AIA® Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the Seventh day of June in the year Two Thousand and Nineteen
(In words, indicate day, month and year.)

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

Hopkins County Schools
320 South Seminary Street
Madisonville, KY 42431
270-825-6000

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

Ronald Johnson & Assoc.
24 W. Center St.
Madisonville, KY 42431

Consultant's discipline:

Land Survey

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Hanson Elementary School
121 Eastlawn Road
Hanson, KY 42413

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Scope:
Survey project site per attached AIA Document C201™ - 2015

Architect:
Sherman Carter Barnhart Architects PLLC
2405 Harrodsburg Road
Lexington, Kentucky 40504
T - 859-224-1351
F – 859-224-8446

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's schedule:

.1 Survey proposals shall be completed and returned to the Architect within:

7 calendar days of the date noted on this document.

.2 The Surveyor shall hold the proposal open for acceptance by the Owner for a minimum period of:

14 calendar days after the date of submittal to the owner.

.3 The specified Land Survey shall be completed and the drawing(s) and report(s) delivered to the Owner and the Architect within :

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21 calendar days after written authorization to proceed is received, barring circumstances beyond the Surveyor's control that force a delay. In such instance, the Surveyor will inform the Owner of the cause of the delay.

.4 Other milestone dates:

NA

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

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:
(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Land Survey per attached AIA Document C201™ - 2015

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

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.
(List name, address, and other information.)

C. FRANK WILLIAMS, RE, PLS
RONALD JOHNSON & ASSOC.
24 W. CENTER ST.
MADISONVILLE KY 42431
270.821.6392

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than Five Hundred Thousand ($ 500,000) for each occurrence and One Million ($ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than Five Hundred Thousand ($ 500,000) per claim and Five Hundred

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Thousand ($ 500,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than One Hundred Thousand ($ 100,000) each accident. Five hundred Thousand ($500,000) Diseases policy Limit, One Hundred Thousand ($100,000) Diseases Policy Limit per each employee.

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Hundred Thousand ($ 500,000) per claim and One million ($ 1,000,000) in the aggregate per annum.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[ ] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, 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 Consultant or Owner.

[ ] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) *(Describe the deliverable(s))*	**Time Limits** *(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)*
See AIA Document C201™ - 2015 section 2.1.8	See this document section 1.3

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written

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authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.
(List name, address, and other information.)

Marty Cline – Assistant Superintendent
320 South Seminary Street
Madisonville, KY 42431
270-825-6000
marty.cline@hopkins.kyschools.us

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

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

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant 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 Consultant 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 or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service 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 Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, 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 Consultant shall obtain similar

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nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants 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 Consultant and its subconsultants 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 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, 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 Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant 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 the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant 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. The Owner or the Consultant, 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.

§ 6.1.3 The Consultant 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 7.7.

§ 6.2 Mediation

§ 6.2.1 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 Consultant's services, the Consultant 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.

§ 6.2.2 The Owner and Consultant 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.

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§ 6.2.3 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.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant 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 6.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 6.3 Arbitration
§ 6.3.1 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 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.

§ 6.3.1.1 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.

§ 6.3.2 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.

§ 6.3.3 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.

§ 6.3.4 Consolidation or Joinder
§ 6.3.4.1 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).

§ 6.3.4.2 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.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

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ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

§ 7.4 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.

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

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

$4,950.00

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

FEE SCHEDULE OR AGREED LUMP SUM

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category	Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid ( ) 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 Consultant.
(Insert rate of monthly or annual interest agreed upon.)

percent (%)

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

§ 8.6 Reimbursable Expenses
(Paragraphs deleted)
§ NA

§ 8.7 Compensation for Use of Consultant's Instruments of Service
If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 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 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 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 Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant 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.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

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§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant 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 Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

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

.1 AIA Document C103™–2014, Standard Form of Agreement Between Owner and Consultant.

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.3 Scope of Services Exhibit(s) listed in section 2.1

.4 Other documents:
(List other documents hereby incorporated into the Agreement.)

