

DATE: June 26, 2014
TO: All Concerned
FROM: Mark Iverson, General Manager

RE: Memorandum for Record: Signature Authority for Engineer Service Agreements

For the sole and express purpose of entering into Engineering Service Agreements (see enclosure), I delegate signature authority to the BGMU Water / Wastewater Engineering Superintendent and to the Water / Wastewater Systems Manager.

Enclosure
As stated



ENGINEER SERVICE AGREEMENT

This Agreement (the “Agreement”) is entered into as of the ____ day of _____, 20____, by and between Bowling Green Municipal Utilities Board ("BGMU"), _____ ("the Engineer"), and _____ ("the Owner").

WHEREAS, the Owner is the owner of certain real property located at _____ (“the Property”);

WHEREAS, it is mutually desirable among the parties that the Engineer complete certain engineering work on the Owner’s Property, including the installation of water and/or sewer lines that will be dedicated for use and provision of services to BGMU; and

WHEREAS, the parties hereto wish to set forth in detail their duties and obligations pertaining to the Engineer’s completion of the engineering work.

NOW THEREFORE, in exchange for the mutual premises and conditions contained herein, the sufficiency of which is mutually acknowledged, the parties agree as follows:

1. The Owner has provided certain information, plans and/or schematics to the Engineer, which the Engineer will use to complete the engineering work. The Owner warrants that all information provided to the Engineer concerning the Property and the engineering work is true and accurate.

2. The Engineer warrants that he/she has read and fully understands the Bowling Green Municipal Utilities Water and Sewer System Improvements Specifications prior to the completion of any engineering design work for BGMU. The Engineer further warrants and certifies that the Engineer has prepared the plans, computations, and specifications for the engineering project and that such plans, computations, and specifications satisfy the applicable provisions of Kentucky law, standard engineering practices, BGMU specifications, and all applicable laws for the engineering project.

3. The parties acknowledge and agree that, for a period of one year after a problem is discovered, the Engineer shall bear personal pecuniary liability for any and all necessary corrections of deficiencies in water and/or sewer utility installations discovered after said acceptance that the Engineer or an Inspector acting on the Engineer’s behalf has certified to have been installed in accordance with BGMU’s Water and Sewer System Improvement Specifications.

4. It shall be the responsibility of the Engineer to ensure that either the Engineer or an Inspector working on behalf of the Engineer is present at the project site at all times. In the event that an Engineer or Inspector is not on the project site, BGMU reserves the right to require work to cease until an Engineer or Inspector returns to the project site. It shall further be the Engineer’s responsibility to advise any Inspectors and any other person completing engineering construction administration work in accordance with the Bowling Green Municipal Utilities Water and Sewer System Improvements Specifications and ensure compliance with such specifications.

5. Upon completion of the engineering project, the Engineer shall stamp or cause to have stamped "AS BUILT" on all prepared drawings, plats, schematics, and any other documents prepared or used by the Engineer in completion of the engineering project. Such stamp shall serve as a warranty by the Engineer that the completed engineering project is in compliance and consistent with the documents thereby stamped.

6. It shall be the responsibility of the Owner to ensure that the engineering work completed by the Engineer, including the completion of the engineering project, is completed in accordance with all applicable drawings, plats, schematics, and any other documents prepared or used by the Engineer in completion of the Engineering project.

7. The Engineer agrees to indemnify, save and hold harmless BGMU from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any person or entity arising out of any breach of the Engineer's responsibilities or obligations, representations or warranties under this Agreement, or arising out of any negligence, recklessness, or intentional acts of the Engineer or any Inspectors retained by the Engineer.

8. The Owner agrees to indemnify, save and hold harmless BGMU from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any person or entity arising out of any breach of the Owner's responsibilities or obligations, representations or warranties under this Agreement, or arising out of any negligence, recklessness, or intentional acts of the Owner. The Owner further agrees to indemnify, save, and hold harmless BGMU from any and all damages, liabilities, costs, losses or expenses arising out of any action by the Engineer or any Inspector retained by or acting on behalf of the Engineer, including any breach of the Engineer's responsibilities or obligations, representations or warranties under this Agreement, or arising out of any negligence, recklessness, or intentional acts of the Engineer or any Inspector retained by or acting on behalf of the Engineer.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

BGMU:

BOWLING GREEN MUNICIPAL
UTILITIES BOARD

By: _____
Print Name: _____
Title: _____

ENGINEER:

By: _____
Print Name: _____

OWNER:

By: _____
Print Name: _____