

Updated 2/24/11

ENGINEERING SERVICE CONTRACT

THIS AGREEMENT, made and entered into this the 10<sup>th</sup> day of June, 20 13, between Spencer Co. Board of Education (hereinafter called the "Owner"), and LG Fiber, (hereinafter called the "Engineer").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and contract as follows:

ARTICLE I

GENERAL OBLIGATIONS

1. The Engineer agrees to perform for the Owner, various engineering services in accordance with the requirements of the Owner at such times and places within the Commonwealth of Kentucky, as the Owner may specify.
2. The Engineer shall render diligently and competently all engineering services which shall be necessary or advisable for the expeditious, economical and sound design and construction of the undertaking. The enumeration of specific duties and obligations to be performed by the Engineer hereunder shall not be construed to limit the general undertakings of the Engineer.
3. The Engineer shall furnish, employ and have exclusive control of all persons to be engaged in or about the services performed under this agreement; and shall prescribe and control

the means and methods of performing such services by adequate and proper supervision. All persons employed by the Engineer in and about the performance of any such services shall be agents, servants or employees of the Engineer, and neither the Engineer nor any of such agents, servants or employees shall be deemed to be agents, servants or employees of the Owner for any purpose whatsoever; the Engineer being, and at all times acting as, an independent contractor hereunder, and being responsible as an independent contractor to the Owner.

4. The Engineer agrees to furnish all labor, supervision, transportation, engineering tools and equipment and the usual office supplies necessary or desirable for the full and satisfactory performance of the services hereunder.

5. All drawings, plans, specifications and other engineering matter required to be submitted by the Engineer under this agreement shall conform to the applicable practices and instructions as furnished to the Engineer by the Owner.

6. All drawings, plans, specifications and other engineering matters related to the services rendered hereunder shall be the sole property of the Owner whether or not the work is to be executed, and shall be delivered to it by the Engineer upon request.

7. All work performed under this agreement shall be done in a thorough and workman like manner and in accordance with the latest applicable Industry Code, local and State laws, rules, regulations and orders or regulatory bodies having jurisdiction, and current Owner practices. All work in the field shall be staked and properly marked by the Engineer.

8. The Engineer shall be responsible for coordinating the work hereunder with other utility companies or municipalities where such coordination is necessary.

9. The Engineer shall furnish to the Owner all engineering information, data and drawings required for procuring all necessary or desirable permits, licenses, agreements with respect to crossing of navigable streams and railroads, and with respect to paralleling or crossing of State highways, and with respect to crossings of or encroachments on private property.

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10. The Engineer and the Owner shall comply with all applicable statutes pertaining to engineering and the Engineer warrants that he possesses license number \_\_\_\_\_ issued to him for the practice of \_\_\_\_\_ Engineering by the Commonwealth of Kentucky on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## ARTICLE II

### AUTHORIZATION OF ENGINEERING SERVICES

1. The Owner will authorize the Engineer to perform engineering services covered by this agreement in advance by means of a Work Order Form or letter of authorization.

2. The Engineer shall have the right to determine the sequence of performing his work pursuant to authorization provided, however, that he shall meet the delivery schedule as set forth by the Work Order.

3. The Owner only shall have the right to cancel or defer the engineering services authorized by this agreement. Advice of cancellation or deferment may be given by telephone.

4. The Owner and the Engineer agree that this contract will not take effect until and unless the terms, conditions and proposed fees have been reviewed and approved in writing by a representative of the Kentucky Department of Highways with the responsibility and authority for making such approval. In the event this contract is not approved by the Department of Highways the Engineer is under no obligation to perform any work under this agreement and the Owner shall not be liable for payment of any fee whatsoever.

## ARTICLE III

### COMPENSATION

1. The Owner will pay the Engineer, as full compensation for services rendered hereunder, in accordance with Appendix "A" attached hereto and made a part hereof, which sets forth the current Classifications and Rates of the Engineers and services to be provided. Appendix "A" may be revised by mutual agreement of the Owner and the Engineer.

