

Kentucky Department of Education Version of **AIA** Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect



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Cite this document as “AIA Document B101™–2007, Standard Form of Agreement Between Owner and Architect — KDE Version,” or “AIA Document B101™–2007 — KDE Version.”

Kentucky Department of Education Version of AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of February
in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Breathitt County Board of Education
420 Court Street, PO BOX 750
Jackson, KY 41339

and the Architect:
(Name, legal status, address and other information)

alt32 PSC
310 Old Vine St Ste 300
Lexington, KY 40507

for the following Project:
(Name, location and detailed description)
Breathitt County New ATC Phase I (BG#18-244)
2303 Bobcat Lane, Jackson, KY 41339



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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information: *(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Owner is commissioning the design of a new Area Technology Center to be built on the existing Breathitt County High School site.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: December 11, 2018
- .2 Substantial Completion date: March 15, 2020

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect shall also comply with 702 KAR 4:160, pertaining to services and actions required of the Architect.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall carry professional liability insurance in addition to insurance to protect themselves from claims under Worker's Compensation Acts, for claims for damages because of bodily injury, including death, to their employees, and for other liability normally covered by such insurance and shall furnish evidence of such insurance to the Owner.

§ 2.5.1 During the term of this Agreement, the Architect shall provide evidence of professional liability insurance coverage in the amounts stated in Subparagraph 2.5.2. In addition, the Architect agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following Substantial Completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects practicing in the State are able to obtain such coverage.

§ 2.5.2 Professional liability coverage shall be provided in the following minimum amounts:

- | | |
|--|---|
| a. Projects \$1,000,000 or less | \$500,000 per claim and
\$1,000,000 aggregate per annum. |
| b. Projects exceeding \$1,000,000 | \$1,000,000 per claim and
\$2,000,000 aggregate per annum. |

§ 2.5.3 The Architect's Consultants shall carry professional liability coverage during the term of the Agreement as stated in Subparagraph 2.5.1, and shall furnish evidence of such insurance to the Owner. The minimum limit of liability for each of the Architect's Consultants is \$250,000 aggregate, except that structural design and mechanical-electrical-plumbing consultants shall carry a minimum amount of \$1,000,000 aggregate for projects \$1,000,000, or less, and \$2,000,000 aggregate for projects exceeding \$1,000,000.

§ 2.5.4 The Architect shall carry Commercial General Liability Insurance with limits of \$500,000 per occurrence and \$1,000,000 aggregate. This policy shall be written or endorsed to include the following provisions:

- a.** The Owner shall be named as an additional insured,
- b.** Waiver of Subrogation,
- c.** Severability of Interest (Separation of Insureds), and
- d.** Cross Liability Endorsement.

§ 2.5.5 The Architect shall carry Worker's Compensation Insurance as required by statute, including Employers Liability, with limits of

- a.** \$100,000 each accident,
- b.** \$500,000 disease—policy limit, and
- c.** \$100,000 disease—each employee.

§ 2.5.6 The Architect shall carry Automobile Liability Insurance, including coverage for hired and leased vehicles, with limits of \$500,000 per occurrence, and Non-Owned Automobile Liability Insurance, including coverage for hired and leased vehicles, with limits of \$500,000 per occurrence.

§ 2.5.7 The above indicated minimum coverages shall be subject to the terms, exclusions and conditions of the policies. The Architect shall provide Certificates of Insurance to the Owner upon execution of the Agreement and prior to commencement of services.

§ 2.6 The Architect and the Architect's Consultants shall provide a notarized non-collusion affidavit on current Kentucky Department of Education form to the Owner upon execution of the Agreement and prior to commencement of services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services, including civil engineering, landscape, and kitchen design services required for the Project. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. For school Projects on new

sites, the Architect shall provide a campus master plan with the Schematic Design Documents.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Architect shall revise the scope of Work to be within the approved BG-1 estimate of Construction Cost, or advise the Owner to submit to the Kentucky Department of Education a revised BG-1 financial page requesting approval of additional financial support.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost, and of any conflict with the budget established by the BG-1.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. The Architect shall advise the Owner of any conflict with the budget established by the BG-1.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall prepare the appropriate application forms and submit them with the required Construction Documents to the applicable governmental authorities.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's and the Kentucky Department of Education's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall prepare the Advertisement for Bids and give it to the Owner for placement in the newspaper having the largest local circulation.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda;
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and
- .6 providing a written evaluation of bids received and recommendations regarding an award of Contract for Construction.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Negotiated proposal procedures may only be utilized for emergency construction, for construction estimated to cost no more than \$20,000, or, for those Owners who have adopted the Kentucky Model Procurement Code, under the terms and conditions of KRS 45A.370, KRS 45A.375, KRS 45A.380, and KRS 45A.385.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction — KDE Version. If the Owner and Contractor modify AIA Document A201–2007 — KDE Version, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not

have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, except for the Architect's obligation to conduct an inspection of Work and report prior to the expiration of one year from the date of Substantial Completion per Section 3.6.6.5.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect shall keep the Owner informed of the progress and quality of the Work by a written report each month until time of Substantial Completion.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents in consultation with either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007 — KDE Version, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct an inspection with the Owner to review the facility operations and performance, and record any nonconforming Work, and shall submit a written report of nonconforming Work to the Contractor, Owner and the Kentucky Department of Education. At the discretion of the Owner and for Reimbursable Expenses, the Architect may be the Owner's agent during the one-year period after Substantial Completion.

