

**TOWN ENGINEER (GENERAL SERVICES) AGREEMENT
FOR
THE TOWN OF BRISTOL
&
JONES PETRIE RAFINSKI CORP.**

This General Services Agreement (the “Agreement”), dated as of the ____ day of _____, 2023, is executed by and between the **TOWN OF BRISTOL** (“TOWN”) and **JONES PETRIE RAFINSKI CORP. (JPR)**

PREAMBLE

WHEREAS, the **TOWN OF BRISTOL** desires to have at its disposal the full services of a multi-disciplined Professional Services firm; to provide consultation and services as described in **Exhibit 'A'**; and

WHEREAS, **JPR** is uniquely qualified and located to provide such services; and

WHEREAS, the **TOWN OF BRISTOL** desires to secure these services for a predetermined period of time while retaining the rights to renew or terminate such an arrangement as it sees fit; and

WHEREAS, **JPR** is willing, ready and able to provide such services under such an arrangement; and

WHEREAS, the **TOWN OF BRISTOL** and **JPR** wish to enter into this Agreement setting forth their respective rights, duties, privileges, and responsibilities pursuant to such an arrangement; and

NOW, THEREFORE, in consideration of the mutual promises and commitments hereinafter described, the **TOWN OF BRISTOL** and **JPR** agree as follows:

ARTICLE I - RESPONSIBILITIES OF JPR

1.01 Commencing on _____, **JPR** agrees to provide without interruption those services as discussed and described in the attached **Exhibit 'A'**.

1.02 **JPR Insurance Coverage Requirements:** **JPR** will provide and maintain at all times during the term of this Agreement the following minimum insurance coverages:

- (a) Workers Compensations Insurance in compliance with the statutes of the State of Indiana which has jurisdiction over **JPR** employees engaged in the performance of services hereunder with a limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000);
- (b) General Liability Insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000), including the broad form property damage endorsement; and
- (c) Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS (\$1,000,000).

JPR will furnish the **TOWN OF BRISTOL** with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect, and will name the **TOWN OF BRISTOL** as an additional insured to the above policies. Such policies shall provide no less than thirty (30) days advance notice of cancellation, termination, or alteration, and any such notice shall be sent directly to **JPR** and the **TOWN OF BRISTOL**.

ARTICLE II - RESPONSIBILITIES OF THE TOWN OF BRISTOL

2.01 **Basic Responsibilities:** As part of this Agreement, the **TOWN OF BRISTOL** agrees to perform all functions and retain all responsibilities and obligations related to the services described herein that are not expressly assigned to **JPR**.

- (a) The **TOWN OF BRISTOL** shall designate a Council Member or Members, or appointed **TOWN OF BRISTOL** official, to act as liaison(s) with **JPR** in connection with the performance of services by **JPR** under this Agreement. This person shall remain in this position until such time as a change is made by the **TOWN OF BRISTOL**, and **JPR** shall be notified of any such change as soon as its' effective date is determined.

2.02 The **TOWN OF BRISTOL**'s Insurance Coverage Requirements: The **TOWN OF BRISTOL** shall maintain and keep in full force and effect during the term of this Agreement, all existing policies of applicable insurance as would be typically carried by an incorporated municipality in the State of Indiana. The **TOWN OF BRISTOL** shall furnish **JPR** with Certificates of Insurance as evidence that such policies are in full force and effect if requested. **JPR** shall be named as additional insured on any maintained policies that are applicable to its' activities furnished under this agreement. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration be sent directly to **JPR** and the **TOWN OF BRISTOL**.

2.03 Indemnification. The Parties hereto agree as follows:

- (a) To the fullest extent permitted by law, the **TOWN OF BRISTOL** agrees to defend, protect, indemnify, and hold harmless **JPR** and its employees and agents from all claims, actions, charges or demands for any damages, liabilities, losses, costs, including attorney's fees, and expenses as may arise from or are due to the negligent acts or omissions of the **TOWN OF BRISTOL**, its agents or employees.
- (b) To the fullest extent permitted by law, the **JPR** agrees to defend, protect, indemnify, and hold harmless the **TOWN OF BRISTOL** and its employees and agents from all claims, actions, charges or demands for any damages, liabilities, losses, costs, including attorney's fees, and expenses as may arise from or are due to the negligent acts or omissions of **JPR**, its agents or employees.

