

ENDRIS ENGINEERING, P.S.C.

Land Surveyors

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Lexington, Kentucky 40510

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July 1, 2020

Mr. Chris Kidwell, Associate Superintendent, Director of Finance
Campbellsville Independent Schools
136 S. Columbia Avenue
Campbellsville, KY 42718
Phone: 270-403-1226
Email: chris.kidwell@cville.kyschools.us

Re: Campbellsville Softball Field

Mr. Kidwell,

After a review of the project requirements, Endris Engineering offers the following bid for surveying services:

Topographic survey: \$2,900⁰⁰
(approx. 1.3 acres)

Time frame for completion: 21 calendar days from the written notice to proceed.

Add for Private Utility Locator: \$1,800⁰⁰ _____
Initial if accepted

The area of the topographic survey is shown on the attached map outlined in red. This survey will be tied both horizontally and vertically to NGS datum (Kentucky State Plane South Zone Coordinates, NAD 83; NAVD 88 elevations). The topographic survey will include 1' contours, spot elevations along edges of hardscape, utility locations based on utility markings and observed evidence, all trees, and the location of all substantial improvements within the bounds of the topographic survey area. The topographic survey will meet or exceed the specifications set forth in the AIA Request for Proposal received 06-30-2020.

This proposal is valid for 30 days from the date of this proposal. Standard ***'Terms and Conditions'*** are attached hereto and made a part hereof.

Thank you for the opportunity to provide this proposal to you.

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.


Client

Date

Campbellsville Independent Schools

Survey Area for Softball Field (approx. 1.3 acres)

Legend

 Campbellsville Softball



Martin Luther King Jr Blvd



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-bidding 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: KE (Endris Engineering) _____ (Client).

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