

CONTRACT AGREEMENT

For

Project Planning and Administration Services

SECTION I - AGREEMENT

This Contract for Project Services is made, entered into and effective this, the ____ day of _____, 2024 by and between PAINTSVILLE INDEPENDENT SCHOOLS, hereinafter called ("OWNER"), acting herein by David Gibson, Superintendent, duly authorized, and the BIG SANDY AREA DEVELOPMENT DISTRICT (hereinafter called the "DISTRICT"), acting herein by Eric Ratliff, Executive Director, as authorized;

WITNESS THAT:

WHEREAS, the OWNER seeks to secure project planning and administration services for the residential buyout program of multiple structures that were severely damaged from previous flooding events located throughout Martin County, Kentucky. The OWNER is interested in securing grants and loans in aid for community and economic development activities and does retain the DISTRICT to provide services set forth in the Scope of Services for the planning and administration of the **Paintsville Independent Schools-STEAM Academy Project** located in Paintsville, Johnson County, Kentucky (hereinafter called the "PROJECT").

NOW, THEREFORE, the parties in consideration of their mutual covenants herein agree in respect to the performance of project services by the DISTRICT and the payment for those services by the OWNER, as set forth below. The DISTRICT shall serve as the OWNER'S planning and administrative representative and agrees to perform the following Scope of Services in a satisfactory and professional manner and to conform with the rules and regulations of all participating funding agencies.

SECTION II - SCOPE OF SERVICES

- A. The DISTRICT shall, in a satisfactory and professional manner, perform the following *project administration services*:**
1. With the OWNER and project engineer/architect, review and revise as necessary the project budget and develop an implementation schedule. Advise OWNER regarding compliance with Uniform Relocation and Real Property

Project Planning & Administration Contract
Acquisition Act, Davis Bacon Wage Act, Americans with Disabilities Act
compliance, and other federal and state statutes as applicable.

2. Routinely monitor, update, and report on the project budget and schedule to the OWNER and the OWNER'S designated representatives.
3. Schedule and participate in periodic progress meetings to include the OWNER, funding agencies, engineer/architect, and others as appropriate. Prepare written periodic progress reports for the OWNER and the funding agencies. At the request of the OWNER, attend any regular or specially called meetings necessary or appropriate for project implementation.
4. Perform for OWNER all financial administration and bookkeeping requirements of the project with the exception of the issuance of checks, which shall be performed by the OWNER upon notification from the DISTRICT. This will include assuring that receipts and disbursements are processed and grant reimbursement requests are prepared in a timely manner. The financial records will conform to the requirements of the funding agencies and sound accounting procedure. All funds associated with the PROJECT shall be deposited in a special account in the OWNER'S designated depository bank. The depository bank shall provide a monthly transaction statement directly to both the OWNER and the DISTRICT on the Project account.
5. Perform the record keeping requirements of the project, including the establishment and maintenance of a filing system in accordance with the requirements of all funding agencies. The style of record keeping shall facilitate the project audit as well as expedite correspondence and paperwork for necessary actions through the management structure.
6. Perform professional contract review(s) and funding agency monitoring requirements for all contractors involved in the project.
6. Review construction contract documents prepared by others such as engineers or architects to ensure proper advertisement for bidders, instructions to bidders regarding general and special conditions, and ensure bid forms adhere to funding agencies' requirements.
7. Assist and advise the OWNER in conducting a pre-bid conference, bid opening, bid award, negotiating a construction contract and pre-construction conference.
8. Upon receipt of notice, institute the investigation and documentation of the facts surrounding construction contract claims; arrange for and coordinate technical, financial and legal advice; respond in writing as outlined in applicable contract provisions; and, prepare for timely resolution of claims through negotiations, arbitration, or litigation.

9. Assist OWNER in meeting equal opportunity, citizen participation, and other requirements for participation in federal and state funded programs.
10. Review documentation and recommend to the OWNER at each instance, the payment of progress payments to the construction contractor(s) and other payments for professional services.
11. Prepare a final report as required by the funding agencies upon completion of the project.

SECTION III - ADDITIONAL SERVICES

As may be authorized in a written addendum to this Contract Agreement, the DISTRICT will assist the OWNER by providing additional services in connection with the PROJECT, examples of which are as set out below. Compensation for these services will be negotiated by the OWNER and DISTRICT when the Addendum is executed and the authorization to proceed is given by the OWNER.

- A. Assist the OWNER in obtaining rights of entry, easements, and rights of way for the design and/or construction of the project.
- B. Assist the OWNER in obtaining customer sign ups and surveys.
- C. Monitoring of job creation after project closeout (Economic Development Projects)
- D. Preparation of Program Income Reports after project closeout (Economic Development Projects)

SECTION IV - OWNER'S RESPONSIBILITIES

The OWNER shall:

- A. Designate in writing an OWNER'S "contact person" with respect to the DISTRICT'S services under this Agreement. Such representative shall have complete authority to transmit instructions, receive information, and interpret and define OWNER'S policies and decisions with respect to information pertinent to the DISTRICT'S services.
- B. Take proprietary ownership of the project in all stages, requiring that each consulting entity perform according to its respective contract requirements.
- C. Participate in the project planning and review preliminary engineering and/or

design characteristics of the project.

- D. Participate in scheduled monthly construction progress meetings. Be attentive to established project time schedules and take necessary measures to assure that the project proceeds in an orderly and continuous manner.
- E. Be responsible for all costs associated with required publication of notices, procurements, and advertisements for bids, as well as costs of surveyors, water sampling, and similar project research information.
- F. Name a depository bank or other insured financial institution to handle all project related funds.
- G. Be responsible for it's entities legal and tax status and that all necessary returns, filings, taxes, and other documents are prepared and filed.