§ 3.6.6.6 As a record of the Work as constructed, the Architect shall prepare and deliver to the Owner a set of drawings showing significant changes in the Work during construction, based upon the drawings maintained by the Contractor at the site during construction, other data furnished by the Contractor to the Architect, Addenda, Construction Change Directives and Change Orders.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The services described under this Article shall only be provided if authorized and confirmed in writing by the Owner and accompanied by a written Board of Education Order. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 (Not Used)		
§ 4.1.6 Building information modeling	Architect	
§ 4.1.7 (Not Used)		
§ 4.1.8 (Not Used)		
§ 4.1.9 Architectural Interior Design (B252™–2007)		
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed Record Drawings		
§ 4.1.15 (Not Used)		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		

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Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 (Not Used)		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

In addition to schedule above, see attached Exhibit 'A'.

4.2.1 If required by authorities having jurisdiction. Fee to be negotiated upon discovery.

4.2.2 Environmental permitting, wetland research, permitting applications, processing related to filling or building in or along a stream or wet area. Fee to be negotiated.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Sixteen (16) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide full information regarding requirements for the Project, including Educational Specifications, interior and exterior space requirements and relationships, flexibility and expandability, special equipment and systems, site requirements, and the Owner's objectives, schedule and constraints. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update an overall budget for the Project based on consultation with the Architect and the Owner's Fiscal Agent, as applicable, which shall include the Construction Cost, the Owner's other related costs and fees, and reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, through Board of Education Order, shall examine and take action in a timely manner regarding approval of documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands and flood plain limits as applicable; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish the services of geotechnical engineers when such services are deemed necessary and requested by the Architect.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law, government agencies, or the Contract Documents.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 The Cost of the Work shall be the total construction cost, or to the extent the Project is not completed, the estimated total construction cost recorded on the current BG-1 form to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction — KDE Version. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction where the Project is located
- ☐ Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this

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Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 (Not Used)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction — KDE Version.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 Except as provided under the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, if the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Based on construction cost, using values identified on the most current version of the KDE A/E Fee Guidelines, Architect's fee shall not be reduced by deductive change orders.

Additive change orders increase the construction cost.

Principal Architect: \$160/hr
Project Manager: \$85/hr
Design Staff: \$55/hr

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

Schematic Design Phase:	Fifteen percent (15%)
Design Development Phase:	Twenty percent (20%)
Construction Documents Phase (Completed Plans & Specifications):	Forty percent (40%)
Bidding or Negotiation Phase:	Five percent (05%)
Construction Phase:	Twenty percent (20%)
Total Basic Compensation:	One hundred percent (100%)

Init.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*
Hourly rates of architects consultants are attached

Employee or Category

Rate

Hourly Rates identified in article 11.2

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits requested by the Owner in excess of that required to be carried by the Architect and the Architect's Consultants by the Kentucky Department of Education;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants of 110 percent (110 %) of the expenses incurred.

§ 11.8.3 Prior to incurring Reimbursable Expenses, the Architect shall estimate the cost of the reimbursable items, and obtain approval of the Owner's representative for the expenditures.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Ten Percent of the cost of construction, or estimate of cost of construction, whichever is relevant at time of termination.

§ 11.10 Payments to the Architect

§ 11.10.1 (Not Used)

Init.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.5 The Architect shall pay each project Consultant within 10 days after receipt of each payment from the Owner for services rendered. Consultant's fees shall be based on a typical 80% x total fee for work categories paid to the Architect for which the Consultant is responsible. If the Architect's fee is a lump sum, the Consultant shall receive the same proportionate amount. If such payments are not made in a timely manner, the Consultant may make a written request that the Owner issue joint checks for all subsequent payments to the Architect naming the Architect and the Consultant as payees.

§ 11.10.6 Prior to final payment, the Architect shall provide the Owner a written statement of release from each Consultant stating that all fees up to that point have been paid. (This clause does not apply to Consultants, i.e., geotechnical engineers, land surveyors, having direct contracts with the Owner.) The Architect shall be paid his construction phase fee at the same proportionate percentage as the construction's completion until final contract completion as designated by the submission and approval of the BG-4 form by the Owner, to the Kentucky Department of Education.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The owner will hire a surveyor to provide documentation of the intended site.

