



AGREEMENT BETWEEN CLIENT AND AEI FOR PROFESSIONAL SERVICES

This is an agreement effective as of March 5, 2025 between American Engineers, Inc. ("AEI") and Ohio County Fiscal Court ("Client").

Project Name and Location: (see Attachment B for Project Location)

Shreve Road (CR-1031) bridge over Rocky Fork in Ohio County, KY – ("Project")
Bridge No. 092C00083N

Scope and Extent of Professional Services: The Client, by entering into an Agreement with AEI, desires to engage AEI to provide the following services: (see Attachment A for Scope Summary)

- 1. Field Surveying including Hydraulic Cross Sections**
- 2. Geotechnical – two (2) rockline soundings**
- 3. Hydraulic HY-8 Analysis**
- 4. Develop Preliminary Bridge Plan**
- 5. KY DOW Permit based upon required geometric and hydraulic requirements**
- 6. Final Bridge Plans**
- 7. Bid Document, Advertising, Bid Opening Review of Documents**

Fee Arrangement: The Client will pay AEI the fee of

\$40,000.00 Lump Sum as further outlined in Section 7.01

Client and AEI further agree as follows:

1.01 Basic Agreement and Period of Service

- A. AEI shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, AEI shall furnish services in addition to those set forth above. Client shall pay AEI for its services as set forth in Paragraphs 7.01 and 7.02.
- B. AEI shall complete its services within a reasonable time, or within the following specific time period consistent with sound professional practices for similar types of work: **Estimated Completion Date of 7-15-2025**
- C. If the Project includes construction-related professional services, then AEI's time for completion of services is conditioned on the time for Client and its contractors to complete construction not exceeding **N/A months** from the date of this agreement. If the actual time to complete construction exceeds the number of months indicated, then AEI's period of service and its total compensation shall be adjusted equitably upon mutual consent by Client and AEI.
- D. If, through no fault of AEI, such periods of time or dates are changed, or the orderly and continuous progress of AEI's services is impaired, or AEI's services are delayed or suspended, then the time for completion of AEI's services, and the rates and amounts of AEI's compensation, shall be adjusted equitably upon mutual consent by Client and AEI.



- E. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of AEI's services, and the rates and amounts of AEI's compensation, shall be adjusted equitably upon mutual consent by Client and AEI.

2.01 Payment Procedures

- A. *Invoices:* AEI shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. If Client fails to make any payment due AEI for services and expenses within 30 days after receipt of AEI's invoice, then the amounts due AEI will be increased at the rate of 1.0% per month from said thirtieth day.
- C. If Client fails to make prompt payments, AEI may, after giving 7 days written notice to Client, suspend services under this Agreement until AEI has been paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against AEI for any such suspension.
- D. Payments will be credited first to interest and then to principal.
- E. *Disputed Invoices:* If Client contests an invoice, Client shall promptly advise AEI of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - i. For cause,
 - 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay AEI for its services is a substantial failure to perform and a basis for termination.
 - 2) By AEI:
 - a. upon seven days written notice if Client demands that AEI furnish or perform services contrary to AEI's responsibilities as a licensed professional; or
 - b. upon seven days written notice if AEI's services for the Project are delayed for more than 90 days for reasons beyond AEI's control.

AEI shall have no liability to Client on account of a termination by AEI under Paragraph 3.01.A

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.i.2 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



ii. For convenience, by Client effective upon AEI's receipt of written notice from Client.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow AEI to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, AEI will be entitled to invoice Client and to receive full payment for all services performed, items furnished, or costs incurred directly related to termination (*demobilization, personnel reassignment, associated overhead costs, etc.*) in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 Successors, Assigns, and Beneficiaries

- A. Client and AEI are hereby bound and the successors, executors, administrators, and legal representatives of Client and AEI (and to the extent permitted by Paragraph 4.01.B the assigns of Client and AEI) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor AEI may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or AEI to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and AEI and not for the benefit of any other party.

5.01 General Considerations

Standard of Care. The Standard of Care for all professional engineering and related services performed or furnished by AEI under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances. AEI makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with AEI's services. Subject to the foregoing Standard of Care, AEI and its affiliates may use or rely without liability upon the accuracy and completeness of design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- A. **Site Authority.** AEI shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AEI have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.



