

**DEPARTMENT OF FACILITIES**

**DANNY CLEMENS, DIRECTOR**  
 TRACY PARSLEY, MAINTENANCE SUPERVISOR  
 THOMAS STOKES, CUSTODIAL SUPERVISOR  
 GEORGE BROCK, ENERGY MANAGER

**MEMO**

**TO:** Dr. Jesse Bacon, Superintendent  
**FROM:** Danny Clemens, Director of Facilities  
**Date:** January 19, 2024  
**RE:** Land Survey Updates for the Phase 2 Athletics Project **DC**

Studio Kremer recommends the following companies to provide site surveys for each listed site in anticipation of the Phase 2 Athletics and Field House construction. Requests for proposals were issued to four (4) companies and proposals were provided as shown below.

Recommendations for surveyors at each site are highlighted, below:

	Site Survey			
	Kapur	Heritage	Endris	JQOL
Bullitt East High School	\$13,528.00	\$17,000.00 0	\$18,500.00 0	\$10,500.00
Bullitt Central High School	\$13,789.00	\$15,000.00 0	\$15,500.00 0	\$12,900.00 0
North Bullitt High School	\$12,628.00	\$13,000.00 0	\$19,500.00 0	\$13,100.00

	Private Utility Locate			
	Kapur	Heritage	Endris	JQOL
Bullitt East High School			\$5,000.00	
Bullitt Central High School	Included	No Cost	\$5,000.00	\$2,900 per Day*
North Bullitt High School		Provided	\$4,000.00	

*TWood*

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

	Schedule			
	Kapur	Heritage	Endris	JQOL
Bullitt East High School	Start	No	6-weeks	
Bullitt Central High School	Immediate	Schedule	5-weeks	Start 2-3 weeks
North Bullitt High School	y	Provided	4-weeks	

They recommend Kapur for survey updates at all three sites. The private utility locate services are included in the site survey cost which makes their proposal the lowest of the four received.

The initial BG-1 for this project included an estimate of \$200,000 for survey updates. Should the civil engineers deem it necessary, request the Board's approval to request additional work from the selected surveyors should the design scope change or additional site information is needed. Currently, with the proposals received, the anticipated cost of survey updates is \$39,945.00. Any additional work required for survey updates would be funded through the BG-1 and eventual Bond Sale.

**I recommend approval of this request.**

Attachments:

- (1) Kapur proposal for site survey services.
- (2) JQOL proposal for site survey services.
- (3) Endris Engineering, PSC proposal for site survey services.
- (4) Heritage Engineering, LLC proposal for site survey services
- (5) Studio Kremer Recommendation Letter

January 19, 2024



## Site Survey Updates Recommendation

**TO:** **Bullitt County Public Schools**  
Danny Clemens, Director of Facilities  
1040 Highway 44 East  
Shepherdsville, KY 40165

**REFERENCE:** Site Survey Updates for:  
**Bullitt County Public Schools - Phase 2 Athletics & Field Houses**

Mr. Clemens:

We recommend the following companies to provide site surveys for each listed site in anticipation of the Phase 2 Athletics and Field House construction. Requests for proposals were issued to four (4) companies and proposals were provided as shown below.

Our recommendations for surveyors at each site are highlighted in yellow, below:

	Site Survey			
	Kapur	Heritage	Endris	JQOL
Bullitt East High School	\$13,528.00	\$17,000.00	\$18,500.00	\$10,500.00
Bullitt Central High School	\$13,789.00	\$15,000.00	\$15,500.00	\$12,900.00
North Bullitt High School	\$12,628.00	\$13,000.00	\$19,500.00	\$13,100.00

	Private Utility Locate			
	Kapur	Heritage	Endris	JQOL
Bullitt East High School			\$5,000.00	
Bullitt Central High School	Included	No Cost	\$5,000.00	\$2,900 per Day*
North Bullitt High School		Provided	\$4,000.00	

	Schedule			
	Kapur	Heritage	Endris	JQOL
Bullitt East High School		No	6-weeks	
Bullitt Central High School	Start Immediately	Schedule	5-weeks	Start 2-3 weeks
North Bullitt High School		Provided	4-weeks	

We recommend Kapur for survey updates at all three sites. The private utility locate services are included in the site survey cost which makes their proposal the lowest of the four received.

studio kremer architects

1231 S Shelby St, Louisville, KY 40203  
TEL 502.499.1100 FAX 502.499.1101

The initial BG-1 for this project included an estimate of \$200,000 for survey updates. Should the civil engineers deem it necessary, we request the Board's approval to request additional work from the selected surveyors should the design scope change or additional site information is needed. Currently, with the proposals received, the anticipated cost of survey updates is \$39,945.00. Any additional work required for survey updates would be funded through the BG-1 and eventual Bond Sale.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,  
Studio Kremer Architects