Owner will not withhold payment to architect, for shortcomings by a contractor, or vendor, or their inability to perform their contract obligations.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect — KDE Version
- .2 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect — KDE Version, Exhibit B, List of Design Consultants
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Phillip Watts, Interim Superintendent

(Printed name and title)

ARCHITECT *(Signature)*

Mike Sparkman, AIA, President

(Printed name and title)

EXHIBIT B — LIST OF DESIGN CONSULTANTS

(Identify Consultant, Firm, Mailing Address, Telephone and Email Address)

Structural Design:

BFMJ

Ethan Buell, PE

620 E. Euclid Avenue, Suite 300

Lexington, KY 40502

e.buell@bfmj.com

Mechanical/Electrical Design:

N3D Group

John Newman, PE

1204 Winchester Road

Lexington, KY 40505

jnewman@n3dgroup.com

Landscape/Site Design:

Carman

Chris Howard, RLA

310 Old Vine Street, Ste. 200

Lexington, KY 40507

chris@carmansite.com

KETS Consultants:

Other:

(Identify Consultant and Design Area)

Professional Liability Insurance Certificates must be attached for consultants covered by KRS 322, 323, and 323A.

Init.

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AIA Document B101TM – 2007 Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

Breathitt County New ATC Phase I (BG#18-244)
2303 Bobcat Lane, Jackson, KY 41339

THE OWNER:

(Name, legal status and address)

Breathitt County Board of Education
420 Court Street, PO BOX 750
Jackson, KY 41339

THE ARCHITECT:

(Name, legal status and address)

alt32 PSC
310 Old Vine St Ste 300
Lexington, KY 40507

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total, and if known, a line item break down.)

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

.2 Mechanical Engineer

.3 Electrical Engineer

§ A.2.5.2 Consultants retained under Additional Services:

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

Exhibit "A"
Additional Services

To accompany the Owner Architect Agreement
Breathitt County - New ATC Phase I
Reference Article 4.1 and 4.2 of the Owner / Architect Agreement

4.1.1 – Programming

Category: Required

Description: All analysis, listing, discussion, presentation and determination of spaces, areas and relationships of program to satisfy both owner and the Kentucky Department of Education.

Compensation: \$3,500

4.1.2 - Multiple Preliminary Designs

Category: Optional

Description: Schematic design count in excess of two schemes for any given site.

Compensation: \$1,700 per scheme

4.1.22 – Commissioning

Category: Required

Description: As required to meet Energy and or Building Code, the architect can employ his consulting engineer to do this work, or it can be performed by the owner's consultant.

Compensation: Not to Exceed \$35,000

4.1.24 – LEED Services

Category: Optional

Description: All services related to gaining LEED Certification or other designation for project.

Compensation: \$25,000

4.1.26 – Furniture, furnishings and Equipment Design

Category: Optional

Description: With the exception of kitchen equipment and science room equipment, this service is related to design, layout and specification of any and all furnishings and equipment.

Compensation: 7% of cost (purchase price) of Furnishings, Fixtures or Equipment

4.1.27 – Site Analysis and Feasibility

Category: Optional

Description: Time related to visits to property, meetings, graphic study (topography, size, access, location etc...), and associated drawings to communicate analysis.

Compensation: \$2,800

4.1.28 – Net Zero or Net Zero Ready

Category: Optional

Description: Design and administration services related to gaining functionality of the building with respect to NetZero.

Compensation: \$55,000

4.1.29 – Photorealistic Representation

Category: Optional

Description: Hard copy and / or digital media of computer generated photorealistic images of the building and or site.

Compensation: \$1,200 per image

4.1.30 – Right of Way / Entrance Adjustment

Category: Optional – Need will be determined during site selection process.

Description: Drawings, specifications, analysis regarding modification to the path / location and direction of the state high way right of way.

Compensation: 7% of the cost of the Construction

4.1.31 – Traffic Studies

Category: Optional, unless required by Transportation Cabinet.

Description: Analysis to determine how traffic will impact design of entrances to site and placement of building – projection of vehicle quantity, direction, volume, vehicle type, speed, visibility.

It includes, the design, specification and submittal of instruments of services related to vehicular traffic imposition to chosen site.

Compensation: \$10,500

4.1.32 - Environmental Analysis and / or Floodplain Design

Category: Optional unless required by governing agency.

Description: Coordination, communication and cooperation with owner's consultants and of government agencies to allow successful approvals for development of site related to environmental and flood impact.

Compensation: \$5,500

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- ☐ Any school board member or the superintendent;
- ☐ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

Ethan Buell Ethan Buell President

Name Title

Bfmj, Inc.
Name of Company

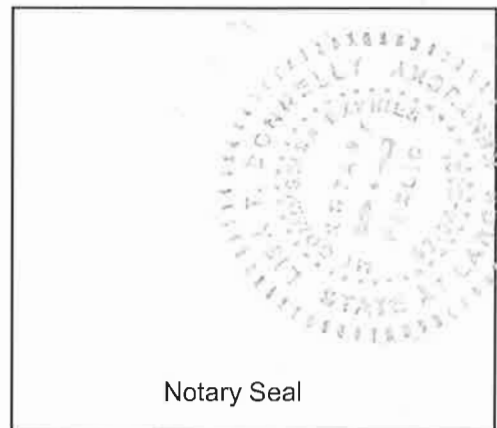
Subscribed and Sworn to Me this
15th day of March

20 18.

