

AGREEMENT BETWEEN CLIENT AND SURVEY CONSULTANT FOR BOUNDARY AND TOPOGRAPHICAL SURVEY (U.S.)

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, (“Client”) and _____ (“Consultant”) hereby enter into this *Agreement Between Client and Survey Consultant for Boundary and Topographical Survey* (“Agreement”) and agree as follows:

1. **Property/Project.**

Property/Project Number: _____
Property Address (“Property”): _____
Project Type: _____
Project Name (“Project”): _____
Stake Name: _____

2. **Client’s Responsibilities.** Client will make available to Consultant:

- a. A current title report for the Property.
- b. Access to Property to be surveyed, adjoining properties, and off-site easements or person to contact in order to obtain such access.

3. **Surveyor’s Responsibilities.** The land surveyor will:

- a. Be licensed by the state or other licensing authority in which the Property is located.
- b. Exercise reasonable precautions to prevent property damage.

4. **Services.** Consultant agrees to provide all labor, materials, equipment, tools, transportation, communications, printing, copies, and work necessary to perform the following services (“Services”):

- a. A boundary and topographical survey for the Property based on the current Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys and plot the required details and information on the plat.
- b. Provide Table A items 1, 2, 3, 4, 5, 7a, 7b(1), 7c, 8, 9, 10a, 10b, 11b, 13, 14, 16, 17, 18, 19, 20a from the current Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as a part of the survey for the Property.
- c. Tie the survey to a minimum of two physical monuments for the Property that have been occupied.
- d. If the monuments that are occupied are not the basis of bearing, show the bearing and distance between the monuments with a tie to the Property or basis of bearing.
- e. Locate the measured monuments within an established, corrected network. Establish the network from a Virtual Reference System, NGS Data points, OPUS correction or other corrected system.
- f. List on the plat the corrected survey coordinate system used for the survey i.e. State plane coordinates, County coordinates, or UTM. The submitted AutoCAD file’s coordinate system should match the corrected survey coordinate.
- g. Publish the coordinates for the occupied monuments using the selected corrected survey coordinate system on the plat for internal GIS purposes.
- h. Plot the contours to:
 - 1) Provide for the Property, including 10’ beyond all property lines, and to the far side of adjacent street(s).

- 2) Show any rapid change in grade on adjacent properties.
 - 3) Show 1' – 0" intervals for slopes under 10%.
 - 4) Show 2' – 0" intervals for slopes over 10%.
 - 5) Provide spot elevations of existing structures, curbs, crown of road(s), etc.
- i. Plot other substantial features on or adjacent to the Property observed in the process of conducting the survey such as above and below ground storage tanks, wells, ditches, canals, springs, seeps, swamps, other structures or foundations, etc.
 - j. Plot the following items that are on or adjacent to the Property:
 - 1) Water lines: size and approximate depth
 - 2) Natural gas lines: size and approximate depth
 - 3) Sewer lines: size and invert elevation
 - 4) Storm drainage lines: size and invert elevation
 - 5) Fire hydrants: location
 - k. Plot the driveway(s) and street(s) adjacent to the Property or on the opposite side of the street(s).
 - l. Plot the location of trees 4" diameter or larger on or adjacent to the Property showing description and size.
 - m. Provide the plat drawing at a scale of 1" = 20' maximum.
 - n. Provide the title block of the plat drawing to include:
 - 1) Project name
 - 2) Stake name
 - 3) Property address
 - 4) Property/Project number
 - o. Submit the plat drawing as:
 - 1) Five (5) - 24" x 36" (60 cm x 90 cm) paper copies
 - 2) One pdf electronic copy
 - 3) One AutoCAD (latest version) electronic copy. The submitted AutoCAD coordinates should match the coordinate system listed in 4.f.
5. **Compensation.** Client will pay Consultant in full payment for performance of the Services and obligations herein a stipulated sum of _____ Dollars (\$_____). This fee includes all costs and expenses of Consultant and its subconsultants in performing the Services. Client will pay Consultant within thirty (30) days after receipt of payment request and required copies of the survey.
 6. **Independent Contractor Relationship.** Consultant is not an agent or employee of Client but is an independent contractor.
 7. **Comply with Applicable Laws and Regulations.** Consultant, its agents, employees, and subconsultants will comply with all applicable laws and regulations.
 8. **Indemnity and Hold Harmless.** Consultant will indemnify and hold Client and Client's representatives, employees, and agents harmless from any and all liability, demands, liens, causes of action, or claims of any kind, including the costs and expenses of defending the same (including attorney fees, consultant fees, expert fees, copy costs, and other expenses), arising out of: (1) Any negligence, error, or omission of Consultant or its subconsultants; (2) Any injuries, harm, or damages to Consultant, Consultant's employees, Consultant's subconsultants, and/or Consultant's contractors; (3) Any liens or claims for payment of Consultant's employees, Consultant's subconsultants, Consultant's suppliers, or Consultant's contractors; (4) Any claim asserted against Client and/or Client's representatives, employees, or agents by any other party resulting from any negligence, error, or omission of Consultant or its subconsultants; and/or (5) Losses due to injury to Client's property, and/or to the Property caused by the negligence of Consultant or its subconsultants.

