

# ENDRIS ENGINEERING, P.S.C.

## Land Surveyors

771 Enterprise Drive  
Lexington, Kentucky 40510

Ph. (859) 253-1425  
Fax (859) 233-1436

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April 19, 2018

Mr. Phillip Watts, Interim Supt.  
Breathitt County Schools  
420 Court Street  
Jackson, KY 41339  
Phone: 606-666-2491  
Fax: 606-666-2493  
Email: Phillip.Watts@breathitt.kyschools.us

Mr. Watts,

After a review of the area of the proposed survey, Endris Engineering offers the following bid for surveying services:

### **Topographic Survey for Breathitt County Academic Technology Center (ATC) Jackson, KY**

**Lump Sum: \$9,600<sup>00</sup>**

**(Approximately 4.3 acres of survey area - shaded in yellow on the attached map)**

**Add for third-party utility locations: \$2,800<sup>00</sup>**

**Time Frame: Thirty (30) calendar days from the written notice to proceed**

Below are our current hourly rates for surveying and CAD services that can be used for surveying services in 2018 for any additional work that may be requested:

#### **Hourly Rates**

<b>Registered Land Surveyor:</b>	<b>\$100<sup>00</sup> per hour</b>
<b>2-Man Survey Crew (or 1-man with Robotic instrument):</b>	<b>\$130<sup>00</sup> per hour</b>
<b>3-Man Survey Crew (or 2-man with Robotic instrument):</b>	<b>\$160<sup>00</sup> per hour</b>
<b>Cad Designer I (layout calculations):</b>	<b>\$85<sup>00</sup> per hour</b>

The survey will meet or exceed the specifications of Carman, Inc and Alt 32 as specified in that certain AIA Request for Proposal dated April 11, 2018. The survey will include the location of the property lines between the School property and private landowners within or immediately adjacent to the survey limits as referred to in Section 2.3.18 of the AIA document.

Underground utilities will be located as witnessed by surface indications, by utility owner markings, and by markings made by utility owners. An additional fee will apply (fee stated above) if third-party utility locating services are to be included in this scope of work. Endris Engineering will not actually expose underground utilities. If underground utility design or as-built drawings are made available to Endris Engineering by the design consultants or Jackson County Schools, then that information will be placed on the Survey.

Standard '*Terms and Conditions*' are attached hereto and made a part hereof.

Thank you for considering us for this project and I hope to hear from you in the very near future.

Sincerely,



Kevin M. Phillips, PLS  
President

By signing below, you, as the client, agree to the fees set out above as well as the Terms and Conditions described on the attached sheet.

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Client

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Date



Jackson, KY

## Breathitt County Sch Bus Garage



Breathitt County High School

ison St  
Lincoln Ave

Google Earth

© 2013 Google

500 ft





# Terms and Conditions

Endris Engineering shall perform the services outlined in this agreement for the stated fee arrangement.

## **Access To Site:**

Unless otherwise stated, Endris Engineering will have access to the site for activities necessary for the performance of the services. Endris Engineering will take precautions to minimize the damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

## **Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

## **Billing & Payments:**

Invoices for Endris Engineering's services shall be submitted, at Endris Engineering's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Endris Engineering may, without waiving any claim or right against the Client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice.

## **Late Payments:**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

## **Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Endris Engineering, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Endris Engineering.

## **Certifications:**

Guarantees and Warranties: Endris Engineering shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Endris Engineering cannot ascertain.

## **Limitations of Liability:**

In recognition of the relative risk, rewards and benefits of the project to both the Client and Endris Engineering, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Endris Engineering's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000.00. Such causes include, but are not limited to, Endris Engineering's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## **Termination of Services:**

This agreement may be terminated by the Client or Endris Engineering should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Endris Engineering for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

## **Ownership of Documents:**

All documents produced by Endris Engineering under this agreement shall remain the property of Endris Engineering, PSC until payment-in-full has been received by Endris Engineering at which time, all documents shall become the property of the Client.

Initial here: \_\_\_\_\_ (Endris Engineering) \_\_\_\_\_ (Client)

THIS SHEET MUST BE INITIALED AND RETURNED TO OUR OFFICE BEFORE  
COMMENCEMENT OF WORK.

# AIA<sup>®</sup> Document C201<sup>™</sup> – 2015

## Standard Form of Consultant's Services: Land Survey

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

Breathitt County New ATC  
Jackson, KY 41339

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

Breathitt County Board of Education  
420 Court Street  
Jackson, KY 41339  
telephone: 606.666-2491  
fax: 606.666-2493

**THE SURVEYOR:**  
(Name, legal status, and address)

### THE AGREEMENT

This Standard Form of Consultant's Services is part of the accompanying C103<sup>™</sup>-2015, Standard Form of Agreement between Owner and Consultant without a Predefined Scope of Consultant's Services dated the Third day of April in the year 2018  
(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 |

### 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.)

### § 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.)

### 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<sup>™</sup>-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.

Property is located between the existing Coliseum and Washington Ave. in Jackson, KY on the Breathitt County High School Campus

§ 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.)*

Phillip Watts, Interim Superintendent, Breathitt County Schools  
420 Court St.  
Jackson, KY 41339  
telephone: 606.666.2491  
fax: 606.666.2493  
email: Phillip.Watts@breathitt.kyschools.us

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

- ☐ Boundary Survey as described in Section 2.2
- ☐ ALTA/ACSM Boundary Survey as described in Section 2.2
- ☒ 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:
- ☐ Other: (Specify)

§ 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.)

- ☒ Imperial units (feet, inches, etc.) at scale
- ☐ 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 ½" 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 in a medium and format determined by the Owner and as required by the jurisdiction in which the Project is located. The Surveyor shall also provide the drawings to the Owner in the original medium and format in which they were created. The Surveyor shall sign and seal the drawings with an appropriate certification statement as required by the jurisdiction in which the Project is located.

## § 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. Where no monument exists, set a suitable monument at, or in close proximity to, each property corner. Set all monuments according to the requirements, if any, of the jurisdiction in which the Project is located. State on the drawing(s) whether corners were found or set, and describe each property corner. Mark each monument to facilitate future recovery.

§ 2.2.3 Confirm or furnish a legal description that conforms to the record title boundaries. The Surveyor shall promptly notify the Owner and explain the facts and circumstances giving rise to any discrepancies between the Boundary Survey and the recorded legal description.

§ 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 feet of the boundary line.  
(Check the appropriate box.)

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

☒ 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.)

### § 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 one foot intervals.

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

§ 2.3.5 Note spot elevations at street intersections and at twenty 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 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 two inches in diameter at breast height; locate within one foot tolerance and identify species.

§ 2.3.14 Show location (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).

§ 2.3.18 Other:

*(Identify any other requirements for, or information to be provided in, the Topographical Survey.)*

Show and denote property lines within survey limits.

### 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.