20 10 .
 Lisa J. Lonnelly
 Notary Signature

My Commission expires:

March 24, 2021





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME:	
	PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411	
INSURED Buell Fryer McReynolds Jahed, Inc. 620 East Euclid Avenue, Suite 300 Lexington, KY 40502	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance Company	25615
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: Travelers Casualty and Surety Company	19038
INSURER E: Travelers Casualty and Surety Co of Amer	31194	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6802J9793161747	07/10/2017	07/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS Ext Endt <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA4A22808A17GRP	07/10/2017	07/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000			CUP3258T5521747	07/10/2017	07/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			XAUB3719T61317	07/10/2017	07/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			106360578	08/24/2017	08/24/2018	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Breathitt County New ATC Consultant Documentation

CERTIFICATE HOLDER

Alt32

310 Old Vine St #300

Lexington, KY 40502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce W Ferguson

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STANDARD RATES SCHEDULE

Principal Engineer	\$ 180.00/Hour
Associate	\$ 150.00/Hour
Project Manager	\$ 135.00/Hour
Design Engineer	\$ 120.00/Hour
Expert Witness – Research/Inspections	\$ 180.00/Hour
Expert Witness – Deposition/Court Appearance	\$ 360.00/Hour
Residential Inspections	\$ 135.00/Hour (Minimum \$750)
Commercial Inspections	\$ 150.00/Hour (Minimum \$900)
Project BIM Manager	\$ 85.00/Hour
Clerical	\$ 70.00/Hour
Mileage	\$ 0.75/Mile
Reimbursable Expenses	Actual x 1.25

Revised November, 2017

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

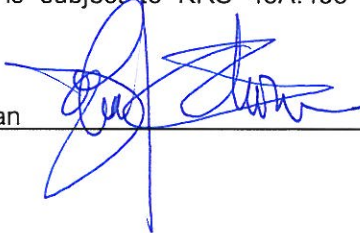
- ☒ Any school board member or the superintendent;
- ☒ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

John L. Carman
Name



Senior Principal
Title

CARMAN
Name of Company

Subscribed and Sworn to Me this

12th day of March,

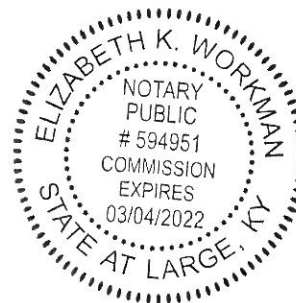
2018.



Notary Signature

My Commission expires:

3/4/2022



Notary Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MANN SUTTON and MCGEE 1353 Leestown Rd. Lexington KY 40508	CONTACT NAME: Joyce Noonan PHONE (A/C, No, Ext): (859) 225-3661 E-MAIL ADDRESS: joyce@msmldins.com FAX (A/C, No): (859) 225-8351
INSURED John L Carman & Associates Inc 310 OLD VINE ST SUITE 200 LEXINGTON KY 40507	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Owners Insurance INSURER C: The Continental Insurance Company INSURER D: Travelers Casualty & Surety Co of America INSURER E: INSURER F:
	NAIC # 20508 32700 35289 31194

COVERAGES**CERTIFICATE NUMBER:** CL1711700795**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4024264014	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Bailee Dmstc Animal \$ 1,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4024264014	10/28/2017	10/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	4024268046	10/28/2017	10/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Prof Liability			105536307	12/13/2017	12/13/2018	Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Breathitt Co New ATC

CERTIFICATE HOLDER**CANCELLATION**ALT32
310 Old Vine Street, Ste.300

Lexington

KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HOURLY RATE/EXPENSES SCHEDULE - KDE

2018

John L. Carman, RLA, FASLA	Principal-in-Charge: \$125.00/hour
Christopher T. Howard, RLA, LEED AP	Principals: \$125.00/hour
Kevin L. Warner, RLA	\$125.00/hour
John Wesley Turley, P.E.	Civil Engineer: \$100.00/hour
Ivy Clinton, RLA	Landscape Architects: \$100.00/hour
Seth Farmer, RLA	\$100.00/hour
Jason Hale, RLA	\$100.00/hour
Travis Edelen, RLA	\$100.00/hour
Erin Hathaway, RLA	\$100.00/hour
Matt Hisle	Landscape Architect Graduate: \$60.00/hour
A.J Bridges	\$60.00/hour
Administrative/Clerical	Administrative Support: \$40.00/hour
8 1/2 x 11 Black and White	Printing/Copying: \$.05/sheet
8 1/2 x 11 Color	\$.75/sheet
11 x 17 Black and White	\$.15/sheet
11 x 17 Color	\$1.15/sheet
D Size - 24 x 36 Black and White	\$2.50/sheet
E Size - 30 x 42 Black and White	\$3.00/sheet
D Size - 24 x 36 Black and White on mylar	\$12.50/sheet
D Size - 24 x 36 Color	\$10.00/sheet
E Size - 30 x 42 Black and White on mylar	\$15.00/sheet
E Size - 30 x 42 Color	\$14.50/sheet
Third Party Printing and Plotting	Actual Cost
Mileage - IRS rate	Travel: State Travel Regs
Other out-of-town travel	State Travel Regs
Large Format Scanning	Additional Expenses: Actual Cost
Postage/Overnight Delivery	Actual Cost
Telecommunications	Actual Cost

