

## ARCHITECTURAL SERVICES AGREEMENT

The **Board of Education of Christian County**, Kentucky, 200 Glass Avenue, Hopkinsville, Kentucky 42240 ("Client"), hereby agrees and contracts with **Hafer, PSC**, 21 Southeast Third Street, Suite 800, Evansville, IN 47708 ("Architects"), as follows:

1. **Engagement.** Client hereby employs, engages, and authorizes to act as an Architect to provide professional architectural services for Client in accordance with this Agreement.

2. **Scope of Representation.** Architects shall provide professional architectural services, as needed for, Client in connection with construction projects that are estimated to have a total construction cost of less than \$1,000,000.00 and for projects that are the continuation of a phased project at the same site.

3. **Project Agreements.** For each project with an estimated project with a construction cost of greater than \$50,000.00, the Client and Architect shall execute a project specific contract using the AIA Document B101-2007- KDE Version or AIA Document B132-2009- KDE Version. A separate letter agreement shall be executed by Client and Architect for projects with an estimated construction cost of \$50,000.00 or less.

4. **Fees.** Unless otherwise agreed in writing, Client shall pay Architect a fee for each project in accordance with the Kentucky Department of Education Architect/Engineer Fee Guidelines for Basic Services, which is incorporated herein by reference. Client shall also reimburse architects for reasonable and necessary out of pocket expenses and disbursements as outlined in the AIA Document B101-2007- KDE Version or AIA Document B132-2009- KDE Version contracts.

5. **Insurance.** The Architect shall provide professional liability insurance in an amount and through a carrier that is satisfactory to Client. Additionally, Architect shall provide certificates or liability insurance for all coverages required in AIA Document B101-2007-KDE Version or AIA Document B132-2009- KDE Version with such policy limits as required by Client and/or KDE and with Client listed as loss payee or additional insured as applicable.

6. **Compliance with Applicable Laws.** The Architect shall comply with all applicable federal and state laws and regulations including without limitation 702 KAR 4:160, as amended from time to time, agreeing to indemnify Client for, and hold Client harmless from, damages, penalties, remedies, legal fees, other professional fees, fines, costs or expenses resulting therefrom.

7. **Termination.** Except as otherwise agreed in writing for a particular project, either party may terminate this Agreement at any time for any reason by giving to the other party notification of election to terminate on a day certain in accordance with the AIA Document B101-2007- KDE Version or AIA Document B132-2009- KDE Version.

8. **Venue.** Venue of any legal action to enforce or interpret this Agreement shall be located in Christian County, Kentucky, and both Client and Architects expressly waive all objections to venue.

Dated, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF EDUCATION OF CHRISTIAN COUNTY, KENTUCKY:

By: \_\_\_\_\_  
Tom Bell, Board Chair

HAFER, PSC:

By: \_\_\_\_\_  
Jack Faber, Principal