

## Engineering Services Agreement

This agreement is made by and between **MCGHEE ENGINEERING, INC.** of Guthrie, Kentucky (ENGINEER) and the **Todd County Board of Education** (OWNER) for the purpose of establishing the terms and conditions under which engineering services will be provided by the ENGINEER to the OWNER in conjunction with the following PROJECT:

### **Walk With Us Project – Sidewalk Additions and Improvements**

The OWNER and the ENGINEER hereby agree to the following.

**I. SCOPE OF SERVICES:** The ENGINEER will provide the following BASIC SERVICES:

Phase 1 – Preparation of Plans, Specifications and Bidding Documents. Prepare plans, specifications and bidding documents for removal (where applicable) and placement of approximately 6,000 linear feet of 4-foot wide sidewalk, including handicap accessibility, crosswalks, and drainage accommodations where necessary. The project area will be confined to the Todd County Central Middle School campus, portions of West Main Street, portions of Streets Avenue, and Sunset Drive.

Phase 2 – Bidding and Construction Phase. Assist with advertising and acceptance of construction bids and award of a construction contract. Provide construction phase project administration, including review of shop drawings, pay applications, and change orders, periodic site visits by the design engineer to observe the progress of construction and general conformity to plans and specifications, and assistance with project closeout.

Phase 3 – Construction Observation. Provide resident construction observation by a technician to monitor the progress of construction and general conformity to plans and specifications, and assistance with project closeout.

**II. SCHEDULE OF SERVICES:** The ENGINEER agrees to complete phase 1 services within 6 weeks of notice to proceed with the work. Phase 2 and Phase 3 will be completed within the time first set forth for construction of the improvements in the construction contract. The ENGINEER will not be held responsible for delays beyond his control.

**III. ITEMS PROVIDED BY OWNER:** The OWNER will provide such access to the properties and any adjacent properties as may be required for performance of the ENGINEER's work, and will be responsible for the acquisition of any right-of-way or other property-related considerations. The OWNER will pay all review, permit, and advertising fees.

**IV. COMPENSATION:** The OWNER agrees to pay the ENGINEER the following fixed fees for services

Phase 1 – Preparation of Plans, Specifications & Bidding Documents	\$14,500.00
Phase 2 – Bidding and Construction Phase Services	\$6,200.00
Phase 3 – Construction Observation	<u>\$20,800.00</u>
TOTAL	\$41,500.00

The ENGINEER will invoice monthly for services rendered, and the OWNER will pay the full amount of the invoice within 30 days of the invoice date. Interest will accrue at 1½% per month on all unpaid balances past the due date.

**V. DELIVERABLE WORK ITEMS:** The ENGINEER will deliver to the OWNER five photostatic copies of plans and specifications and other written materials for his use. Original documents along with all work files and notes will remain the property of the ENGINEER.

**VI. CONTRACT TERM:** This agreement will be valid from the date of execution until the completion of the duties of both parties hereunder.

**VII. TRANSFER OF INTEREST:** Neither the OWNER nor the ENGINEER may assign or transfer their individual interests in this agreement without the written consent of the other party. The OWNER and the ENGINEER each binds itself and its successors and assigns to the other party with respect to the covenants of this agreement.

**VIII. SUBCONTRACTS:** The ENGINEER does not intend to subcontract any portion of the work, however subcontractors may be used as the ENGINEER sees fit.

**IX. RESOLUTION OF DISPUTES:** The OWNER and ENGINEER hereby agree that any disputes involving the parties to this agreement shall first be submitted to mediation. Any claims or legal action concerning this agreement shall be filed in the Todd County, Kentucky Circuit Court. In the event of breach of contract, the breaching party shall pay any and all costs incurred by the other party in enforcing the agreement, including, but not limited to, reasonable attorney's fees.

**X. PROJECT COST:** The ENGINEER makes no guarantees regarding the construction cost of the project, nor the OWNER'S ability to perform the anticipated work within the established budget.

**X. TERMINATION:** Either party may terminate this agreement by notifying the other in writing at least seven days in advance of the date of termination. The ENGINEER will be paid fair compensation for any services performed hereunder prior to termination.