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- ☒ Any school board member or the superintendent;
- ☒ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

John A. Newman John A. Newman Owner
Name Title
John A. Newman Consulting Engineers, PLLC
Name of Company DBA N3D Group

Subscribed and Sworn to Me this

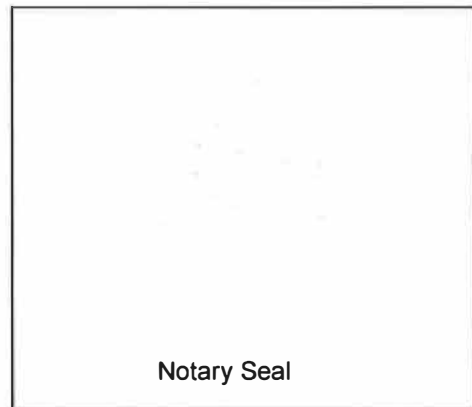
12 day of March

20 18

Dail Danke
Notary Signature

My Commission expires:

May 21 20 18





JOHNANE-01

DSANDERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Van Meter Insurance Group 2009 Frederica Street Owensboro, KY 42301	CONTACT NAME: Daphne Sanders, CISR	
	PHONE (A/C, No, Ext): (270) 685-5581 4414 FAX (A/C, No): (270) 685-3342	
	E-MAIL ADDRESS: dsanders@vanmeterins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	10677
	INSURER B: Kentucky Employers' Mutual Insurance	10320
	INSURER C: Underwriters at Lloyds London (KY)	32727
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
John A Newman Consulting Engineers, PLLC
dba N3D Group
1204 Winchester Rd
Ste 200
Lexington, KY 40505

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP0217984	10/25/2016	10/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0217984	10/25/2017	10/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	395218	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Professional Liab			ANE182151317	11/01/2017	11/01/2018	Each Claim \$ 1,000,000
C				ANE182151317	11/01/2017	11/01/2018	Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Breathitt County Schools

CERTIFICATE HOLDER

CANCELLATION

Alt32 Architecture 310 Old Vine Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Keith Hargood</i>



N3D Group Hourly Compensation

Task	Hourly Rate
Principal	\$210
Professional Engineer	\$170
SR Engineer Tech/Designer	\$130
Engineering Intern/EIT	\$90
Engineer Tech/Designer	\$80
CAD Production	\$70
Clerical	\$50
Planning Services	\$200
Legal Opinion Report	\$300

Travel

Mileage	\$0.50	per Mile
Lunch	\$10.00	
Dinner	\$25.00	
Lodging		actual cost

Production

Full Size Drawing Sheet	\$2.00	per square ft
Specifications	\$0.10	page

Other

Subconsultants	1.25 X	actual rate
Postage		actual cost
Resident Inspector	1.15 X	actual cost

Times-Voice Directory

Firearms & Supply Co.
312 Main Street
Campton, KY
(606) 668-6826
Guns, Ammo and hunting supplies!
HOURS: 9 a.m. – 5 p.m. Monday – Friday
9 a.m. – 3 p.m. – Saturday



Dot Weld
Welding • Fabrication • Sandblasting • Exhaust-Muffler Service
UTV Accessories • Utility -Equipment Trailers-Fenders and Parts
Call us For a Free Quote or Come In and See Us!
Phone (606) 666-9200
Visit us on the Web at sidebysideutvaccessories.com



Jones Lawn Care
Lawn Care At Affordable Prices.
SERVICES INCLUDE:
•Grass Cutting •Weed Eating •General
Property Maintenance & Clean-ups.
Contact Bill Jones
10 Lois Lane, Hardshell KY 41348
Home: (606) 666-4816
Cell: (606) 634-4302



WILKRIS, INC.
14 Democrat Dr., Jackson, Ky. 41339
Mason Sand, Landscaping Rock,
Gravel, and Top Soil
•Any type needed •Pickup or Deliver
Scales on loader for accurate weight
Call 606-666-7905
Cell Phone 606-272-1211 or 606-272-0281