9. **Time of Performance.** Consultant will complete Services within _____ days from the date hereof.
10. **Work Restrictions.** Consultant will ensure that Consultant, its agents, employees, and subconsultants:
- Do not consume alcohol or illegally use drugs on the Property or enter on or perform any Services on the Property while under their influence.
 - Do not smoke anything on the Property. Do not use tobacco in any form on the Property.
 - Do not perform Services on the Property on Sundays except for emergency work.
 - Refrain from using profanity or being discourteous or uncivil to others on the Property or while performing Services under this Agreement.
 - Do not play obnoxious and/or loud music on the Property. Do not play any music within existing facilities.
 - Refrain from wearing immodest, offensive, or obnoxious clothing, while on the Property.
 - Do not bring weapons on the Property.
11. **Consultant's Insurance.** Prior to performing any Services, Consultant will obtain the following insurance coverages, which Consultant will maintain during the term of this Agreement:
- Workers' Compensation Insurance.
 - Employers Liability Insurance with minimum limits of the greater of \$500,000 E.L. each accident, \$500,000 E. L. disease-each employee, \$500,000 E.L. disease-policy limit or as required by the law of the state in which the Project is located.
 - Commercial General Liability Insurance, Insurance Services Office (ISO) form *Commercial General (CG) 00 01 (12/07)* or equivalent Occurrence policy which will provide primary coverage to the additional insureds (the Client) in the event of any Occurrence, Claim, or Suit with limits of the greater of: (1) Consultant's actual coverage amounts or (2) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Consultant's insurer will add Client as an additional insured on this policy using ISO endorsement CG 2010 (07/04) or its equivalent.
 - Automobile Liability Insurance (1) having a combined single limit each accident in the amount of One Million Dollars (\$1,000,000) or in the amount of Consultant's actual coverage, whichever is greater, and (2) coverage applying to "any auto."
 - Professional liability insurance which covers liability arising out of any negligence, error, mistake or omission in rendering or failing to render professional services with limits of the greater of: (1) Consultant's actual coverage amounts or (2) One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

Consultant will give evidence of these insurance coverages to Client by providing an ACORD 25 (2010/05) Form or its equivalent: (1) listing Client as the Certificate Holder and Additional Insured on the general liability and any excess liability policies, (2) listing the insurance companies providing coverage (all companies listed must be rated in A.M. Best Company Key Rating Guide-Property-Casualty and each company must have a rating of B+ Class VII or higher), (3) attaching the endorsements set forth above for the Certificate of Liability Insurance, and (4) bearing the name, address and telephone number of the producer and signed by an authorized representative of the producer. Notwithstanding the foregoing, Client may, in writing and at its sole discretion, modify these insurance requirements.

12. **Termination.** Client may terminate this Agreement at any time for any reason on written notice to Consultant. In that event, Client will pay Consultant a part of the Compensation hereunder in proportion to the Services performed through the date of termination.
13. **Attorney Fees.** Should either party commence litigation to enforce or rescind any provision of this Agreement, the prevailing party will be entitled to recover its attorney fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, incurred in that action and on all appeals, from the other party.
14. **Ownership / Confidentiality.** Client will retain ownership and intellectual property rights in all materials provided by Client to Consultant and to all work products of Consultant for Services performed under this Agreement, such products and Services of Consultant constituting works made for hire. Consultant will not reuse any portions of the materials provided by Client or developed by Consultant for Client pursuant to this

Agreement, or disclose any such materials to any third party without the prior written consent of Client. Client may withhold its consent in its' absolute discretion.

15. **Entire Agreement.** This Agreement contains the complete agreement between the parties regarding the Services described herein.
16. **Assignment.** Consultant will not assign any rights or obligations under this Agreement without the prior written consent of Client.
17. **Governing Law.** The parties acknowledge that this Agreement has substantial connections to the State of Utah. This Agreement will be deemed to have been made, executed, and delivered in Salt Lake City, Utah. To the maximum extent permitted by law, (i) this Agreement and all matters related to its creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, excluding conflicts of law rules, and (ii) all disputes arising from or related to this Agreement will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.
18. **Effective Date.** The effective date of this Agreement is the date indicated by the Client's signature.

CLIENT:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints,
a Utah corporation sole.

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

Address: _____

Address: _____

Telephone No: _____

Telephone No: _____

Facsimile No: _____

Facsimile No: _____

Email: _____

Email: _____

Effective Date: _____

Fed. I.D. or SSN: _____

License No: _____

Reviewed By: _____

Date: _____