



Project No. TBD

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered on **July 7, 2026**, by and between **STV Incorporated, a New York corporation ("STV")**, and **Christian County Public Schools ATTN: Dr. Jason Wilson ("Client")**. STV and Client are sometimes referred to individually as a "**Party**" and together as the "**Parties**".

Client desires to retain STV to render certain professional services relating to Client's **Christian County Public Schools Waterline Easement ("Project")**. STV is willing to render such services in accordance with the terms and conditions of this Agreement. In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE 1 – SERVICES OF STV

1.1 STV agrees to perform the professional services described in detail in **Exhibit A**, attached and incorporated herein by reference ("**Services**"). The schedule for performance of the Services will be as set forth in **Exhibit A**. If required for the Services, STV will secure and maintain the licenses, professional registrations, permits, and other authorizations necessary for STV to perform the Services. It is expressly understood that Client is responsible for all other permits, licenses, authorizations, and bonds, including related fees and any administrative fees or any taxes, required by any federal, state, or local government law.

1.2 STV will perform the Services in accordance with the level of care, diligence, skill, and judgment that is ordinarily exercised by recognized professionals in its field with respect to services of a similar nature under the same or similar circumstances ("**Standard of Care**"). Estimates of cost, approvals, recommendations, opinions, and decisions by STV are made on the basis of STV's experience, qualifications and professional judgment and are not to be construed as warranties or guarantees. Consistent with the Standard of Care, the Services will conform to applicable laws, ordinances, codes, rules, regulations, and other legal requirements at the time Services are rendered.

1.3 STV will not be required to sign any documents, no matter by whom requested, that would result in STV having to certify, guarantee, or warrant the existence of conditions whose existence STV cannot ascertain. Any certification provided by STV will be so provided based on STV's knowledge, information, and belief subject to and consistent with the Standard of Care. Client will compensate STV for any work necessary to verify project compliance with regulatory standards for purposes of such certification(s).

1.4 If STV provides opinions of probable construction cost pursuant to this Agreement, such opinions are to be made on the basis of STV's experience and qualifications and, consistent with the Standard of Care, represent STV's judgment as a professional generally familiar with the industry. However, since STV has no control over the cost of labor, materials, equipment, or services furnished by others, or over the methods of determining prices, or over competitive bidding or market conditions, STV cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by STV.

1.5 If applicable to STV's Services, during the construction phase of the Project, STV will not supervise, direct, or have control over a contractor's work, nor will STV have authority over or



responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of a contractor to comply with laws and regulations applicable to a contractor's furnishing and performance of the work. STV neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the applicable requirements. STV will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except STV's own employees and subconsultants) at the Project site or otherwise furnishing or performing any work.

1.6 Immediately upon execution of this Agreement, Client will provide available information to STV regarding the requirements for the Project. STV is entitled to rely on the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client pursuant to this Agreement. When requested by STV, Client will arrange access to and make provisions for STV to enter upon public and private property as required for STV to perform Services under this Agreement. Upon the request of STV, Client will designate a representative authorized to act on its behalf with respect to the Project. Client, or such authorized representative, will render decisions in a timely manner pertaining to documents submitted by STV in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

1.7 Client may request changes to the scope of Services such as additions, deletions, or revisions (in any case, a "**Change**"). Any Change must be agreed to by the Parties in writing. If STV anticipates that a Change or any other Project event will affect STV's compensation or schedule or will cause STV to perform work outside the scope of Services ("**Additional Services**"), STV will notify Client so that an equitable adjustment(s) to compensation and/or schedule be made through a written document reflecting such adjustment(s) and executed by both Parties ("**Change Order**"). Notwithstanding anything to the contrary, STV is under no obligation to comply with a Change or perform any Additional Services without a Change Order and STV will not be in default for refusal to proceed with a Change or Additional Services.

ARTICLE 2 – COMPENSATION, INVOICING, AND PAYMENT

2.1 Client will pay STV for all Services as set forth in **Exhibit B ("Compensation Schedule")**. Client is alone responsible for payment to STV under this Agreement and such duty to pay STV will not be subject to any third-party agreement.