Site Survey Limits – Exhibit

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

OWNER *(Signature)*	PE, PLS **CONSULTANT** *(Signature)*
(Printed name and title)	FRANK WILLIAMS PE PLS *(Printed name and title)* PRESIDENT

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AIA® Document C201™ – 2015

Standard Form of Consultant's Services: Land Survey

for the following **PROJECT**:
(Name and location or address)

Hanson Elementary School
121 Eastlawn Road, Hanson, KY 42413

THE OWNER:
(Name, legal status, and address)

Hopkins County Schools
320 South Seminary Street
Madisonville, KY 42431
270-825-6000

THE SURVEYOR:
(Name, legal status, and address)
RONALD JOHNSON & ASSOC
24 W. CENTER ST.
MADISONVILLE, KY
42431

THE AGREEMENT
This Standard Form of Consultant's Services is part of the accompanying C103™-2015, Standard Form of Agreement between Owner and Consultant without a Predefined Scope of Consultant's Services dated the Twenty-Ninth day of October in the year Two thousand and Nineteen .
(In words, indicate day, month and year of the accompanying C103-2015.)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SURVEYOR'S SERVICES

3 ADDITIONAL SERVICES

(Paragraphs deleted)

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Surveyor's performance of the services set forth in this document is based upon the information contained in this Article 1 and the Initial Information in C103-2015. If this information changes materially, the Owner and Surveyor shall appropriately adjust the schedule, the Surveyor's services, and the Surveyor's compensation.
(List below information, including conditions or assumptions, which will affect the Surveyor's performance.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document provides the Consultant's scope of services only and should be attached as an exhibit to AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services. State or local law may impose requirements on land surveys. The parties should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.
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§ 1.2 Property Information

§ 1.2.1 Legal or other description of the Property to be surveyed.
(Insert legal description of the Property, if known. Otherwise, describe the Property to be surveyed.)

See attached Exhibit

§ 1.2.2 Site access is provided by the arrangement checked below:

[X] The Owner has title to the Property and the right of entry for the Surveyor to perform its services.

[ ] The Owner has secured permission for entry to the Property for the Surveyor to perform its services from the following parties subject to the conditions identified below.

Permission for entry provided by:
(Insert names, addresses, and telephone numbers of the present owner or tenant who has given permission for entry to the Property.)

Conditions:
(Insert conditions pertaining to the Surveyor's access to the Property, such as time, noise, and equipment limitations.)

§ 1.2.3 The Surveyor shall contact the following person(s) to schedule and make necessary arrangements for access to the Property.
(Insert names, addresses, and telephone numbers.)

§ 1.2.4 The Owner shall provide the Surveyor with documents in the Owner's possession, such as geotechnical reports and surveys, that contain relevant information about the existing condition of the Property, including information regarding boundary lines, topography, means of access to the site, utilities, encumbrances, and locations of structures that may be affected by the Project.

ARTICLE 2 SURVEYOR'S SERVICES

§ 2.1.1 All services shall be performed by qualified personnel under the supervision of a surveyor licensed to practice in the jurisdiction in which the Project is located.

§ 2.1.2 The Surveyor shall take reasonable precautions to prevent damage to the Property and shall reasonably restore the site to the condition existing prior to the Surveyor's entry.

§ 2.1.3 The Surveyor shall review the information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Surveyor's services. The requirements of this Agreement shall be in addition to such laws, codes, and regulations. If a conflict exists between the requirements of the jurisdiction in which the Project is located and the requirements of this Agreement, the Surveyor shall notify and consult with the Owner prior to proceeding with the services impacted by the conflict.

§ 2.1.4 In order to satisfy the requirements of this Agreement, the Surveyor's research may include site observations, review of public records, review of records provided by the Owner, and any research required by the jurisdiction in which the Project is located. The Surveyor shall promptly notify the Owner if such research is inadequate to satisfy the requirements of this Agreement and, upon written authorization from the Owner, provide further research as an Additional Service.

§ 2.1.5 The Surveyor shall conduct a survey of the Property in accordance with the selection(s) made below. If more than one selection is made, all information shall be on the same drawing unless the Owner requests otherwise.

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(Designate the services the Surveyor will provide by placing a check or "x" in the box adjacent to the listed service.)

[X] Boundary Survey as described in Section 2.2 - Refer to section 2.3.18, item 8.

