

**GENERAL INSPECTION AND TESTING AGREEMENT**

This Inspection and Testing Agreement is hereby entered into by and between the City of Greenwood, Indiana, by and through its Board of Public Works and Safety (“City”) and \_\_\_\_\_ (“Developer”) for the project referred to as \_\_\_\_\_ (“Project”) located at \_\_\_\_\_ (“Location”) as of the date last signed below.

**RECITALS**

WHEREAS, the City requires developers to reimburse the City for certain inspection and testing services provided by the City related to dirt work, storm sewer work, erosion control, sidewalk construction, and installation of signs and monuments;

**AGREEMENT**

1. **Obligations of City.** The City agrees to provide inspection and testing services, but not including construction engineering or construction stake out, required to assure subject project is constructed in accordance with plans and specifications approved by the City (the “Services”). Such Services will be in accordance with City policies and procedures and will ensure acceptance of the project into the City of Greenwood System for maintenance, providing the policies and procedures are adhered to by the owner or its representative.

2. **Obligations of Developer.** The Developer agrees to compensate the City for the Services in an amount of \$50.00 per hour during routine work hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday, excluding holidays, for actual time spent on the project by the City and/or an authorized representative of the City in performing said Services. The Developer agrees to

compensate the City in an amount of \$75.00 per hour of actual work performed outside of routine work hours by the City and/or an authorized representative of the City in performing the Services.

In the event a consulting firm performs such inspection and testing services on behalf of the City, Developer agrees to pay a fee of 5% of the per hour rate for each hour that such services were performed on the project in addition to the hourly amount due the consultant for such inspection and testing services.

The estimated time for completion of the project is \_\_\_\_\_ week(s).

The estimated inspection time is ten (10) hours per week.

The estimated time for completion of the project is \_\_\_\_\_ hours.

The total estimated cost for Inspection and Testing Services is \_\_\_\_\_.

The Developer agrees to include fifty percent (50%) of the total estimated cost of \_\_\_\_\_ with this Agreement with the check made payable to the City of Greenwood. The actual Inspection and Testing fee will be based on the actual number of hours of inspection and testing required to complete the project. The balance of the total Inspection and Testing fee is to be paid upon the acceptance of the completed work by the City and prior to release of the performance guarantee by the City.

The developer shall be responsible for providing the City Engineer with video documentation of the stormwater structures and stormwater pipes installed prior to acceptance.

**3. Hold Harmless, Waiver, Release, and Indemnification.** The Developer hereby agrees to release, indemnify, waive, and hold harmless the City and its officers, agents, officials and employees against any and all claims, actions, causes of action, judgments and liens that may arise out of any act of the Developer in performing this Agreement, including those arising in negligence.

4. **Applicable Law, Forum.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana and by all applicable Municipal Codes or Ordinances of the City. The Parties agree that any action related to this Agreement shall be brought in Johnson County, Indiana.

5. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, written or verbal, between the Parties with respect to the services described herein. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the Parties which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Parties.

6. **Binding Effect.** This Agreement shall bind all of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**Remainder of this page is left intentionally blank**

IN WITNESS WHEREOF, the Developer has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DEVELOPER:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

IN WITNESS WHEREOF, the Greenwood Board of Public Works and Safety hereby accept the foregoing Agreement and has herewith set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Board of Public Works and Safety  
City of Greenwood

BY: \_\_\_\_\_  
Board Member

BY: \_\_\_\_\_  
Board Member

BY: \_\_\_\_\_  
Board Member

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Attorney for Board of Public Works and Safety