**Breathitt Auto Parts**
363 Highway 15 South
Jackson, KY 41339
Jim Baker
Owner/Operator
Assistant Manager
Greg Hensley
Phone: 606-666-2460
Fax: 606-666-2963
After Hours:
606-568-6216

Welcome to the Pros!
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Automotive Paint

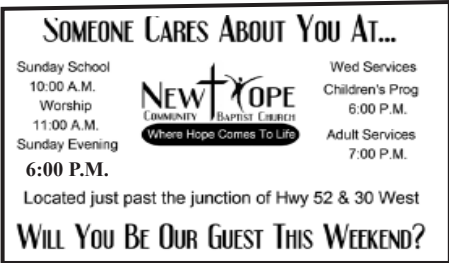
**Greg Robinson
Nick Napier
Owners**
AUTO PARTS
HUTCH AUTOMOTIVE
615 Hwy 15 North
(Old Western Auto building)
Phone (606) 666-7546 • (606) 666-7547
Fax (606) 666-7548

**GRIFFITH
Plumbing & Heating**
• AIR CONDITIONING • BOILERS • WELDING
• BACKHOE • ELECTRIC • GASOLINE TANKS
• SEWER & WATER PLANTS
Quality Service Since 1952
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“No Job To Big or To Small”
606-560-0243
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Tree Removal Debris Hauling
Tree Trimming Stump Grinding
FREE ESTIMATES

Church Directory

SOMEONE CARES ABOUT YOU AT...
Sunday School
10:00 A.M.
Worship
11:00 A.M.
Sunday Evening
6:00 P.M.
Located just past the junction of Hwy 52 & 30 West
Will You Be Our Guest This Weekend?

**NEW HOPE**
COMMUNITY BAPTIST CHURCH
Where Hope Comes To Life

Wed Services
Children's Prog
6:00 P.M.
Adult Services
7:00 P.M.

This space is
available! Call the
Times-Voice
at 666-2451

Medical Directory

Family Pharmacy
265 Hwy. 15 South
Jackson, KY 41339
606-666-5519
Owners - Everett & Portia Dunaway

**Commonwealth Integrity
Pain Center PLLC**
3260 Blazer Parkway Suite 102, Lexington, KY 40509
New Pain Clinic opened in Lexington and accepting new patients.
No wait time and can see patients within 1-2 days.
There is no waiting list or long wait for appointments.
CALL TODAY! 859-246-0010
“PAIN CARE WITH INTEGRITY”
www.cipecky.com

Want to be part of the
Times-Voice Directory?
Call Cheryl at 666-2451 for
more information.

This space is
available! Call the
Times-Voice
at 666-2451

DR. ZULUETA CLINIC
Diabetes Endocrine Center
95 Jackson Heights Dr., Suite 201
Phone (606) 693-1078
Primary Care/Family Medicine
and specialty services provided.
We do in-house labs.

CLASSIFIEDS

NOW LEASING

“**BROOKSIDE COTTAGES**”
Unique Rental Community,
Stanton,
off Mt. Pkwy.,
Exit 22 1, 2, and
3 BR Luxury
Duplexes
Built-in Kitchens;
Patios or Decks,
Exterior Sheds or
Garages
\$525 - \$650
MO., + Utilities
Deposit,
References
Required
Estep Rental
(606) 663-0050,
(606) 663-9854
or (606)
481-4700

FOR RENT

FOR RENT
– 3 bedroom
duplex, 2.5
bathrooms, living
room/dining room,
kitchen, sunroom,
utility room with
washer and dryer,
all appliances
furnished. \$1,000
per month, plus
utilities, deposit
and references
required. No
smoking/
no pets. For more
information call
606-422-5285.

Subscribe to the Times-Voice
In-County \$27
Out-Of-County \$35
Send your check or money order
PO Box 999
Jackson, KY 41339

HELP WANTED
We are looking for someone
to work in the Oil & Gas Industry.
Duties will include administrative/
secretarial support, and field work.
Must be well versed in Microsoft
Office and typing. Also, we are a
drug free operation. If interested
please send resume with phone
number to justinandcassie2010@gmail.com.

FOR RENT

FOR RENT
- Trailers and lots,
Quicksand Road,
Jackson. Call 606-
568-1156, no pets.
TFN

FOR RENT

FOR RENT
- 2 bedroom
apartment, 1.5
baths, living room/
dining room, utility
room with washer
and dryer, kitchen
(all appliances
furnished). No
smoking/no pets.
\$650 month plus
utilities, references
and deposit
required. For more
information call
606-422-5285.

SEEKING

**SEEKING
COMPANION**
Wilgus Jenkins
would like to meet
a companion. I am
a sober, honest
person, don't do
drugs, or drink.
Call 606-662-
4382 around 8
p.m. I am lonely
and need some
one to be with.
2TE2-7

FOR SALE

FOR SALE
- 3br 2 full bath
home on Hwy 15,
6 miles outside of
Jackson. Asking
55k. Call 666-
5102.

