



# EASTERN KENTUCKY UNIVERSITY

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Office of Finance & Administration  
Division of Capital Construction  
& Project Administration

Commonwealth 1410  
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Richmond, KY 40475-3102  
(859) 622-8797

## AGREEMENT FOR MECHANICAL ENGINEERING SERVICES

**THIS AGREEMENT** made and entered into this 1st day of July, 2017 by and between Eastern Kentucky University, as represented by the Division of Capital Construction and Project Administration (CPPA), hereinafter referred to as the "Owner" or as the "University" and \_\_\_\_\_, hereinafter referred to as the "Engineer".

**WITNESSETH THAT WHEREAS** the Owner desires to avail itself of the services of a mechanical engineer registered and licensed as such by the Kentucky State Board of Registration for Professional Engineers and Land Surveyors, pursuant to KRS Chapter 322, to provide mechanical services for planning miscellaneous renovations and improvement projects at various locations as required by the Owner, and

**WHEREAS**, the engineer is licensed as an engineer pursuant to KRS Chapter 322, or is a firm employing such a licensed engineer who will be in responsible charge of all engineering work accomplished under this agreement (in which case the firm is referred to hereinafter as an individual), and is qualified to perform the required services. All professional services by this contract shall be performed by the Engineer or bonafide employee and shall not be subcontracted.

**NOW, THEREFORE**, the Owner and the Engineer, for the consideration hereinafter named, agree as follows:

### **ARTICLE I – THE ENGINEERING SERVICES:**

Provide mechanical engineering services for inspection, design and supervision of miscellaneous renovation and improvement projects at various locations as required and directed by the Division of Capital Construction and Project Administration. The services may consist of any or all of the following:

1. The development of a written project program.
2. The evaluation of a using Agency program.
3. Phase A-schematics and construction cost estimate.
4. Phase B-design development plans and outline specifications.
5. Phase C-final plans and specifications.
6. Phase D-construction supervision and warranty period service

### **ARTICLE II – FEES AND OTHER PAYMENTS:**

A. For services rendered by the Engineer pursuant to this Agreement, the University will make payments to the Engineer on the basis of hourly rates plus reimbursements, in accordance with the following schedule of rates:

1. Payment for Personal Services:

Principal of Firm/Professional

\$125.00 per hr

Project Engineer (other than Principal)	\$100.00 per hr
SR. Project Manager	\$75.00 per hr
Graduate Engineer (or Engineer in Training)	\$60.00 per hr
CAD Technician/Draftsperson	\$60.00 per hr
Engineering Technician/Inspector	\$50.00 per hr
Word Processing/Clerical	\$40.00 per hr

2. Reimbursements: Actual Cost  
(back up receipt required)
- Printing
  - Testing
  - Other Expenses as Determined/approved  
by Department A/E (work not approved if  
under another master agreement)

**B. CONDITIONS:**

1. There shall be no additional charge for overhead or profit nor for overtime.
2. The Engineer is expected to use employee appropriate for the job. If employee with higher qualifications than required is used, the rate of pay shall be that appropriate for the job rather than the rates the employee might be entitled to for work requiring their additional qualifications.
3. Relative to portal to portal pay travel expenses, the following conditions shall prevail:
  - (a) Payment may be requested for actual time spent on behalf of the University at the contract per diem hourly rates.
  - (b) Mileage expenses shall not be claimed.

**ARTICLE III – RECORDS AND PAYMENTS:**

- A. The engineer shall keep an accurate record of time and expense on each project, and such records shall be accessible to the University for examination upon request.
- B. Within thirty (30) days after completion of a project, the Engineer shall render an itemized invoice on the standard invoice and receiving report form of the University. After same has been audited and approved, it will be processed for payment in routine manner and form, as prescribed for payment of obligations.

**ARTICLE IV – TENURE OF CONTRACT AND TERMINATION RIGHTS:**

- A. Contract shall begin upon award of contract and end June 30 of each year with annual renewals thereafter subject to cancellation by the University.
- B. No adjustment in the contract unit fees will be permitted.
- C. Pursuant to 200 KAR 5:312, the Owner may terminate this Agreement when, in the opinion of the Owner, the A/E is in breach of any of the terms and conditions of this Agreement.