[ ] ALTA/ACSM Boundary Survey as described in Section 2.2

[X] Topographical Survey as described in Section 2.3

§ 2.1.6 The Surveyor shall establish a benchmark at the site, record the benchmark and its location on each drawing, and reference its elevation to:

[ ] National Geodetic Vertical Datum (NGVD) 1929

[ ] North American Vertical Datum (NAVD) 1988

[ ] Assumed elevation at

[ ] Official town or city datum:

[X] Other: *(Specify)* – (Kentucky State Plane Coordinate System of 1983)

USGS datum used on FEMA flood plain mapping

§ 2.1.7 The Surveyor shall prepare the survey drawings in accordance with the following requirements:

§ 2.1.7.1 The drawings shall note all dimensions and elevations in:
(Check the appropriate box. Imperial units shall be used if the Owner and Consultant do not select units of measurement below or do not subsequently agree in writing to units of measurement.)

[X] Imperial units (feet, inches, etc.) at 1" = 20' scale (1"=30', 1"=40', 1"=50' as needed)

[ ] Metric units at scale (If selected, imperial units used in all other sections of this Agreement shall be expressed as appropriate metric units.)

§ 2.1.7.2 The sheets in the drawings shall be trim size 30" x 42" with left binding edge and 1/2" borders.

§ 2.1.7.3 The drawings shall show a north arrow and locate north directed to the top of the sheet as appropriate.

§ 2.1.7.4 The drawings shall include a legend of symbols and abbreviations used on the drawings.

§ 2.1.7.5 The drawings shall include spot elevations on paving or other hard surfaces to the nearest 0.01 foot; on other surfaces, to the nearest 0.10 foot.

§ 2.1.8 The Surveyor shall provide the survey drawings to the Owner and Architect one PDF, AutoCAD file, and three prints of each drawing. The Surveyor shall sign and seal each drawing and shall state that to the best of the Surveyor's knowledge, information and belief, all information thereon is true and accurately shown.

§ 2.2 Boundary Survey and ALTA/ACSM Boundary Survey Requirements

§ 2.2.1 If Boundary Survey is selected in Section 2.1.5, the Surveyor shall prepare the survey in accordance with the requirements of, and the survey shall contain the information set forth in, this Section 2.2. If ALTA/ACSM Boundary Survey is selected in Section 2.1.5, the Surveyor shall prepare a boundary survey in accordance with the American Land Title Association/American Congress on Surveying and Mapping (ALTA/ACSM) Standards, in addition to the requirements included in this Section 2.2. In the event of a conflict between the ALTA/ACSM Standards and those included in Section 2.2, the more stringent requirement shall apply.

§ 2.2.2 Show boundary lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency, and length of curved lines.

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§ 2.2.3 NA

§ 2.2.4 Give area of the Property in square feet if less than one acre; in acres (to .001 acre) if over one acre.

§ 2.2.5 Note identity, jurisdiction, width, and type of pavement of adjoining streets and highways. Identify street monuments and show distance to the nearest intersection.

§ 2.2.6 Show the location of structures on the Property and include dimensions to boundary lines and other structures. Note vacant parcels. Describe all structures. Show all potential encroachments either way across boundary lines. Include structures on adjacent property within 25 feet of the boundary line.
(Check the appropriate box.)

[ ] Dimension perimeters in feet and inches to the nearest 1/2 inch.

[X] Dimension perimeters in feet and decimals to 0.05 feet.

§ 2.2.7 Describe fences and walls and show their location with respect to the nearest boundary lines.
(Check box below if potential party walls are to be shown.)

[ ] Show potential party walls.

§ 2.2.8 Show easements and rights-of-way and identify holders or owners. Note planned rights-of-way and the nature of each. Indicate source of information.

§ 2.2.9 Show individual lot lines, lot block numbers, and assessor's parcel or similar identification numbers. Show street numbers of buildings if available.

§ 2.2.10 Show zoning of the Property. If more than one zone, show the extent of each. Show zoning of each adjacent property and each property across the street(s) or highway(s).

§ 2.2.11 Identify building line and setback requirements, if any.

§ 2.2.12 Indicate names of owners of adjacent property.

§ 2.2.13 Indicate flood zone classification.

§ 2.2.14 Note if the Property, or a portion thereof, is designated as a wetland by the National Wetlands Inventory.

§ 2.2.15 Other:
(Identify any other requirements for, or information to be provided in, the Boundary Survey and ALTA/ACSM Survey.)

1. Show boundary lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length of curved lines.
2. Show mailing (physical) addresses of parcel and\or property.

§ 2.3 Topographical Survey Requirements
§ 2.3.1 If Topographical Survey is selected in Section 2.1.5, the Surveyor shall prepare the survey in accordance with the requirements of, and the survey shall contain the information set forth in, this Section 2.3.