ATTENTION

Looking
for information
on the person
that purchased
the storage
unit #118, on
December 12,
2017, at Fultz
Storage in
Jackson. Lots
of cherished
memories would
like to get them
back. Contact
606-272-0110.

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**H A P P Y
JACK Vita-
Tabs®:** restore
nutrients lost
after worming
dogs and cats.
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FARM & HOME
INC** (666-2454).
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Flexenhance
Plus® to relieve
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in older dogs.
**BREATHITT
FARM & HOME
INC** (666-2454).
(kennelvax.com)

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Voice
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book!

PUBLIC NOTICE
To: All interested Housing Authority
residents, public assistance agencies, city
officials and residents of the City of Jackson
From: The Housing Authority of Jackson
Board of Commissioners
Re: Notice of Public Hearing
The Housing Authority of Jackson has
recently prepared an Agency and Five-Year
Plan update in accordance with the Quality
Housing and Work Responsibility Act of
1998 (QHWRA). The “Act” requires full
public disclosure of said plan with respect
for public response to same. The “Plan” is
available for review and inspection at the
office of the Housing Authority located at
400 Railroad Street between the hours of 9
a.m. and 2:30 p.m.
The Board of Commissioners will conduct
a public hearing pertaining to the Agency
and Five-Year Plan as indicated below:
Date: Wednesday, Feb. 14, 2018
Time: 2:00 p.m.
Location: City Hall Second Floor
Conference Room
At the public hearing the Board of
Commissioners will present the plan in detail
and receive public comments. Attendees
will also receive a brief overview of the
law which governs these activities, and the
purpose of the Five-Year and Agency Plan
and how it relates to the future operation of
the Housing Authority.
All interested parties are encouraged to
attend and participate in this hearing. All
reasonable suggestions will be taken into
serious consideration by the Board and PHA
staff when preparing the final draft of the
Agency Plan.
If you have any questions, or require
any further information, please contact the
Housing Authority at the following address
or phone number:
Housing Authority of Jackson
400 Railroad Street Office D
Jackson, KY 41339
(606) 666-2859
Shirley Snell, Executive Director

**Architect/Engineering Services
Advertisement**
On behalf of the Breathitt
County Board of Education,
the selection of Architect and
Engineering consultants are
requested to assist the district in
the construction of the first phase
of the Breathitt County Career
and Technical Education Center.
Interested firms shall send a “Letter
of Interest” to:
Phillip Watts,
Interim Superintendent
Breathitt County Board
of Education
420 Court Street
P.O. Box 750
Jackson, Kentucky 41339
Letters shall be in the hands of
the district office no later than 5:00
PM local time on Friday, February
9, 2018. The final selection of a
firm will be made by the Breathitt
County Board of Education.

INTENT TO MINE

**NOTICE OF
INTENTION TO MINE**
Pursuant to Application Number 860-0542
Major Revision No. 3
In accordance with KRS 350.070, notice
is hereby given that ICG Hazard, LLC, 3228
Summit Square Place, Suite 180, Lexington,
KY 40509, has applied for a major revision to
an existing surface coal mining and reclamation
operation located 4.4 miles north of Ary in
Breathitt, Knott, and Perry Counties. The revision
area will add 9.7 acres of surface disturbance,
making a total area of 2,730.60 acres within the
revised permit boundary.
The proposed revision area is
approximately 3.5 miles northeast from KY
Route 476’s intersection with KY Route 1087
and located 0.10 miles south of Dan’s Fork of
Buckhorn Creek.
The proposed operation is located on the
Vest and Noble U.S.G.S. 7-1/2 minute quadrangle
maps. The surface area to be disturbed by the
revision is owned by Kentucky River Properties.
The major revision application has been
filed for public inspection at the Department for
Natural Resources’ Middlesboro Regional Office,
1804 East Cumberland Avenue, Middlesboro,
Kentucky 40965-1229. Written comments,
objections or requests for a permit conference
must be filed with the Director, Division of Mine
Permits, 2nd Floor, 300 Sower Blvd, Frankfort,
Kentucky 40601.

OPPORTUNITY TO BID
The Breathitt County Extension District
Board is in the process of accepting sealed bids for a
2013, 7-Passenger, Dodge Grand Caravan. The van
is being sold as is. The Breathitt County Extension
District Board is a tax exempt government entity.
Sealed Bids should be delivered or mailed to the
following address no later than Noon on February
15th, 2018:
Breathitt County Extension Service
Attn: Van Bid
P.O. Box 612
1155 Main St.
Jackson, KY 41339
For more information contact the Breathitt
County Extension Service at the above address or
by phone at 606-666-8812. The Breathitt County
District Board reserves the right to accept or reject
any or all bids.