2.04 Representations and Warranties of **TOWN OF BRISTOL**: The **TOWN OF BRISTOL** represents and warrants to **JPR** that:

- (a) The execution and delivery of this Agreement was duly authorized by all necessary governmental action, none of which action has been rescinded or otherwise modified. This Agreement is a legal, valid and binding obligation of the **TOWN OF BRISTOL**, enforceable against the **TOWN OF BRISTOL** in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, or other similar laws affecting creditors' rights and remedies and subject to the exercise of judicial discretion in accordance with general principles of equity.
- (b) The execution and delivery of this Agreement and any other related document to which the **TOWN OF BRISTOL** is a party, the consummation of the transactions contemplated herein, and the fulfillment of the terms and conditions hereof do not and will not: (i) conflict with or result in a breach of any of the terms or conditions of any restriction, agreement or instrument to which the **TOWN OF BRISTOL** is a party or by which it is bound; or (ii) constitute a default under any of the foregoing, or to the best of the knowledge of the **TOWN OF BRISTOL**, cause it to be in violation of any order, decree, statute, rule or regulation of any court or State or Federal regulatory body having jurisdiction over the **TOWN OF BRISTOL** or its properties.
- (c) The **TOWN OF BRISTOL** is not in default under, and no condition exists that with notice or lapse of time or both would constitute a default under any mortgage, loan agreement, lease, lease purchase, indenture or evidence of indebtedness for borrowed money to which the **TOWN OF BRISTOL** is a party that would materially affect the **TOWN OF BRISTOL**'s entering into, or performance of, this Agreement.
- (d) The facts and representations stated and made by the **TOWN OF BRISTOL** in the information and data provided by it and all other information and documentation submitted to **JPR** by the **TOWN OF BRISTOL** were true and accurate as of the date they were made or submitted and are true and accurate as of the date of this Agreement.

2.05 Survival of Obligations: The obligations set forth under Article II shall survive the expiration or termination of this Agreement.

ARTICLE III - COMPENSATION

3.01 Manner of Payment: As compensation for all services rendered by **JPR** hereunder, the **TOWN OF BRISTOL** shall provide **JPR** with a monthly deadline by which to submit invoices to the Town Manager for approval. (It is assumed that the **Town Manager** will then forward all approved invoices to the **Town Clerk/Treasurer** for issuance of payment)

Assuming timely submittal of the same, the **TOWN OF BRISTOL** will then issue payment to **JPR** in a timely fashion and within compliance with any other accounts payable procedures the **TOWN OF BRISTOL** has in place. The **TOWN OF BRISTOL** will be charged by **JPR** for its' services based on the hourly rates specific to the "Municipal General Services" provided in the attached **Exhibit 'A'**.

ARTICLE IV - TERM OF AGREEMENT

4.01 Term: This Agreement shall remain in full force and effect for 1 year from the Effective Date, unless sooner terminated pursuant to Article V.

At such time that 1 year has passed, this agreement will automatically extended in one-year increments unless or until it has been Terminated pursuant to Article V.

Upon the one year anniversary of this Agreement, and on every annual anniversary thereafter, **JPR** reserves the right to adjust the hourly rates to be charged pursuant to this agreement commensurate with the most recent annual consumer price index, or 'inflation rate,' as determined and published by the US Department of Labor's **Bureau of Labor Statistics**. When such an adjustment has taken place, an updated schedule of hourly rates will be provided to the **TOWN OF BRISTOL** for reference purposes.

ARTICLE V - TERMINATION

5.01 Termination by the TOWN OF BRISTOL: This Agreement may be terminated with or without cause by the **TOWN OF BRISTOL** at such time as the **TOWN OF BRISTOL** believes it is in the best interest of the **TOWN OF BRISTOL** and its' residents to do so.

5.02 Termination by JPR: This Agreement may be terminated upon ninety (90) days prior written notice given by **JPR** to the **TOWN OF BRISTOL** for cause.

“For Cause” shall be defined as a default by the **TOWN OF BRISTOL** under this Agreement. In the event of a default by the **TOWN OF BRISTOL**, this Agreement shall not be terminated if the **TOWN OF BRISTOL** cures the default within such ninety (90) day period. The occurrence of three or more events of default by the **TOWN OF BRISTOL** in any calendar year, whether cured or not, shall be a basis for termination of the Agreement by **JPR** upon thirty (30) days prior written notice to the **TOWN OF BRISTOL**.