§ 2.3.2 Note a minimum of one permanent benchmark on site for each four acres and a description and elevation of each benchmark to the nearest 0.01 foot.

§ 2.3.3 Show contours at 1 foot intervals.

§ 2.3.4 Note spot elevations at each intersection of a as needed foot square grid covering the Property.

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§ 2.3.5 Note spot elevations at street intersections and at 25 feet on center of curb, gutter, sidewalk, and edge of paving, including far side of paving.

§ 2.3.6 Show plotted location of structures, paving, improvements, and other permanent features. Show observed evidence of subsurface structures.

§ 2.3.7 Show all doors, floor elevations and elevations at each entrance of buildings on the Property.
(Check box below if elevations of each floor for each multiple floor building is to be shown.)

[X] Include elevations of each floor for each multiple floor building on the Property.

§ 2.3.8 Show the information set forth in this Section 2.3.8 for utilities on or adjacent to the Property. The following information shall be shown based on record information, surface evidence, and information obtained from the appropriate public utility location service. Inadequate record data requiring the Surveyor to employ techniques of subsurface exploration to locate utilities will be an Additional Service subject to Owner approval.

§ 2.3.8.1 Location, size, depth, and pressure of water and gas mains, central steam, and other similar utilities such as buried tanks and septic fields.

§ 2.3.8.2 Location of fire hydrants available to the Property and the size of the main serving each.

§ 2.3.8.3 Location, elevation, and characteristics of power, cable television, fiber optics, street lighting, traffic control facilities, and communications systems above and below grade.

§ 2.3.8.4 Location, size, depth, and direction of flow of sanitary sewers, combination sewers, storm drains, culverts, and other drainage facilities; location of catch basins, cleanouts and manholes, and invert elevation of each.

§ 2.3.8.5 Name of the operating authority, including contact person and phone number, for each utility indicated above.

§ 2.3.8.6 Source of information for each utility shown, such as existing survey or record documents from utility company, and whether the utility location has been verified.

§ 2.3.9 Note elevation of water in any excavation, well, or body of water on or adjacent to the Property. Show mean elevation of such water if available in public records or records provided by the Owner.

§ 2.3.10 Show location of flood plain and flood level of streams or adjacent bodies of water based on graphic plotting from the current applicable FEMA Flood Insurance Rate Map. Plot 100-year flood elevations if identified by the FEMA Flood Insurance Rate Map or otherwise available from state or local authorities. Indicate source of information.

§ 2.3.11 Note approximate extent of watershed onto the Property and indicate the source of the information.

§ 2.3.12 Show location of test borings if ascertainable, and the elevation of the tops of holes.

§ 2.3.13 Show location of trees greater than all inches in diameter at breast height; locate within one foot tolerance and identify species.

§ 2.3.14 Show location (0 in number) of specimen trees requested by the Owner to be included in the survey; locate to center within six inches tolerance; identify species; give diameter at breast height and ground elevation on upper slope side.

§ 2.3.15 Show perimeter outline only of thickly wooded areas unless otherwise agreed upon between the Owner and Surveyor.

§ 2.3.16 Describe significant natural features.

§ 2.3.17 Show location(s) of confirmed soil contamination(s).

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§ 2.3.18 Other:
(Identify any other requirements for, or information to be provided in, the Topographical Survey.)

1. Provide the owner and the architect with an AutoCad Rel 2012 compatible file. If microstation is used, convert all number levels to layer manes. Entities within the cad file shall be color bylayer and linetype bylayer. The layers shall have layer names instead of layer numbers. Provide point file and include all surveyed points in Autocad File.
2. Autocad survey layer recommendations
3. See limits of survey exhibit.
4. Include opposite side of any adjacent road and any utility service servicing the site.
5. All parking striping.
6. Show boundary lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency, and length of curved lines.
7. Show easements and rights-of-way and identify holders or owners. Note planned rights-of-way and the nature of each. Indicate source of information.
8. **INCLUDE SEPARATE PRICE FOR BOUNDARY SURVEY – A RECORDED PLAT MAY ALREADY EXIST FOR THIS PROPERTY**

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Surveyor shall provide the listed Additional Services only if specifically designated in the table below as the Surveyor's responsibility.
(Designate the Additional Services the Surveyor shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	**Responsibility** *(Surveyor, Owner or Not Provided)*	**Location of Service Description** *(Section 3.2 below or an exhibit attached to this document and identified below)*
§ 3.1.1 Subdivision Plats		
§ 3.1.2 Digital Terrain Modeling		
§ 3.1.3 Laser Scanning		
§ 3.1.4 Aerial Mapping		
§ 3.1.5 Construction Layout		
§ 3.1.6 Other:		

§ 3.2 Insert a description of each Additional Service designated in Section 3.1 as the Surveyor's responsibility, if not further described in an exhibit attached to this document.

