

AGREEMENT FOR ENGINEERING SERVICES

4/12/22
BAXTER
REYNOLDS

**CONTINUING SERVICES AGREEMENT
FOR THE
SOUTH WOODFORD WATER DISTRICT
WOODFORD COUNTY, KENTUCKY**

This AGREEMENT FOR ENGINEERING SERVICES made and entered into in Franklin County, Kentucky by and between the South Woodford Water District (hereinafter referred to as the OWNER) and Haworth-Meyer-Boleyn Professional Engineers, Inc. (dba HMB Professional Engineers, Inc. and hereinafter referred to as the ENGINEER).

- I. **WHEREAS, the OWNER** wishes to have an agreement with the ENGINEER for general miscellaneous work including, but not limited to: plan review, miscellaneous meetings and any other "on-call" engineering services that may be requested involving the OWNER's utility infrastructure.

- II. **NOW THEREFORE,** be it understood that the ENGINEER agrees to provide the engineering services required in accordance with a negotiated Scope of Work on a case-by-case basis. Such a scope may include, but would not be limited to, such items as funding assistance, general engineering consultation, plans review, minor hydraulic analysis or system study, preparation of contract documents, value engineering, easement work, construction administration, construction observation, geotechnical investigation, archaeological/botanical surveys and land surveys, etc. Any tasks performed would not apply to any projects for which a lump sum fee is negotiated for engineering services. Rather, this AGREEMENT would apply to engineering work performed outside the scope of work described in any other executed Agreement for Engineering Services. No work shall be performed without the authorization of the OWNER.

III. ENGINEERING FEES

For and in consideration of the satisfactory completion of the services defined, the OWNER shall compensate the ENGINEER as follows:

A. Miscellaneous Tasks

Hourly Rates per Attachment A
or Lump Sum for a Negotiated Scope of Work

Payment shall be made monthly.

IV. PAYMENT OF ENGINEERING FEES

The OWNER agrees to process the Invoices issued by the ENGINEER in a timely manner; however, in no instance shall payment be delayed beyond 30 days from the date of issuance of the Invoice, without cause. Payments not made by the OWNER within the 30 day period shall bear interest beginning on the 31st day at the rate of 1% per month on the unpaid balance, unless cause is established as mentioned above. It is understood and agreed that the OWNER shall seek reimbursement for costs under this AGREEMENT from other parties where applicable but shall not delay payment to the ENGINEER while such reimbursement is sought. The ENGINEER is not responsible for collection of said reimbursement on behalf of the OWNER.

V. COMPLETION OF ENGINEERING SERVICES

The ENGINEER agrees to accomplish the work necessary to satisfy a scope of work in a timely manner. The ENGINEER shall not be held responsible for delays due to changes in the "Scope of Work" made by the OWNER, or by unforeseeable causes beyond the control of the ENGINEER.

VI. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) days "WRITTEN NOTICE" in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If the AGREEMENT is so terminated, the ENGINEER shall be paid for the partial progress completed. Should the ENGINEER fail to perform to the terms of this AGREEMENT or otherwise break or violate contract terms, then the OWNER shall inform the ENGINEER in writing and any settlement of fees shall be decided by an Arbitration Group. The Arbitration Group shall be composed of one member selected by the OWNER, one by the ENGINEER, and a third agreeable to the two appointed Arbitrators.

VII. PERSONNEL AND FACILITIES

The ENGINEER states that he has or will acquire at his own expense the personnel and facilities necessary to accomplish the work in a timely manner.

VIII. INSURANCE

The ENGINEER agrees to maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER and OWNER from claims under the Workman's Compensation Act and such Comprehensive General Liability Insurance as will protect the ENGINEER and OWNER from claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this AGREEMENT.

IX. LIMITS ON LIABILITY

The OWNER agrees to limit the ENGINEER'S liability arising from negligent acts, errors or omissions such that the total aggregate liability of the ENGINEER under this AGREEMENT shall not exceed the ENGINEER's total fee for that particular phase of work in which the negligent act, error or omission occurred.

X. FUNDING


Should the OWNER cause any of the projects to terminate or cause the funding from the various funding agencies to be lost, as a result of the OWNER's actions, then the full amount of the Engineering Fees accumulated as a result of services rendered at that point shall be due to the ENGINEER.

XI. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the Commonwealth of Kentucky. This AGREEMENT is entered into at Frankfort, Kentucky and all jurisdictional matters will be decided in Franklin County, Kentucky.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT this 12th day of April, 2022.

ENGINEER:
HMB PROFESSIONAL ENGINEERS, INC.



Chris A Stewart, PE – Principal-in-Charge

OWNER:
SOUTH WOODFORD WATER DISTRICT



Barry Drury, Chairman

ATTACHMENT A

HOURLY BILLING RATES

The engineering work performed under this AGREEMENT may be billed at the hourly rates listed below. It is important to note that these rates will change annually on or about January 1. The OWNER will be notified in writing of any change in these rates and the effective date of the change.

PRINCIPAL-IN-CHARGE	\$220.00
SENIOR PLANNING & TRAFFIC ENGINEER	\$220.00
SENIOR DESIGN ENGINEER	\$195.00
SENIOR ENVIRONMENTAL SCIENTIST	\$180.00
FUNDING SPECIALIST	\$175.00
REGISTERED LAND SURVEYOR	\$175.00
SENIOR RIGHT-OF-WAY AGENT	\$150.00
DESIGN ENGINEER	\$150.00
ENVIRONMENTAL SCIENTIST	\$135.00
CAD TECHNICIAN	\$110.00
ADMINISTRATIVE	\$100.00
FIELD PERSONNEL	\$100.00
ACQUISITION SPECIALIST	\$100.00
ENGINEER-IN-TRAINING	\$95.00
EXPENSES AND SUBCONSULTANTS	Actual Cost + 15%