- B. **Jurisdiction.** This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. AEI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. AEI is not responsible for variations between actual construction bids or costs and AEI's opinions or estimates regarding construction costs.
- D. **Acts and Omissions.** AEI shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AEI's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AEI. AEI shall not have authority to stop work.
- E. **Documents/Deliverables:** All documents/deliverables prepared or furnished by AEI are instruments of service, and AEI retains ownership and property interest (*including the copyright and the right of reuse*) in such documents/deliverables, whether or not the Project is completed. Client shall have a limited license to use the documents/deliverables on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by AEI of full payment for all services relating to preparation of the documents/deliverables and subject to the following limitations: (1) Client acknowledges that such documents/deliverables are not intended or represented to be suitable for use on the Project unless completed by AEI, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by AEI; (2) any such use or reuse, or any modification of the documents/deliverables, without written verification, completion, or adaptation by AEI, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to AEI or to its officers, directors, members, partners, agents, and employees;
- F. **Indemnification.** If any claim is brought against either Client or AEI by any third party, relating in whole or in part to the negligence of Client or AEI, each party shall indemnify the other against any loss or judgment, including attorney's fees and costs, to the extent that such loss or expense is caused by the party's negligence. In addition, Client shall indemnify and hold harmless AEI and its officers, directors, members, partners, agents, and employees from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents/deliverables without written verification, completion, or adaptation by AEI; and such limited license to Client shall not create any rights in third parties.
- G. **Insurance.** AEI will maintain worker's compensation and employer's liability insurance as required by state law, comprehensive general liability insurance with a combined single limit of \$2,000,000; automotive liability insurance with a combined single limit of \$1,000,000; professional liability of \$5,000,000; pollution liability of \$2,000,000. AEI shall maintain such policies in force for the duration of the Contract period. AEI will comply with Client's reasonable requests for special endorsements, additional limits and coverages, etc., provided these are available to AEI and the Client remunerates AEI for the cost of each.

Limitation of Liability. Under no conditions will AEI be liable to the Client for an amount exceeding the total amount of fees paid by Client to AEI for services performed under this Contract, or \$50,000, whichever is lesser. This limitation shall apply to any and all injuries, damages, losses, expenses, claims, or claims expenses (Attorney's fees and expert witness fees) arising from or related to work performed under this Contract from any cause or causes. This provision is limited to contractual damages.



The parties acknowledge that AEI's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If AEI or any other party encounters a Hazardous Environmental Condition, AEI may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist AEs or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- H. **Dispute Resolution.** Client and AEI agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute has been made in writing. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated by a mediator in the Commonwealth of Kentucky. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and AEI and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Client shall pay AEI in accordance with the Fee Arrangement described on Page 1 and as follows:
- i. The portion of the compensation amount billed monthly for AEI's services will be based upon AEI's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 Additional Services:** For additional services of AEI's employees engaged directly on the Project, Client shall pay AEI an amount equal to the cumulative hours charged to the Project by each class of AEI's employee's times standard hourly rates for each applicable billing class; plus reimbursable expenses and AEI's subconsultant charges, if any. AEI's standard hourly rates are attached as Attachment C.



Attachment A: Scope Summary

1. Field Survey to include stream Cross-Sections required to perform HY8 analysis and to provide a topographic survey within 50-ft each side of the existing bridge including within 50-ft of each approach to the bridge and field measure the existing bridge as required to develop an accurate hydraulic model of the existing bridge and proposed bridge.
2. Geotechnical – two (2) rockline soundings to determine depth to bedrock.
3. Perform HY8 analysis (Hec Ras may end up being required by the DOW) using the field survey Cross-Sections, topographic survey, and as-built bridge dimensions to determine existing water surface elevations with and without the existing bridge. The proposed bridge will also be modeled hydraulically in HY8. If the DOW requests the hydraulic modeling to be re-submitted and performed as a HEC-RAS Model, we can perform as additional work scope. We will determine the required bridge opening size as required to be compliant with the KY Division of Water’s criteria of a 1-ft maximum rise in the 100-yr water surface as compared to the analysis with no bridge. The bridge is currently shown appearing in FEMA Zone AE.
4. Provide preliminary design and plans with cost estimate for bridge replacement in conjunction with the County’s input as follows: Replace Bridge.
5. KY DOW Permit – We will prepare and submit the permit applications as required by the KY Division of Water. This work will include coordination and plan revisions as required to obtain these permits. If the DOW requests hydraulic analysis to be re-submitted as a Hec-Ras Model, we can provide for additional fee.
6. Provide Final Bridge plans. Bridge plans will include plan, profile, and guardrail attachment.
7. Bid and Contract Documents (to be by the County), Advertising (by the County), and Bid Opening review – this work phase will consist of preparing the bid and contract documents on 8 ½”x11” (by the County), email plans and bid documents to qualified bidders (by AEI). Advertising will consist of preparing an Ad describing the project for advertisement in the local newspaper (by the County). Ad fees will be paid by the County. Bid Opening review will consist of reviewing bids for completeness and qualifications of bidders to perform the work (KYTC Prequalified) and provide recommendation of award letter (by AEI).