2.2 STV will submit invoices for Services performed, prepared on the basis of STV's monthly progress reports specifying the Services completed during the preceding month. Client will pay STV within thirty (30) days of invoice submission. Time is of the essence in payment of STV's invoices, and timely payment is a material part of the consideration of this Agreement. Unpaid balances are subject to an additional charge of one and three quarters (1.75) percent per month from the date of the invoice.

2.3 STV may, after giving seven (7) days written notice to Client, suspend Services without liability until Client has paid in full all amounts due STV. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for Services is current. If STV is performing services for Client under multiple projects, invoice payments must be kept current on all



projects for Services hereunder to continue. Client acknowledges STV's right to suspend Services and withhold plans and documents, as provided above, if payments are not current on all projects. If Services are suspended for thirty (30) days or longer, upon resuming Services, STV will be entitled to expenses incurred in the interruption and resumption of the Services. If Services are suspended for ninety (90) days or longer, STV will be entitled to reimbursement of all expenses incurred during the interruption and resumption of its Services and fees for remaining Services will be equitably adjusted. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for Services rendered, STV will be entitled to full reimbursement of all such costs, including reasonable attorneys' fees and costs.

ARTICLE 3 – SUSPENSION AND TERMINATION

3.1 Suspension. Client may require STV to suspend, delay, or interrupt all or part of the Services called for by this Agreement upon written notice. Upon receipt of such notice, STV will suspend the Services as directed by Client until such time as Client issues written direction to resume the performance of the Services. If Services are suspended for ninety (90) days or longer, STV will be entitled to reimbursement of all expenses incurred as a result of the interruption and resumption of the Services and an equitable adjustment to the compensation for the remaining Services.

3.2 Termination. Either Party may terminate this Agreement in whole or in part for convenience upon thirty (30) days written notice. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within thirty (30) days following its receipt of such written notice.

3.3 In the event of any termination, Client will compensate STV for Services performed as of the effective date of termination. Termination of this Agreement for any reason whatsoever will not affect any right or obligation of any Party which is accrued or vested prior to such termination, and any provisions of this Agreement relating to any such right or obligation will be deemed to survive the expiration or earlier termination of this Agreement.

ARTICLE 4 – INDEMNITY, LIABILITY, AND INSURANCE

4.1 Indemnity. To the fullest extent permitted by law, STV and Client agree to indemnify and hold harmless each other and their respective officers and employees from and against all claims, damages, losses, litigation, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of the indemnifying Party, its employees, or subcontractors.

4.2 Waiver of Consequential Damages. Notwithstanding any other provisions of this Agreement and to the fullest extent permitted by law, neither Party will be liable to the other Party for any incidental, special, indirect, or other consequential damages incurred, regardless of the nature of the fault or whether it was committed by STV or Client, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use, loss of profits, loss of production, or business interruption, however the same may be caused.

4.3 Limitation of Liability. To the fullest extent permitted by law, Client agrees that STV's total aggregate liability to Client and any persons or entities claiming by, through, or under Client, for any



and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project, the Services, or this Agreement from any cause or causes including, without limitation, STV's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract, or breach of warranty will not exceed Fifty Thousand Dollars (\$50,000.00) or STV's compensation hereunder, whichever is greater.

4.4 Insurance. STV will carry the following insurance during the term of this Agreement: (i) Worker's Compensation and Employer's Liability Insurance in compliance with statutory limits; (ii) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per claim and in the aggregate; (iii) Automobile Liability Insurance with limits of One Million Dollars (\$1,000,000) combined single limit for all motor vehicles owned, rented, or used by STV; and (iv) Comprehensive General Liability, Bodily Injury, and Property Damage Insurance with combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. STV will provide certificates of insurance to Client upon request.