JPR may also terminate this Agreement in the event that **JPR** feels, from a Professional and/or Ethical perspective, that it is unable to provide the level of services commensurate with this Agreement and/or the **TOWN OF BRISTOL**'s needs, due to reasons associated with staffing, workload, or other related issues. Even in such a scenario, the ninety (90) day period discussed in the preceding paragraph would still apply.

5.03 Prorated Compensation: Compensation shall be prorated to the Effective Date of Termination.

ARTICLE VI - MISCELLANEOUS

6.01 Assignment: This Agreement may not be assigned by **JPR** without obtaining the prior written consent from the **TOWN OF BRISTOL**.

6.02 Entire Agreement: This Agreement represents the entire agreement of the parties and may only be modified or amended in writing following mutual agreement of the **TOWN OF BRISTOL** and **JPR**.

6.03 Notices: Written notices required to be given under this Agreement shall be deemed given when hand delivered or mailed by first class, certified mail to **JPR** at:

Jones Petrie Rafinski Corp.
325 S. Lafayette Blvd.
South Bend, IN 46601

and to the **TOWN OF BRISTOL** at:

The Town of Bristol
303 E. Vistula
Bristol, IN 46507
Attention: Town Manager

6.04 Claims and Rights: No waiver, discharge, or renunciation of any claim or right arising out of breach of this Agreement by either party shall be effective unless in writing signed by either party and supported by separate consideration.

6.05 Captions: The captions or headings of the various Articles and Sections of this Agreement are for convenience only and they shall be ignored in interpreting this Agreement.

6.06 Governing Law: This Agreement shall be deemed to have been made in Elkhart County, Indiana, and shall be governed by, and construed in accordance with the laws of the State of Indiana.

6.07 Mediation: Prior to the filing of a complaint with any Court, the parties agree that any dispute arising pursuant to this Agreement shall first be submitted to mediation in accordance with the Indiana Rules of Alternative Dispute Resolution.

6.08 Attorney's Fees: In the event of a default under this Agreement, the non-defaulting party shall recover from the defaulting party the reasonable attorney's fees incurred in enforcing this Agreement.

6.09 Authority to Contract: Each party warrants and represents that it has authority to enter into this Agreement.

6.10 Modifications: This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that it is intended to modify or amend this Agreement.

IN WITNESS WHEREOF, JPR, by its duly authorized Officer, and the **TOWN OF BRISTOL**, by its duly authorized Officer, have executed this Agreement as of the date and year first above written.

The Town of Bristol

Jones Petrie Rafinski Corp

X _____
Jeff Beachy
President - Town Council
Date Signed: _____

X _____
Kenneth Jones, Jr., PS
Chief Financial Officer – JPR Corp.
Date Signed: _____

X _____
Attest
Mike Yoder
Town Manager – Town of Bristol
Date Signed: _____



EXHIBIT 'A'

Consisting of three (3) pages

Under this agreement, **JPR** will be providing the **TOWN OF BRISTOL** with as needed Professional Services on a continuous basis, for the period of 1 calendar year from the effective date of said agreement.

Although it is likely that members of **JPR** staff will likely interact with multiple members of **TOWN OF BRISTOL** staff as well as all **TOWN OF BRISTOL** elected officials from time to time as it relates to the services being provided, it should be understood that all official assignments given to **JPR** as **Town Engineer** must be approved, acknowledged in some way, or issued by the Town Manager in writing, and in whatever format preferred by the **TOWN OF BRISTOL**. (via e-mail is acceptable to **JPR**)

JPR will utilize its' staff of diverse Professionals to address and otherwise respond to the **TOWN OF BRISTOL's** requests and will treat such requests with appropriate priority in every case.

JPR will report directly to the Town Manager, and will be available to attend any/all meetings as requested and/or required by the **TOWN OF BRISTOL**. It is also expected that **JPR** will work directly with the Town Council if and when needed.

JPR will charge for its services based on the special set of hourly rates specific to 'general municipal services,' which are discounted relative to our standard hourly rates. This discounted schedule of rates is provided below.