The Owner shall also have the right to terminate this Agreement for its own convenience as authorized under KAR 5:312.

**ARTICLE V – AGREEMENTS AND UNDERSTANDINGS:**

- A. It shall be understood and agreed that any contract or agreement will not be effective and binding against the Owner until the unit Price Contract has been approved and issued by Eastern Kentucky University and one (1) copy of the Agreement filed with the Legislative Research Commission, with each such copy being accompanied by documentation of the need for such service.
- B. The Engineer hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- C. The Engineer acknowledges and understands that no payment may be made under this agreement before completion of the procedure provided for by KRS 45A.695 unless and until alternate actions occur as set out in KRS 45A.695(7).
- D. It shall not be construed that any legal or financial responsibility is constituted on behalf of the Owner by the contract unless the Owner directs the engineer, in writing, to perform services as hereinbefore outlined in this agreement.
- E. The Engineer agrees to commence services, when directed by the Owner upon a prompt and reasonable date and complete same at the earliest possible time.
- F. All reports, drawings and specifications, as instruments of services shall be the property of the Owner whether or not the work for which they are made be executed.
- G. It is agreed by and between the parties hereto that the Engineer will observe the rules of Eastern Kentucky University and will not solicit or employ University employees in conjunction with his work under this contract without the approval of the Owner and the head of the department in which the employee is employed. The Owner and the Engineer hereby agree to the performance of the covenants contained herein.
- H. **MINIMUM INSURANCE REQUIREMENTS:** The Engineer shall maintain the following or equivalent insurance policies at no less than the limits shown below and cause its sub consultants to maintain similar insurance with limits acceptable to the University:

<b>COVERAGE</b>	<b>LIMITS</b>
<b>Professional Liability</b>	<b>\$1 million per claim, \$2 million aggregate</b>
<b>General Liability</b>	<b>\$1 million per occurrence, \$2 million aggregate</b>
<b>Worker's Compensation</b>	<b>Statutory</b>
<b>Employer's liability</b>	<b>\$ 500,000.00</b>

The policies above shall contain the following conditions:

1. The University shall be named as an additional insured in the Engineer's general liability policy.
2. The Engineer's general liability shall be primary to any insurance or self-insurance retained by the Commonwealth of Kentucky.
3. The University shall be provided at least thirty (30) days notice in the event any of the required policies are canceled or non-renewed.
4. Professional Liability (Errors and Omission) policies shall be maintained for a minimum of three (3) years beyond the completion date of the project, to the extent commercially available. If not commercially available, the Engineer shall notify the Owner and obtain similar insurance that is commercially available and acceptable to the University.
5. A copy of the certificate of insurance shall be provided by the Engineer to the Owner upon execution of this Contract.



**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1. Is authorized to transact business in the Commonwealth;
- 2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____ Signature	_____ Printed Name
_____ Title	_____ Date
Company Name	_____
Address	_____
	_____
	_____

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

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

[seal of notary] My commission expires: \_\_\_\_\_

**VENDOR STATEMENT OF NON-CONFLICT OF INTEREST**

**PROJECT:** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

**I HEREBY CERTIFY, IN RELATION TO THE ABOVE LISTED PROJECT:**

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation). "Bidder" shall be used interchangeably with "person providing quote" based on whether a bid or phone quote, respectively, is being solicited.
2. That the bidder, or person providing an oral quote, is legally entitled to enter into the contract with the Commonwealth of Kentucky and its agency, Eastern Kentucky University, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.455 or KRS 164.390.
3. That the bidder acknowledges a certificate of insurance is on file with ECU Facilities Services office and that it is current and will remain current for the extent of this project.
4. Eastern Kentucky University is a tobacco-free campus. In an effort to create a healthy and beautiful campus environment for ECU faculty, staff, students, and visitors, ECU has implemented a tobacco-free policy as of June 1, 2014. The use of all tobacco is prohibited on all property that is owned, leased, occupied, or controlled by the University. The policy includes all forms of tobacco, including, but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, bidis, clove cigarettes and smokeless tobacco products (snuff, chewing tobacco, and dipping tobacco).

For more on this information, please visit [www.tobaccofree.eku.edu](http://www.tobaccofree.eku.edu).

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: \_\_\_\_\_