ARTICLE 5 – WORK PRODUCT AND CONFIDENTIALITY

5.1 Ownership of Work Product. All data, calculations, drawings, plans, specifications, designs, models, surveys, maps, reports, studies, analyses, working papers, schedules, estimates, minutes, field notes, manuals, training and presentation materials, electronic files, templates, procedures, scripts, links, source code, software, summaries, and other compilations of information, materials and documents prepared, developed, or accumulated by STV under this Agreement for the Project ("**Work Product**") are instruments of service with respect to the Project and will be and will remain the property of STV. Subject to the terms and conditions of this Agreement, STV grants Client a royalty-free, non-exclusive license to use the Work Product in connection with the Project. The Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by STV for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to STV; and Client agrees to release, defend, indemnify, and hold harmless STV from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle STV to additional compensation at rates to be agreed upon by STV and Client or the third person or entity seeking to reuse the Work Product. If any information hereunder is provided in electronic format, Client recognizes that such information recorded on or transmitted as electronic media, including CADD or BIM documents ("**Electronic Documents**") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alternation. Accordingly, the Electronic Documents are provided to Client for informational purpose only and not as record documents.

5.2 Confidentiality. In connection with the performance of this Agreement, STV and Client may disclose to each other secret or confidential information consisting of unpublished technical or other data in which STV, Client, or other parties have proprietary rights, patentable as well as unpatentable. All of this information will be considered confidential information of the disclosing Party. The receiving Party will not, except as specifically authorized in writing by the disclosing Party, disclose to any party any technical, confidential, or secret information of whatever kind or nature, so long as, and to the extent that, such information remains unpublished. This obligation will not apply to information which the receiving Party can demonstrate was in the possession or known to it prior to the date of such



disclosure as demonstrated by its records. Nor should this obligation apply to information has been properly and lawfully made available to the receiving Party from third parties who are under no obligation to maintain the confidential nature of this information. The receiving Party will make no copies of any prints or other documents supplied by the disclosing Party, unless expressly authorized or directed to do so.

ARTICLE 6 – GENERAL

6.1 Disputes. STV and Client agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation conducted in accordance with the current Construction Rules and Mediation Procedures of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ADR) as the Parties may mutually agree. In the event the dispute resolution procedures as described above do not resolve any disagreement among the Parties and any Party elects to institute legal proceedings, the forum for any such action relating to this Agreement will be in the federal or state courts where the Project is located. This Agreement is to be governed by the laws of the state or jurisdiction in which the Project is located. Except to the extent that this Agreement expressly permits a Party to suspend performance, the Parties will each proceed diligently and faithfully with performance of their respective obligations under this Agreement pending a final resolution of a dispute and failure to so proceed will be considered a default under the terms of this Agreement.

6.2 Independent Contractor. STV is an independent contractor responsible for the means and methods used in performing the Services. STV's employees, agents, and representatives will not be considered under this Agreement or otherwise as having a status as an employee of Client.

6.3 Force Majeure. Neither Party will be responsible for delays attributable to acts of God, acts of third parties, intervention of public authorities, weather, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder, and any other acts or omissions or events which are beyond the reasonable control of a Party. Compensation, costs, schedule commitments, and time for performance will be adjusted for delays caused under this section.

6.4 Notices. For purposes of this Agreement, all notices and other communications provided for herein must be in writing, addressed as provided hereinafter to the party to whom the notice is given, and must be either: (i) delivered personally; (ii) sent by United States certified mail, postage prepaid, return receipt requested; (iii) placed in the custody of a nationally recognized carrier to be delivered overnight; or (iv) delivered via email (provided that the email originates from a valid business email address registered to the Party giving notice or its representative). Notice is deemed given: (i) upon receipt if delivered personally, (ii) forty-eight (48) hours after deposit if sent by certified mail, (iii) twenty-four (24) hours after deposit if sent overnight by a nationally recognized carrier, or (iv) upon receipt if delivered via email during normal business hours or the following business day if received after business hours. The contact information of the Parties for all purposes under this Agreement and for all notices hereunder will be the information listed on the signature page below.