For some assignments, such as the design of a particular project or the review of the designs or documents of others, the **TOWN OF BRISTOL** a/o **JPR** may decide that the establishment of a specific lump sum or hourly not-to-exceed fee is appropriate. In such a case, an assignment specific proposal or agreement will be created, and those services will be provided under the auspices of the same, wholly separate from this agreement. It should be understood by both the **TOWN OF BRISTOL** and **JPR** that no work or activity on such an assignment will commence until a fully executed agreement is in place. Such assignments may include but are not limited to:

- sanitary sewer extensions
- water main extensions
- street/roadway/sidewalk improvements
- traffic control improvements
- signage and way-finding improvements
- park improvements or maintenance
- improvements or maintenance at **TOWN OF BRISTOL** owned buildings and/or properties
- Engineering and Zoning related review of projects proposed by others either in or near the **TOWN OF BRISTOL** (developers, landowners, other designers, etc.)
- re-writing or providing drafts and examples for those parts of **TOWN OF BRISTOL** ordinance we are qualified to do so on, such as zoning ordinances, street standards, utility standards, etc.
- Any/All other services determined to be needed by the **TOWN OF BRISTOL** that **JPR** is appropriately qualified to provide.

Finally, it should also be noted that because **JPR** will be fulfilling the role of “**Town Engineer**” via this agreement, access to **JPR**’s staff and/or expertise will be available at all times, both during regular business hours as well as nights, weekends, and holidays. This means that in the event that some sort of Emergency situation requires the attention or assistance of any of the various experts and/or Licensed Professionals on **JPR**’s staff, we will be available via phone call to respond and assist as needed. This is not uncommon, given the critical nature of certain functions that the **TOWN OF BRISTOL** performs for its citizens, such as sanitary sewer and potable water services.

This ‘24-7-365’ availability extends to all expertise within **JPR**’s collective knowledge and experience base, as well as our well established and thorough network of service providers, contractors, equipment & technology providers, other specialized experts, etc., that are sometimes called upon to help solve urgent matters in order to maintain the no less than constant nature of those types of critical items.



JPR Corp. - Service Fee Schedule

Effective January 1, 2023

	Standard Hourly Rate	Municipal "General Services" Rate ¹	Adjustment	Activity Code
FIRM Officer	\$212	\$0	(\$212.00)	OFF
Principal Staff	\$185	\$160	(\$25.00)	PPS
Management Staff	\$160	\$140	(\$20.00)	MS
Professional Engineer	\$148	\$133	(\$15.00)	PE
Professional Architect	\$148	\$133	(\$15.00)	RA
Professional Landscape Architect	\$148	\$133	(\$15.00)	PLA
Professional Surveyor	\$148	\$133	(\$15.00)	PS
Professional Geologist	\$148	\$133	(\$15.00)	PG
Certified Planning Professional	\$148	\$133	(\$15.00)	PP
Certified GIS Professional	\$148	\$133	(\$15.00)	GISP
Environmental Professional	\$148	\$133	(\$15.00)	EP
Utility Management I	\$125	\$120	(\$5.00)	UMI
Graduate Staff	\$112	\$100	(\$12.00)	GS
Utility Management II	\$85	\$85	N/A ²	UMII
Engineering Dept. Support Staff	\$90	\$85	(\$5.00)	EDS
Architecture Dept. Support Staff	\$90	\$85	(\$5.00)	ADS
Landscape Arch. Support Staff	\$90	\$85	(\$5.00)	LDS
Clerical & Account Staff	\$85	\$80	(\$5.00)	CAS
Survey Dept. Support Staff	\$80	\$80	\$0.00	SDS
Environmental Dept. Support Staff	\$65	\$60	N/A ²	ENS
2-Person Survey Crew	\$148	\$140	N/A ²	2PC
Field Geologist	\$135	\$125	N/A ²	FG
1-Person Survey Crew	\$112	\$105	N/A ²	1PC
Environmental Field Technician	\$90	\$85	N/A ²	EFT
Resident Project Representative	\$90	\$85	N/A ²	RPR
Utility Operations Field Technician	\$85	\$80	N/A ²	UFT

Direct expenses such as printing/copies, messenger/delivery services, shipping expenses, permit application fees, sub-consultants, or sub-contractors, etc., that are paid for by JPR Corp. on behalf of client will be passed on with a 10% markup in most cases, and is defined and stipulated within project specific agreements and/or contracts.

¹ Utilized for JPR's general municipal services and apply to JPR's multiple contracted roles as "Town Engineer" or "District Engineer" for local municipalities and other local gov't entities & special districts. Also applies to special district administrative services, several of which JPR serves as "District Engineer."

² Due to the significant overhead expenses associated with field work, reductions to these rates are not possible. Discounted rates for this type of activity are still provided from time to time, but it is done so on a case by case basis and is quantified within specific written agreements relative to specific projects and/or assignments.

For inquiries regarding this information, please contact us via phone at any of the numbers provided below or you may do so via email at accounting@jpr1source.com.