2. The foregoing compensation shall include the use of all drafting instruments, surveyor's transit, equipment needed for the field measurement of angles and distances as well as any computer equipment or office equipment.

3. Corrections necessary to comply with instructions and practices furnished to the Engineer in accordance with Article I, Paragraph 6 shall be made by the Engineer without additional compensation.

4. In the event there is a major change in the scope, character, or complexity of the work to be performed by the Owner, the compensation payable to the Engineer for additional service performed by the Engineer, if any, pursuant to such change shall be determined on the basis of the rates set forth in Appendix "A" and mutually agreed to by the Owner and the Engineer prior to effecting the change.

5. The Engineer shall keep and maintain such records, accounts, books, documents, papers, invoices and other materials necessary to determine proper billing to the Owner under this agreement and shall make the same available to the Owner for inspection upon its request.

6. Each statement of charges submitted to the Owner should segregate billing according to Work Order number and be itemized in such detail as may be required by the Owner to permit verification of the charges.

#### ARTICLE IV

##### SPECIAL PROVISIONS – HIGHWAYS RELOCATION WORK

In the event the Owner procures the Engineer to perform certain engineering services in conjunction with the relocation of its plant facilities on State & Federal Aid Highway projects, the following conditions shall apply to all work performed in connection therewith.

1. The Engineer shall maintain all books, documents, papers, accounting records and other materials pertaining to the costs incurred on such projects and shall make such material available to the Department and/or the Federal Highway Administration upon request. The

Engineer further agrees to maintain such records for a period of three (3) years after the date of final payment from the Department of Highways to the Owner.

2. The scope of work shall be defined in writing on each highway project and the estimated cost of each project shall be computed by multiplying the rates outlined in Appendix "A" by the estimated time required to perform the work.

3. The Engineer shall become familiar with the AASHTO Policy on the Accommodation of Utilities and with the provisions set forth in the State's accommodation policies and procedures and supplements and amendments thereto.

4. The maximum amount payable on any highway project will not exceed the estimated cost unless there is a substantial change in the scope, complexity or character of the work to be performed.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed.

ATTESTED:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the Owner and duly authorized representative of the firm of LG Fiber, whose address is P.O. Box 1702 Mt Vernon, KY 40456.

That, except as expressly stated and described herein, neither I nor the firm of LG Fiber, has, in connection with its contact with Spencer Co. Board of Education entered into pursuant to provisions of an agreement between the aforementioned utility and the Commonwealth of Kentucky, as part of Federal - Aid Project 5-395,

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona-fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay, to any firm, company, organization or person, other than a bona-fide employee working solely for me to the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

Neither I nor the principal members of my firm are officers or employees of the utility company nor do we exercise control over the operation of the utility company.

( Statement and explanation of exceptions, if any )

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**EGL - 009.00**

I acknowledge that this certificate is to be furnished to the Department of Highways and the Federal Highway Administration, in connection with the aforementioned project involving participation of Federal-Aid Highway funds, and is subject to applicable State and federal Laws, both criminal and civil.

I certify that the principal members of the Engineering Firm of:

LG Fiber

are not officers or employees of Spencer Ca Board of Education

and do not exercise control over the operation of this utility company.

Jerry Hagan  
Signature

6-10-2013

Date

owner

Title

**APPENDIX D**

PROJECT:

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OWNER:

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CONSULTANT/ENGINEER:

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By signature on this agreement the Consultant being duly sworn, hereby certifies that, except as noted below, the Consultant or any person associated therein in the capacity of owner, partner, director, officer, project manager, auditor, or any person involving the administration of Federal Funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency:

has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against the Consultant by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years:

**EXCEPTIONS**

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Exceptions will not necessarily result in denial of selection, but will be considered in determining Consultant responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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