6.5 Survival of Provisions. Termination of this Agreement for any reason whatsoever will not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation will be deemed to survive the termination of this Agreement. The indemnity, limitation of liability, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein will survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

6.6 Third Parties. Nothing contained in this Agreement creates a contractual relationship with, or a cause of action in favor of, a third party against either STV or Client. STV's Services under this Agreement are being performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes of this Agreement, and no person or other entity will have any claim against STV because of this Agreement. In addition, nothing herein will be construed as creating a contractual relationship between Client and any STV employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by STV, Client will only seek recourse against STV and hereby expressly waives any and all right to pursue a claim against STV's individual officers, directors, or employees.

6.7 Assignment. This Agreement will bind the partners, heirs, executors, administrators, successors, permitted assigns, and legal representatives of the Parties. Client will not sell, assign, sublet, or otherwise transfer any rights under or interest in this Agreement without the prior written consent of STV. STV reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the Services specified by this Agreement.

6.8 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision will be revised to give it the maximum effect allowed by law, or, if a revision is not possible, will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect.

6.9 Headings and Construction. All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference will be derived therefrom. Each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.

6.10 No Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

6.11 Counterparts. This Agreement may be executed in counter-part originals and/or by electronic means, with each Party cooperating to provide the other with an original executed version.

6.12 Entire Agreement. The exhibit(s) to this Agreement are incorporated by reference into, attached to, and made a part of this Agreement. This Agreement, together with all exhibits attached, constitutes the entire Agreement between the Parties relating to the transaction described herein and



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supersedes any and all prior oral or written understandings. No amendment or modification to this Agreement will be effective unless it is in writing and signed by authorized representatives of both Parties.

----- *Signature Page Follows* -----



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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have made and executed this Agreement that is effective as of the date first above written.

STV Incorporated 65 Aberdeen Drive Glasgow, KY 42141 Attention: Peter Overmohle PE, VP Email: Peter.Overmohle@stvinc.com By: _____ Name: _____ Title: _____	Christian County Public Schools 200 Glass Avenue Hopkinsville, KY 42240 Attention: Dr. Jason Wilson Email: Jason.wilson@christian.kyschools.us By: _____ Name: _____ Title: _____
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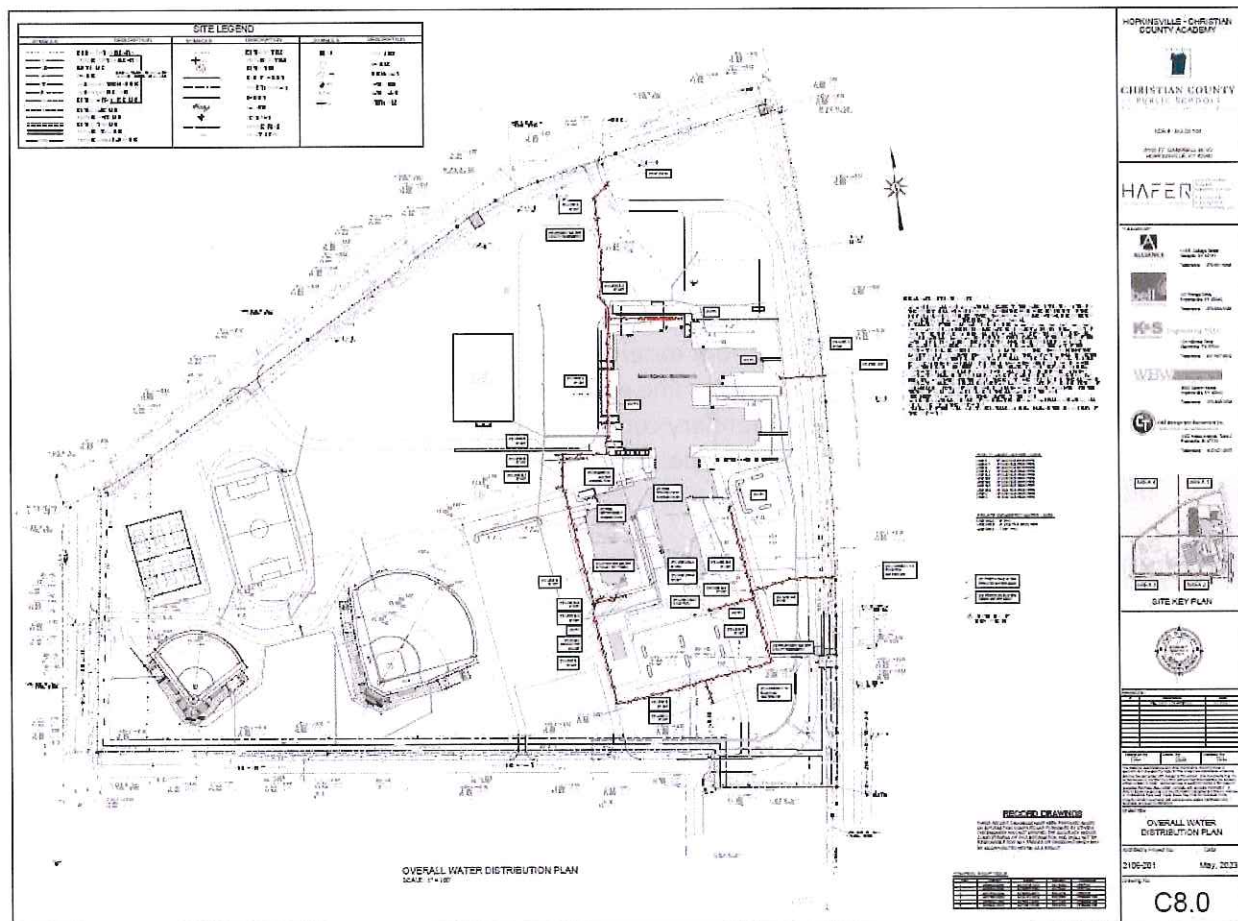
EXHIBIT A