Attachment B: Project Location:





Attachment C:

STANDARD AEI STAFF & FIELD SERVICES RATES
Effective April 27, 2024

HOURLY STAFF RATES

Vice President	\$ 295.00
Senior Project Manager IV	\$ 290.00
Senior Engineer V	\$ 235.00
Business Development Manager III	\$ 200.00
Engineer II	\$ 145.00
Engineer III	\$ 190.00
Engineer IV	\$ 200.00
Engineering Specialist I	\$ 115.00
Engineering Specialist II	\$ 130.00
Engineering Specialist III	\$ 140.00
Project Coordinator CM I	\$ 160.00
Project Manager III	\$ 125.00
Senior CAD Technician V	\$ 80.00
Engineering Technician II	\$ 80.00
Senior Inspector V	\$ 135.00
Inspector I	\$ 75.00
Inspector II	\$ 80.00
Inspector III	\$ 85.00
Inspector IV	\$ 90.00
Geologist I	\$ 85.00
CAD Technician I	\$ 75.00
CAD Technician II	\$ 80.00
CAD Technician III	\$ 85.00
CAD Technician IV	\$ 100.00
Survey Manager	\$ 175.00
2-Man Survey Crew	\$ 200.00
3-Man Survey Crew	\$ 265.00
Surveyor II	\$ 85.00
Surveyor III	\$ 100.00
Senior Surveyor IV	\$ 120.00
Environmental Specialist	\$ 105.00
Landscape Architect I	\$ 90.00
Senior Accountant III	\$ 135.00
Payroll Analyst I	\$ 70.00
Admin Assist I	\$ 70.00
Admin Assist II	\$ 80.00
Proposal Coordinator II	\$ 80.00
Undergraduate Intern	\$ 60.00

MILEAGE

Standard Vehicle	mile	\$ 0.61
Support Vehicle	mile	\$ 1.00
Drill Rig	mile	\$ 5.30

SOIL TESTING

California Bearing Ratio (CBR)	\$ 300.00
Modified Proctor	\$ 250.00
Standard Proctor	\$ 220.00
Unconfined Compression Strength (qu)	\$ 100.00
Consolidation Testing	\$ 700.00
Organic Content	\$ 70.00
Grain Size Analysis	\$ 170.00
Atterberg Limits	\$ 100.00
Natural Moisture Content	\$ 12.00
Resistivity	\$ 75.00
Field Density*	Hourly Rate

AGGREGATES

Gradation	\$ 300.00
Specific Gravity	\$ 115.00
Asphalt Coring	Hourly Rate \$ 275.00
Field Density Test(Nuclear)*	Hourly Rate

CONCRETE

Compressive Strength	Per Cylinder	\$ 23.00
Concrete Cylinders *	Hourly Rate	
Concrete Slump Test*	Hourly Rate	
Air Entrainment*	Hourly Rate	
Concrete Beams*	Hourly Rate	

DRILLING SERVICE

Drill and Crew for Soil Auger		
Borings (w/SPT)	Hourly Rate	\$ 275.00
Rock Coring	Per Foot	\$ 70.00
Rock Coring Setup	Hourly Rate	\$ 200.00
UD 3-in Tube Sampling	Each	\$ 100.00
Dozer Work	Hourly Rate	\$ 160.00
Slab Coring	Hourly Rate	\$ 275.00
Water Truck	Per Mile	\$ 2.50
Lodging & Per Diem	Per Day	\$ 200.00
ER Investigation	Hourly Rate	\$ 275.00
Drilling 0-25'	Per Foot	\$ 25.00
Drilling 25-50'	Per Foot	\$ 30.00
Drilling 50-100'	Per Foot	\$ 35.00

SUBSURFACE UTILITY ENGINEERING

Ground Penetrating Radar	Hourly Rate	\$ 215.00
SUE Level A	Hourly Rate	\$ 275.00
SUE Level B	Hourly Rate	\$ 195.00

GEOSPATIAL

Lecia LIDAR/Scanner	Hourly Rate	\$ 275.00
Microdrone LIDAR	Hourly Rate	\$ 195.00
UAV (Hybrid)	Hourly Rate	\$ 150.00
UAV (Rotor)	Hourly Rate	\$ 100.00
Hydro/Bathymetric (single beam)	Per Day	\$ 285.00
Trimble X7	Hourly Rate	\$ 185.00

*Tech I, II, III, IV dependent upon availability and/or complexity. Additional testing may be available upon request



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.

AEI:

CLIENT:

By

By

(Signature)

(Signature)

Name Peter Overmohle, PE, PTOE, PMP

(Print)

Name _____
(Print)

Title VP, Area Manager – KY/OH

Title _____

Date 3/5/2025

Date _____