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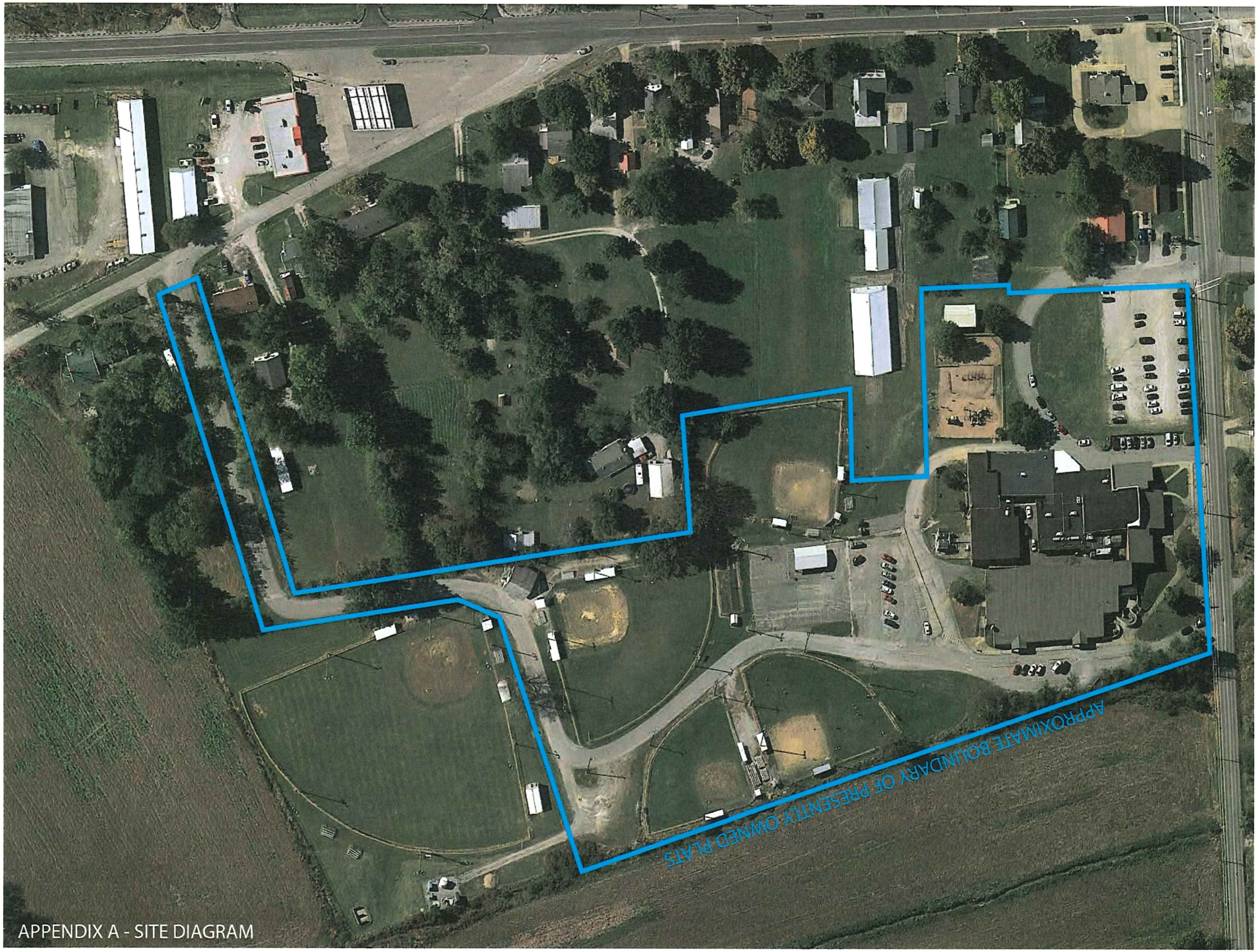

APPENDIX A - SITE DIAGRAM