

PROFESSIONAL SERVICES AGREEMENT

Cahill Surveyors, Inc.

34 Broadway, P.O. Box 377, Dry Ridge, Kentucky 41035

Phone (859) 824-7702

Fax (859) 824-7712

Client Name Gallatin County Board of Education

Billing Address

Street: 75 Boardwalk St. City: Warsaw State: KY Zip Code: 41095

Phone Numbers: (Daytime) 567-1820 (Fax) 567-4528

Location of Property

Street: Park Road City: Warsaw State: KY Zip Code: 41095

Acreage # of Divisions # of Plats 1 # of Legals

Scope of Work

Topographical survey of the site depicted by Ross Tarrant Architects in the area South and East of the
Gallatin County High School at an hourly rate of \$135/hour for field work and \$85/ hour for office
work.

Probable Cost of Services

(In-Office Determination Based Upon The Above Information Provided By The Client)

\$ not to exceed \$4000

The Terms and Conditions of the reverse of this form are incorporated and made a part of this Agreement.

Offered by:

Accepted by: (Person responsible for payment)

Craig Adkins
Signature

1/27/12
Date

Signature

Date

Craig Adkins, surveyor
Printed Name & Title

Printed Name of Client

TERMS AND CONDITIONS NOTICE

1. "PROBABLE COST OF SERVICES" ARE GIVEN TO APPROXIMATE FEES FOR PROFESSIONAL SERVICES, IT IS NOT A GUARANTEE OR TOTAL PROJECT COST. IN GENERAL, ALL FEES ARE BASED ON IN-OFFICE INFORMATION RECEIVED BY THE CLIENT.
2. PROJECT MATERIAL SUCH AS STAKES, FLAGS, CORNER MONUMENTS, DEED COPIES & MAPS, ETC. AND TRAVEL TIME AND MILEAGE ARE INCLUDED IN THE ESTIMATE. ANY FEES REQUIRED TO OUTSIDE AGENCIES SUCH AS ENGINEERING SERVICES, PLANNING & ZONING, HEALTH DEPARTMENT, ETC. ARE NOT INCLUDED AND WILL BE INVOICED IN ADDITION.
3. FEES ARE DUE UPON RECEIPT OF INVOICE. ALL FEES 15 DAYS PAST DUE ARE CHARGED AT 1 1/2% PER MONTH ON THE UNPAID BALANCE. IN THE EVENT ANY PORTION OF AN ACCOUNT REMAINS UNPAID 60 DAYS AFTER THE BILLING, CAHILL SURVEYORS, INC. MAY INSTITUTE COLLECTION ACTION AND THE CLIENT AGREES TO COSTS FOR COLLECTION, INCLUDING ATTORNEY'S FEES.
4. INDEMNIFICATION: THE CLIENT SHALL, INDEMNIFY AND HOLD HARMLESS CAHILL SURVEYORS, INC. FROM AND AGAINST ALL DAMAGE, LIABILITY, AND COST, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.
5. ALL OPINIONS AND CONCLUSIONS OF CAHILL SURVEYORS, INC. ARE FOR THE SOLE USE AND BENEFIT OF THE CLIENT. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST EITHER CAHILL SURVEYORS, INC. OR THE CLIENT.
6. THE CLIENT ACKNOWLEDGES (1) THAT BOUNDARY SURVEYING SERVICES DO NOT DETERMINE LAND OWNERSHIP AND THAT THE PROFESSIONAL LAND SURVEYOR PROVIDES ONLY AN OPINION OF PREVIOUSLY DESCRIBED BOUNDARY LINES WHICH MAY OR MAY NOT BE UPHELD BY A COURT OF LAW AND (2) THAT IN GENERAL SURVEYS DO NOT INCLUDE THE LOCATION OF ALL EASEMENTS AND (3) THAT BOUNDARY SURVEYING SERVICES PERFORMED BY CAHILL SURVEYORS, INC. WILL MEET OR EXCEED THE REQUIREMENTS SET FORTH BY THE COMMONWEALTH OF KENTUCKY.
7. TERMINATION OF SERVICES: EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME, SHOULD THE OTHER PARTY FAIL TO PERFORM ITS OBLIGATIONS HEREUNDER. IN THE EVENT OF TERMINATION FOR ANY REASON WHATSOEVER, THE CLIENT SHALL PAY CAHILL SURVEYORS, INC. FOR ALL SERVICES RENDERED TO THE DATE OF TERMINATION, AND ALL REIMBURSABLE EXPENSES INCURRED PRIOR TO TERMINATION AND REASONABLE TERMINATION EXPENSES INCURRED AS THE RESULT OF TERMINATION. FOR THIS JOB TO BE TERMINATED, CAHILL SURVEYORS, INC. MUST BE NOTIFIED IN WRITING.
8. IF FOR ANY REASON, THE SCOPE OF WORK IS CHANGED FROM THAT DESCRIBED IN THE ATTACHED AGREEMENT, A VERBAL ESTIMATE OF THE ADDITIONAL COSTS WILL BE GIVEN BY CAHILL SURVEYORS, INC. IF THE CLIENT AGREES TO THE VERBAL ESTIMATE, THE CLIENT SHALL BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THE WORKS UNDER THE SAME TERMS OF THE ATTACHED WRITTEN AGREEMENT.

IT IS AGREED THE ABOVE TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE A PART OF THE AGREEMENT ON THE REVERSE SIDE OF THIS SHEET.

CAHILL SURVEYORS, INC.

CLIENT

Cary Adkins

DATE 1/22/12

DATE _____