



723 Harvard Drive - Owensboro, Kentucky 42301-6185  
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## AGREEMENT FOR PROFESSIONAL SERVICES

Architect RBS Design Group, P.S.C  
Address 723 Harvard Drive  
Owensboro, Kentucky 42301

Client Henderson County Board of Education  
Address 1805 Second Street  
Henderson, KY 42420

Date March 12, 2019

Project No. Y19008

Project Name and Location LED Lights Bulbs at Central Academy, South Middle School,  
North Middle School, Henderson, Kentucky

Description of the services to be provided:

Help the Owner prepare the BG's for the bidding of bulk LED light bulbs.

Basis of compensation shall be hourly rates as per Attachment 'A' plus reimbursables for  
for printing, shipping, mileage, etc.

Payment Terms 30 days

Retainer (payable upon execution of this Agreement) \$ 0

Special Conditions \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Terms and Conditions following this form, when initiated by both parties, are incorporated and made a part of this Agreement.

**Offered by:**

**Accepted by:**

Signature \_\_\_\_\_ date \_\_\_\_\_

Craig Thomas/Architect  
Printed name/title

RBS Design Group, PSC  
Name of Architecture firm

Signature \_\_\_\_\_ date \_\_\_\_\_

Marganna Stanley, Superintendent  
Printed name/title

Henderson County Board of Education  
Name of Client

## **TERMS and CONDITIONS**

**Performance of Services:** The Architect shall perform the services outlined in this Agreement in consideration of the stated fee and payment terms.

**Additional Services:** For additional services not included above, the Architect shall be compensated as follows:

See Exhibit A (Hourly Rates)

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**Access to Site/Hazardous Materials:** Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, or hazardous materials. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors and employees and subconsultants (collectively "Architect") against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

**Retainer/Billing/Payment:** The Client agrees to pay the Architect for all services performed and all costs incurred. The Architect's compensation shall be billed at hourly rates as indicated on Exhibit \_\_\_\_\_. Prior to the provision of services, the Client shall deposit a retainer \$\_\_\_\_\_0\_\_\_\_\_ with the Architect. Invoices for the Architect's services shall be submitted, at the Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, the Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date shall be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Architect may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

The Architect shall be compensated for reimbursable expenses, including but not limited to, travel, reproductions, photographs, postage and handling of documents, and additional insurance coverage limits above the Architect's current limits, at the rate of one and one tenth (1.1) times the expense incurred by the Architect.

If authorized in advance by the Client, expense of overtime work requiring higher than regular rates shall be reimbursed by the Client to the Architect.

**Indemnification:** Inasmuch as certain of the Architect's services may relate to the existing structure(s) and require certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Client expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively "Architect") against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising out of or in any way connected with performance of services on this project, excepting only those damages, liabilities or costs directly and solely attributable to the willful or wanton misconduct by the Architect.

**Waiver:** In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Architect arising out of the performance of the services, except for the sole negligence or willful misconduct of the Architect.

**Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Architect, whether written or oral, and any plans, specifications or other documents and services provided by the

Architect are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Architect. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Architect or the Client.

**Certifications, Guarantees and Warranties:** The Architect shall not be required to execute any document that would result in the Architect certifying, guaranteeing or warranting the existence of any conditions.

**Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Architect's total fee for services rendered on this project (this does not include reimbursables). Such causes included, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Initialed \_\_\_\_  
\_\_\_\_Architect\_\_\_\_Client

**Ownership of Documents:** All documents produced by the Architect under this Agreement are instruments of the Architect's professional service and shall remain the property of the Architect and may not be used by the Client for any other purpose without the prior written consent of the Architect.

**Dispute Resolution:** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date final payment is due the Architect pursuant to the terms of this Agreement. Any claims or disputes between the Client and the Architect arising out of the services to be provided by the Architect or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Architect agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

**Termination of Services:** Either party may terminate this Agreement for convenience and without cause by giving the other party not less than seven (7) calendar days written notice. This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder, upon giving the other party seven (7) days written notice. In the event of termination for any reason whatsoever, the Client shall pay the Architect for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

**Successors/Assignment:** The Client and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to moneys that are due or moneys that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Architect shall not be considered as an assignment for purposes of this Agreement.

**Serveability/Survival:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect. Notwithstanding any completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**Entire Agreement/Governing Law:** This Agreement, including any exhibits attached and incorporated herein by reference, is the entire agreement between the Client and the Architect. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Architect. The Client and the Architect agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Kentucky, and it is further agreed that any

legal action between the Client and the Architect arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Daviess County, Kentucky.

**It is agreed the above terms and conditions are incorporated into and made a part of the Agreement.**

Initialed: \_\_\_\_\_Architect \_\_\_\_\_Client

# EXHIBIT 'A'

## RBS DESIGN GROUP, PSC 2019 REGULAR HOURLY BILLING RATES

Position	Level	Rate	Position	Level	Rate
Principal		\$195.00/hour			
<i>(Mike Ranney/Craig Thomas)</i>					
Project Architect:	7	130.00/hour			
	6	125.00/hour	Drafter:	8	65.00/hour
	5	120.00/hour		7	62.50/hour
	4	115.00/hour		6	60.00/hour
	3	110.00/hour		5	57.50/hour
	2	105.00/hour		4	55.00/hour
	1	100.00/hour		3	52.50/hour
Project Coordinator:	9	105.00/hour		2	50.00/hour
	8	100.00/hour		1	47.50/hour
	7	95.00/hour	Clerical	8	82.50/hour
	6	90.00/hour		7	80.00/hour
	5	85.00/hour		6	77.50/hour
	4	80.00/hour		5	75.00/hour
	3	75.00/hour		4	72.50/hour
	2	70.00/hour		3	70.00/hour
	1	65.00/hour		2	67.50/hour
				1	65.00/hour

**NOTE: Forensic rates at 1.5  
times regular hourly billing rates**

KENTUCKY DEPARTMENT OF EDUCATION  
DIVISION OF FACILITIES MANAGEMENT

NON-COLLUSION AFFIDAVIT

702 KAR 4:160  
DECEMBER 2008

The undersigned agent, being duly sworn, states that neither he nor his company has any relationship (financial or through kinship) to:

- ☒ Any school board member or the superintendent;
- ☐ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned agent further states that he has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship that exists between the agent or the agent's company and any of the parties listed above:

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\_\_\_\_\_  
Architect

\_\_\_\_\_  
~~Construction Manager~~

Or

RBS Design Group, PSC      Architect  
Name of Company                      Title

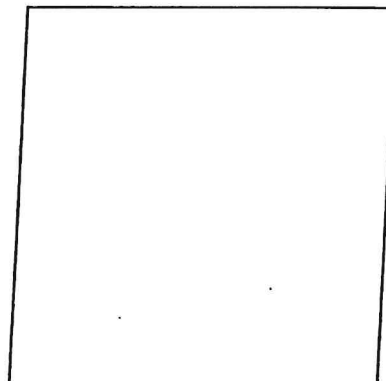
\_\_\_\_\_  
~~Name of Company~~                      ~~Title~~

Subscribed and Sworn to Me this

\_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_.



Notary Seal