



### SHORT FORM OF AGREEMENT BETWEEN CLIENT AND AMERICAN ENGINEERS, INC.

THIS AGREEMENT, entered into on the 8<sup>th</sup> day of November 2016 by and between Henderson County Schools Attn: Marganna Stanley, hereinafter referred to as "CLIENT" and American Engineers, Inc. (AEI) 65 Aberdeen Drive, Glasgow, KY 42141 Hereinafter referred to as "CONSULTANT," wherein it is agreed as follows:

Under this agreement the CLIENT requests: Special Inspections & Testing on new Spottsville Elementary School  
hereinafter referred to as the "PROJECT." in Spottsville, KY

The present owner of record is:

Name: Henderson County Schools

Business Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Resident Address: \_\_\_\_\_ Phone: \_\_\_\_\_

For mutual consideration hereinafter set forth. The CLIENT and CONSULTANT agree as follows:

A. CONSULTANT agrees to perform the following services:

Special Inspections & Testing

B. The CLIENT agrees to compensate the CONSULTANT as follows:

\$68,800 Lump Sum

Lump Sum \$ 68,800

[NOTE]: Under the provisions of this Agreement, a late payment FINANCE CHARGE will be computed at the periodic rate of 1 ½% per month, which is an annual rate of 18%, and will be applied to any unpaid balance owed commencing 30 days after the date of the original invoice.

[NOTE]: Under the provisions of this Agreement, the CLIENT agrees to limit the liability of the CONSULTANT in accordance with the number 21 of the Standard Provisions set forth on the following page hereof.

C. The Standard Provisions, as set forth on the following page hereof, are incorporated hereinto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated and on the following page hereof, the day and year first written above.

**CONSULTANT:**

**CLIENT:**

By Dusty Barrett  
(Signature)

By \_\_\_\_\_  
(Signature)

Name Dusty Barrett, PE  
(Print)

Name \_\_\_\_\_  
(Print)

Title Geotechnical Project Manager

Title \_\_\_\_\_



AMERICAN  
ENGINEERS, INC.

## STANDARD PROVISIONS OF AGREEMENT

The CLIENT and CONSULTANT agree that the following provisions shall be a part of their agreement:

1. The CLIENT binds himself, his partners, successors, executors, administrators, and assigns to the CONSULTANT to this agreement in respect to all of the terms and conditions of this agreement.
2. Neither the CLIENT nor the CONSULTANT shall assign his interest in this agreement without the written consent of the other.
3. No conditions or representation, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
4. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
5. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of CLIENT to furnish timely information or to approve or disapprove CONSULTANT's work promptly; or delay or faulty performance by CLIENT, other contractors, or governmental agencies or any other delays beyond CONSULTANT's reasonable control.
6. CONSULTANT shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits and building permits, and CONSULTANT shall only act as an advisor in all governmental relations.
7. In the event that CLIENT institutes a suit against CONSULTANT because of any failure alleged failure to perform, error omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict rendered for CONSULTANT; CLIENT agrees to pay CONSULTANT any and all costs of defense, including attorney's fees, expert witnesses' fees and court costs and any and all other expenses of defense which may be needful immediately following dismissal of the case or immediately upon judgment being rendered in behalf of CONSULTANT.
8. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, and court costs, and attorney fees shall be paid to the prevailing party.
9. There are no understandings or agreements except as herein expressly stated.
10. Services provided within this agreement are for the exclusive use of the CLIENT for the PROJECT only.
11. CLIENT and CONSULTANT agree to cooperate with each other in any and every way or manner on the PROJECT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents, which may be necessary and proper to carry out the terms of this agreement.
13. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien or stop notice rights, which the CONSULTANT may have for the performance of services under this agreement.
14. The CONSULTANT makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the CONSULTANT shall not be responsible for fluctuations in cost factors.
15. CONSULTANT does not guarantee the completion or quality of performance of contract or the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
16. CONSULTANT make no warranty, either expressed or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
17. CONSULTANT make no representation concerning soil conditions unless specifically included in writing in the agreement, and he is not responsible for any liability that may rise out of the making or failure to make soil surveys or sub-surface soil tests or general soil testing.
18. In the event that any changes are made in the plans and specifications by the CLIENT or persons other than the CONSULTANT, which affects the CONSULTANT's work, any and all liability arising out of such changes is waived against the CONSULTANT and the CLIENT assumes full responsibility for such changes.
19. The CONSULTANT is not responsible, and liability is waived by CLIENT as against CONSULTANT, for use by CLIENT or any other person of any plans or drawings not signed by CONSULTANT.
20. CONSULTANT has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless CONSULTANT is responsible for such early termination, CLIENT agrees to release CONSULTANT from all liability for work performed.
21. The CLIENT agrees to limit the CONSULTANT's liability to the CLIENT and to all contractors and subcontractors on the PROJECT due to the professional negligent acts, errors or omissions of the CONSULTANT to the sum of \$50,000 or the CONSULTANT's fee, whichever is lesser.
22. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
23. CLIENT hereby agrees that the balance as stated on the billing from the CONSULTANT to CLIENT is correct, conclusive and binding on the CLIENT unless CLIENT within thirty (30) days from the date of the making of the billing notifies CONSULTANT in writing of the particular item that is alleged to be incorrect.
24. A late payment FINANCE CHARGE will be computed at the periodic rate of 1 1/2 % per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
25. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by the CLIENT as extra work.
26. In the event that any staking is destroyed by an act of God or parties other than the CONSULTANT, the cost of restaking shall be paid for by the CLIENT as extra work.
27. The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soil engineering fees, soil testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
28. In the event all or any portion of the work prepared or partially prepared by the CONSULTANT be suspended, abandoned, or terminated, the CLIENT shall pay the CONSULTANT for all fees, charges, and services provided for the PROJECT not to exceed any contract limit specified herein.
29. In the event CLIENT fails to pay CONSULTANT within thirty (30) days after invoices are rendered, CLIENT agrees that CONSULTANT shall have the right to consider said default a total breach of this agreement and upon written notice, the duties, obligations and responsibilities of the CONSULTANT under this agreement are terminated. In such event, CLIENT shall then promptly pay the CONSULTANT for all of the fees, charges, and services provided by the CONSULTANT.
30. Claims, disputes or other matters in question between the parties this agreement arising out of or relating to this agreement or breach thereof shall be subject to and decide by arbitration in accordance with Construction Industry Arbitration Rules of American Arbitration Association currently in effect unless the parties mutually agree otherwise.
31. Demand for Arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. A demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen.
32. Reimbursable items to the PROJECT shall be as follows and will be in addition to any other compensation agreed to between CLIENT and CONSULTANT: Mileage - \$0.60 / mile; Lodging and Meals at direct cost; special shipping or mailing services including but not limited to overnight shipping shall be direct cost plus 10%.
33. In the event it is determined during the course of the CONSULTANTS services that the project falls under a Federal and/or State Prevailing Wage Determination, the CLIENT hereby agrees to compensate the CONSULTANT the difference in wage rates for previously billed and subsequent applicable hours based on the prevailing wage employee designations for the project.





**Project Scope**  
**New Spottsville Elementary**  
**Spottsville, Kentucky**

AEI will provide a civil engineering technician for part-time special testing and inspection services as requested for the Spottsville Elementary project in Spottsville, KY. Special inspections and materials testing will be performed in accordance with the drawings.

Discrepancies identified during special inspections and/or testing will be immediately reported to the Contractor. The Structural Engineer and/ or Architect will then be contacted for further direction with regard to found discrepancies. Discrepancies will be documented in daily field reports in addition to corrective actions taken by the Contractor to remediate deficient work or materials per direction of the Structural Engineer.

Daily field reports will be prepared prior to leaving the site and will be reviewed by our lab manager and distributed on a weekly basis. A final letter of Special Inspections will be provided upon completion of construction items requiring special inspections.

AEI has a full service Field Services Center based in Glasgow, Kentucky with satellite offices in Owensboro, Louisville and Marietta, Georgia. AEI has provided special inspections and construction testing throughout the region on numerous projects of various size and scope. We will be glad to provide a listing of similar projects and qualifications of personnel who will be providing these services for your project upon request.