SCOPE OF SERVICES

Christian County Public Schools Waterline Easement Exhibit

Project Limits:

The easement limits are generally shown within the red outlined area in the image below. The Easement Exhibit will address the newly installed water line in this area.





Scope of Services:

- ✓ Field locate existing property corners to accurately detail and show easement lines on the new water line easement exhibit
- ✓ Field locate the surface features of the as-built location of the newly installed water line to ensure the location of the new water line easement.
- ✓ Prepare an easement exhibit detailing a newly created 10-foot wide easement over the newly constructed water line at 5185 Fort Campbell Boulevard, Hopkinsville, KY.
- ✓ Prepare a new legal description of the water line easements to be placed in a deed by legal counsel.

Water Line Easement Exhibit:

- ❖ All surveying will be performed under the direct supervision of a Kentucky Licensed Professional Land Surveyor.
- ❖ Project Datum: NAD83/Kentucky State Plane Coordinate System (Single Zone), NAVD88
- ❖ Survey to meet Kentucky Land Surveying Minimum Standards.
- ❖ Show easement lines, giving length and bearing (including reference or basis) on each straight line; interior angles; radius, point of tangency and length of curved lines.
- ❖ Confirm to the best of our ability, the As-Built water line location based on field located surface features for the location of the 10-foot easement.
- ❖ Prepare a legal description of the water line easements on the property based on the field located locations of found and verified boundary corner monumentation.
- ❖ Commonwealth of Kentucky statute boundary survey and/or Boundary Line Marking are not included in the scope or fee.

Deliverables:

- ✓ Provide a signed electronic PDF copy of the Water Line Easement Exhibit to the client
- ✓ Exhibits shall note all dimensions in equivalent U.S. units.
- ✓ Exhibits provided at 8.5" x 14" or another appropriate size.
- ✓ Drawing scale appropriate to view all drawing features.
- ✓ Include graphic scale and North Arrow.
- ✓ Include a legend of symbols and abbreviations used on the drawing(s).
- ✓ Furnish the survey in a digital file in AutoCAD format.
- ✓ The Water Line Easement Exhibit shall meet or exceed Kentucky Professional Land Surveying Standards.



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**EXHIBIT B
COMPENSATION SCHEDULE**

Water Line Easement Exhibit & Descriptions -

\$4,985.75 Lump Sum