**HCTC offers nursing
and construction at
Lee County ATC**
Hazard Community and Techni-
cal College will offer 12-week classes
at the Lee County Area Technology
Center beginning Monday, February
5, in nursing and construction.
The classes are: Nursing Assis-
tant Skills I (three-credit class) which
meets Mondays and Wednesdays
from 4 p.m. to 7:30 p.m.; Introduction
to Construction (three credit hours)
meets Tuesdays and Thursdays
from 5 p.m. to 7 p.m., and; Introduction to
Construction Lab (one credit hour)
meets Tuesdays and Thursdays
from 7 p.m. to 8:30 p.m.
Call 606-487-3293 today about
enrolling.

**COMMONWEALTH OF
KENTUCKY**
BREATHITT CIRCUIT COURT
CIVIL ACTION NO. 16-CI-00206
BRENDA BREWER and RICHARD
BREWER, her husband PLAINTIFFS
VS.
NOTICE OF SALE
CHARLES HARDIN JR. and MICHELLE
HARDIN, his wife; RANDALL HARDIN
and TAMMY HARDIN, his wife; DONALD HARDIN
and SHANNON HARDIN, his wife; GARY
HARDIN and BRENDA HARDIN, his wife
DEFENDANTS

By virtue of a Judgment and Order of Sale
entered by the Breathitt Circuit Court on February
27, 2017 in the above cause, the undersigned
Master Commissioner of the Breathitt Circuit
Court will sell at public auction to the highest
bidder on Monday, February 12, 2018, at 9:00
a.m., local time, at the front door of the Breathitt
County Courthouse, on Main Street, Jackson,
Kentucky, three certain tracts or parcels of land
lying and being in Breathitt County, Kentucky, on
Troublesome Creek:
Tract I and II
Tracts 1 and 2 being the same property
conveyed unto Charles Harding and Dorothy
Hardin husband and wife, from William Harrison
Hardin and Edna Mae Hardin, husband and wife,
by deed dated April 11, 1964, and of record in Deed
Book No. 113 at page 177, Office of the Breathitt
County Clerk.
Tract III
Tract No. 3 being the same property
conveyed unto Charles E. Hardin from Lacy
Deaton, Sr., by deed dated October 2, 1975, and of
record in Deed Book No. 130 at Page 6, Office of
the Breathitt County Clerk.
The above described property shall be sold
subject to the following conditions:
1. The property which is the
subject of this action is indivisible or cannot be
divided without materially impairing the value
of the interests of the plaintiff and the defendants
herein and should therefore be sold by the Master
Commissioner;
2. That all parties to this action are
properly before the Court;
3. That all jurisdictional facts
have been properly alleged and proven. The Court
finds the owners of the subject property are those
alleged in the Complaint;
4. That said parcels of land
described above be sold for the purpose of dividing
the proceeds between the parties as their interests
may appear, including a reasonable fee for the
Plaintiff’s attorney. The interests of the parties are
to be determined by the Court at a later date;
5. The Master Commissioner
shall sell the real estate, by public sale at the door
of the Breathitt County Courthouse, on a day and
time to be fixed;
6. Prior to the sale, the Master
Commissioner shall advertise the time, terms
and place of sale by written Notices describing
the land to be sold and also by publication in a
newspaper of general circulation for (1) one week
in compliance with KRS Chapter 424. The notice
in the publication shall set out the description of
the real estate, and give the time, terms and place
of sale;
7. The sale is to be made on credit
of 10% down and the balance within thirty days
and the purchaser will be required to execute a
bond with good surety for the purchase price, with
interest at the rate of 12% from the date of sale.
The purchaser or purchasers may pay the whole
of their purchase price in cash at their option. If
the purchaser is one of the parties to this action,
that parties’ fractional share may be deducted from
the entire amount of money paid to the Master
Commissioner and such fractional share shall be
considered when executing the bond;
8. The 2017 taxes shall be paid by
the purchaser.
9. This action is retained on
the docket for the purpose of ascertaining the
costs, including reasonable attorney’s fees, for
the payment of costs, and distribution of the net
proceeds to the parties as their respective interests
appear, and for all further or necessary orders.

MARCIAL WIREMAN
MASTER COMMISSIONER OF THE
BREATHITT CIRCUIT COURT

III.B.9. Consider approval of authorizing the Superintendent to advertise for Architectural and Engineering Services for work pertaining to BG #18-244 - Breathitt County New ATC - Phase 1.

Recommended Motion

Based on the recommendation of Superintendent Phillip Watts, approval of advertising for Architectural and Engineering Services pertaining to BG #18-244 Breathitt County New ATC - Phase 1

Actions Taken

Order #128 - Motion Passed: Based on the recommendation of Superintendent Phillip Watts, approval of advertising for Architectural and Engineering Services pertaining to BG #18-244 Breathitt County New ATC - Phase 1 passed with a motion by Mrs. Rebecca Watkins and a second by Mr. Albert Little.

[Edit](#)

Member Votes

Ms. Ruschelle Hamilton	Yes
Mr. John Hollan	Yes
Mr. George Johnson	Yes
Mr. Albert Little	Yes
Mrs. Rebecca Watkins	Yes