SECTION V - ACCESS TO INFORMATION

- A. It is agreed that all information, data, reports, surveys, records and maps which are existing, or to be made available by other consultants and which are necessary for the carrying out of the work outlined above, shall be furnished to the DISTRICT by the OWNER and its agencies or contractors. No charge will be made to the DISTRICT for such information and the OWNER and its agencies and contractors will cooperate with the DISTRICT in every way possible to expedite the performance of the work described in this Contract.
- B. All project work papers, a copy of the completed application(s), and copies of the periodic progress reports shall be retained by the DISTRICT for up to 36 months from date of project closeout and shall be made available to the OWNER upon request.

SECTION VI - COMPENSATION AND METHOD OF PAYMENT

Payment for any services performed by the DISTRICT for the OWNER is conditioned upon the OWNER receiving federal and/or state funding assistance as a consequence of application(s) submitted by the DISTRICT on behalf of the OWNER. Consequently, if the project is funded:

- A. The maximum amount of compensation and reimbursement to be paid hereunder for planning and administrative services shall be **\$116,000.00**, or that amount approved for such services by the participating funding agency (ies), whichever is less. Periodic payments will be made to the DISTRICT as the project proceeds, except that the OWNER shall retain 10% of the compensation for administrative services until the project is closed out.

- B. The OWNER will remit payment to the DISTRICT within thirty (30) days after the receipt of each invoice.

SECTION VII - TIME OF PERFORMANCE

The actions of the respective parties to this Agreement shall commence on the ____ day of _____ 2024. Terms may be renewed by expressed written consent of each party.

- A. The provisions of this Section and the various rates of compensation for DISTRICT'S services provided for in Section VI of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT.
- B. If the DISTRICT'S services for the PROJECT are delayed or suspended in whole or in part by the OWNER, and/or by the funding, regulatory, or other governmental authorities for more than 12 month(s) for reasons beyond the DISTRICT'S control, the payments and various rates of compensation provided in Section VI shall be subject to re-negotiation with the OWNER.

SECTION VIII - OWNERSHIP OF DOCUMENTS

All documents, including work papers, original drawings, estimates, specifications, field notes and data are the property of OWNER. The DISTRICT may retain reproducible copies of drawings and other documents.

SECTION IX - PROFESSIONAL CONDUCT

- A. The DISTRICT shall be responsible for the use of reasonable skill and care befitting professional planning and administrative duties in the preparation of particular plans, specifications, studies, reports and budgets, and in carrying out specific functions and performing specific procedures necessary for the implementation of the project covered by this Contract.
- B. The DISTRICT assures that all proprietary information, work, documentation and other such discussions or items associated with the Project will not be disclosed by the DISTRICT or employees thereof without the express prior consent of the OWNER, and that said obligation for such assurance is perpetual.

SECTION X - INDEMNIFICATION

The DISTRICT shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the DISTRICT, and shall exonerate, indemnify and hold harmless the OWNER, its officers, agents and all

Project Planning & Administration Contract

employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws. Further, the DISTRICT shall exonerate, indemnify and hold harmless the OWNER with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by the DISTRICT. This shall not be construed as a limitation of the DISTRICT'S liability under the Contract or as otherwise provided by law.

The DISTRICT shall not be responsible for acts made by the OWNER for which the DISTRICT has no control over. The OWNER shall indemnify and hold harmless the DISTRICT for the results of any decisions made within the OWNERS authority.

SECTION XI - ADDITIONAL TERMS AND CONDITIONS

- A. This Contract is subject to the provisions of funding agencies' requirements and administrative guidelines. More specifically, if this Contract involves project planning or administration funded under the Community Development Block Grant program, additional terms and conditions apply which are fully delineated under the caption Part II of this Contract and are attached.
- B. It is expressly stated and understood by both the OWNER and the DISTRICT that this agreement as regards project planning and administrative services is limited to the activities set out in the scope of services above, and contains no assurances, expressed or implied, of approval of funds requested.
- C. It is understood that other consultation and/or professional service fees (for engineering, architectural, geotechnical, archaeological, legal, accounting, appraisals, land surveys, and other services as may be required for the Project) are the responsibility of the OWNER and the cost of same are excluded from this Contract Agreement and are not the responsibility of the DISTRICT.
- D. The OWNERS should make themselves available, in a timely manner, to authorize execution of relevant documents and to give and receive information relevant to this agreement.
- E. The OWNERS agree to make the DISTRICT aware of other agencies they have procured to work on the same project.

Project Planning & Administration Contract

SECTION XII - PRINCIPAL CONTACT & ADDRESS OF NOTICES

OWNER Contact: David Gibson, Superintendent

Address: 232 Main Street

Paintsville, KY 41240

606-789-2564

Informational Copies of all documentation to be directed to:

DISTRICT Contact: Eric Ratliff

Address: Big Sandy Area Development District

110 Resource Court

Prestonsburg, Kentucky 41653

606-886-2374 Telephone

SECTION XIII - AUTHORIZATION

This Contract is authorized by the Paintsville Independent Schools on this the _____ day of _____, 2024.

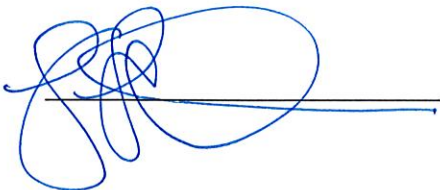
ATTEST:

PAINTSVILLE INDEPENDENT SCHOOLS

David Gibson, Superintendent

ATTEST:

BIG SANDY AREA DEVELOPMENT DISTRICT



Eric Ratliff, Executive Director