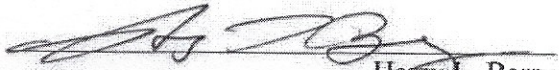


**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-163**

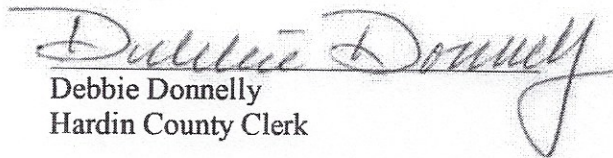
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the Pitman Green LLC, Professional Services Agreement for Engineering Services, effective August 29, 2022.

BE IT FURTHER RESOLVED, to authorize Judge/Executive Harry L. Berry to negotiate the terms and conditions and to execute the Professional Services Agreement.

ADOPTED, by the Hardin County Fiscal Court in its Regular Meeting of 23 August 2022.


Harry L. Berry
Hardin County Judge/Executive

ATTEST:


Debbie Donnelly
Hardin County Clerk

Pitman Green LLC
Professional Services Agreement for Engineering Services
Contract # _____

This Agreement is made and becomes effective this 29th day of August, 2022, between **Hardin County Fiscal Court** (Client) and **Pitman Green LLC** (Consultant), a Kentucky corporation.

Client hereby retains Consultant to perform engineering services for Client as described in an individual work order that shall be issued for each project or service. Work orders issued under this Agreement shall contain a description of the services (the Scope of Work) and shall state the compensation (the Fee) to be paid to Consultant by Client, and shall include a Schedule for completing the services. Each work order so issued shall become a part of this Agreement. Client acknowledges that Consultant will develop the Scope of Work, Fee, and Schedule for each engagement or Project based on available information and various assumptions. Client further acknowledges that adjustments to the schedule and compensation may be agreed upon by both parties, as deemed necessary by both the Client and the Consultant, and that such adjustment to the schedule and/or compensation shall be done by written agreement of both parties. Consultant agrees to perform the services in consideration of the compensation described in each work order and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Work Orders issued under this Agreement, any attachments referenced therein, and the attached Standard Terms and Conditions. This agreement between the Client and Consultant supersedes all prior written and oral understandings. This agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

Period of Service This Agreement shall become effective on the date written above and shall continue in full force and effect through December 31, 2027, unless earlier terminated by either party as set forth in the Termination provision of this Agreement. This Agreement may be renewed for additional one (1) year terms upon agreement in writing by both parties.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Hardin County Fiscal Court
150 North Provident Way
Elizabethtown, Kentucky 42701

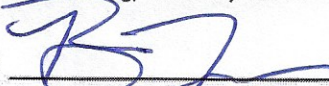


Client's Authorized Signature

Harry Berry
Judge Executive

Witness

Pitman Green LLC
131 N. Public Square,
Greensburg, Kentucky 42743



Consultant's Authorized Signature

Brian Ferguson, PE
Managing Partner

Witness

Professional Services Agreement

Attachment A - Work Order

For

Pitman Green LLC

WORK ORDER CONTRACT

**NO. _____ FOR
ENGINEERING SERVICES
DATED August 29, 2022**

CONSULTANT

CLIENT

Name	<u>Pitman Green LLC</u>	<u>Hardin County Fiscal Court</u>
Street Address	<u>131 N. Public Square</u>	<u>150 North Provident Way</u>
City, State, Zip	<u>Greensburg, KY 42743</u>	<u>Elizabethtown, KY 42701</u>
Contact Person	<u>Brian Ferguson</u>	<u>Harry Berry</u>
Telephone	<u>270-973-5213</u>	<u>270-765-2350</u>
E-Mail	<u>bferguson@pitmangreen.com</u>	<u>hberry@hcky.org</u>

Work Order Date: _____

Project Identification: Name: County Engineering Services

Project No: 22-144 Location: Hardin County Government Center and Home Office

SCOPE OF WORK


Provide engineering services for Hardin County according to the attached work items, estimated hours and Hourly rate. Additional services shall be provided and compensated according to specific project details.

SCHEDULE OF WORK

Provide a minimum of 20 hours each week to complete appropriate tasks with additional hours as needed.

FEE: \$150/Hour for Senior Engineer and \$135/Hour for Project Engineer

ACCEPTED BY:


Consultant's Authorized Signature
BRIAN FERGUSON
Printed Name
MANAGING PARTNER
Title

AUTHORIZED BY:


Client's Authorized Signature
HARRY L. BERRY
Printed Name
Judge/Executive
Title
August 23, 2022
Date Executed

Two originals of this work order shall be executed by the Client and returned to Pitman Green LLC. A fully executed copy will be returned to the Client.

Pitman Green LLC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in individual Work Orders and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Cost of Living Adjustment** shall apply to the standard rate each Fiscal Year for the length of the contract.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for specialized projects to address specific needs for the community. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

General Liability-\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O)-\$1,000,000 each claim and in the aggregate

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultants proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Hardin County Government

Project Title: Engineering Services (Hours Based on 12 Months)

LIN	PROJECT	Senior Engineer	Project Manager	Fee	Notes
	Unit Rate	\$150.00	\$135.00		
Task 1	Address Public Concerns				
1001	Contact Property Owner		70	\$9,450.00	
1002	Field Review		140	\$18,900.00	
1003	Research Solutions		80	\$10,800.00	
1004	Follow up as needed		40	\$5,400.00	
	Subtotal Task 1		330	\$44,550.00	
Task 2	Road Department Collaboration				
2001	Pipe Sizing		70	\$9,450.00	
2002	Snow & Ice Preparation		45	\$6,075.00	
2003	Assist with Drainage Issues		75	\$10,125.00	
2004	Pavement Evaluation		45	\$6,075.00	
2005	80/20 Bridge Project Management		15	\$2,025.00	"Design to be Negotiated"
	Subtotal Task 2		250	\$33,750.00	
Task 3	MS4 Permit				
3001	Review Permit Annual Report		10	\$1,350.00	
3002	Resolve EPSC Issues		70	\$9,450.00	
3003	Review Drainage Plans		200	\$27,000.00	
3004	Plan Review		100	\$13,500.00	
3005	Floodplain Coordinator		70	\$9,450.00	
3006	Update Stormwater Manual			\$0.00	Negotiated
3007	Update SOWMP			\$0.00	Negotiated
3008	Update other MS4 Documents			\$0.00	Negotiated
	Subtotal Task 3		450	\$60,750.00	
Task 4	Meetings & Training				
4001	Weekly Office Visits		100	\$13,500	
4002	Fiscal Court Presentation		20	\$2,700	
4003	Fiscal Court Written Report		20	\$2,700	
4004	Training and Certifications		10	\$1,350	
4005	MPO Meeting		10	\$1,350	
4006	P&Z Meetings		20	\$2,700	
4007	Synchronization Meetings with Judge/Staff		20	\$2,700	
	Subtotal Task 4		200	\$27,000	
Task 5	Program Management				
5001	General oversight, submittals, contract administration	20		\$3,000	
	Subtotal Task 5	20		\$3,000	
	Total Fee	20	1,230	\$169,050	Waived/Not to Be Paid