Cate Noble Ward, AIA  
Architect | Partner

*cc:*  
*via email*      Troy Wood, BCPS Chief Operating Officer  
                     Robin P. Mills, PE – Buzick  
                     Paul Toenjes, PLA – SWT Design

Enclosures:

- (1) Kapur proposal for site survey services.
- (2) JQOL proposal for site survey services.
- (3) Endris Engineering, PSC proposal for site survey services.
- (4) Heritage Engineering, LLC proposal for site survey services

# ENDRIS ENGINEERING, P.S.C.

## Land Surveyors

771 Enterprise Drive  
Lexington, Kentucky 40510

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

January 18, 2024

Danny Clemens, Director of Facilities  
Bullitt County Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

Re: Survey of North Bullitt High School

Mr. Clemens,

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

### **Topographic Survey of North Bullitt High School - Shepherdsville, KY (approximately 29.5 acres survey area)**

**Lump Sum: \$19,500<sup>00</sup>**

**Add for private utility locating services: \$4,000<sup>00</sup>** (Initial if requested: \_\_\_\_\_)

*Survey Completion: Four (4) weeks from the written notice to proceed.*

The scope of work will include the preparation of a topographic survey of the area outlined in red on the attached map.

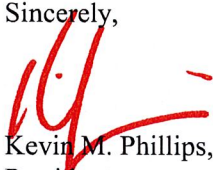
The topographic survey will meet the requirements of Studio Kremer Architects and Bullitt County Schools for this type of survey and will include 1' contours, spot elevations at 30' intervals along all hard surfaces and the location of all improvements and individual trees (only the drip line of tree clusters or wooded areas) on the property and will include the floor elevation at each exterior ground floor entry point into the building. This survey will be tied both horizontally and vertically to State Plane Coordinates and NAVD 88 elevations. No boundary survey is included in this fee proposal.

The survey will be performed on the ground with conventional survey methods - no aerial photogrammetry or remote sensing (LiDAR scanning) will be used in the measurement of locations or elevations.

The fee above does **not** include the services of a third-party utility locator except as an optional 'add' item above. Utilities will be shown on the survey by surface indications and by markings made pursuant to a BUD (811) request. If design utility plans are made available to Endris, the utilities shown on those plans will be shown on the survey as approximated by an inspection of those plans.

This proposal will be valid for 30 days. Endris Engineering's 'Standard Terms and Conditions' are attached and made a part of this Proposal.

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

# North Bullitt HS

Survey Area: 29.5 acres

## Legend



Google Earth

900 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-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.



# ENDRIS ENGINEERING, P.S.C.

## Land Surveyors

771 Enterprise Drive  
Lexington, Kentucky 40510

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

January 18, 2024

Danny Clemens, Director of Facilities  
Bullitt County Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

Re: Survey of Bullitt Central High School

Mr. Clemens,

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

### **Topographic Survey of Bullitt Central High School - Shepherdsville, KY (approximately 14.9 acres survey area)**

**Lump Sum: \$15,500<sup>00</sup>**

**Add for private utility locating services: \$5,000<sup>00</sup>** (Initial if requested: \_\_\_\_\_)

*Survey Completion: Five (5) weeks from the written notice to proceed.*

The scope of work will include the preparation of a topographic survey of the area outlined in red on the attached map.


The topographic survey will meet the requirements of Studio Kremer Architects and Bullitt County Schools for this type of survey and will include 1' contours, spot elevations at 30' intervals along all hard surfaces and the location of all improvements and individual trees (only the drip line of tree clusters or wooded areas) on the property and will include the floor elevation at each exterior ground floor entry point into the building. This survey will be tied both horizontally and vertically to State Plane Coordinates and NAVD 88 elevations. No boundary survey is included in this fee proposal.

The survey will be performed on the ground with conventional survey methods - no aerial photogrammetry or remote sensing (LiDAR scanning) will be used in the measurement of locations or elevations.

The fee above does **not** include the services of a third-party utility locator except as an optional 'add' item above. Utilities will be shown on the survey by surface indications and by markings made pursuant to a BUD (811) request. If design utility plans are made available to Endris, the utilities shown on those plans will be shown on the survey as approximated by an inspection of those plans.

This proposal will be valid for 30 days. Endris Engineering's 'Standard Terms and Conditions' are attached and made a part of this Proposal.

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

# Bullitt Central HS

Survey Area: 14.9 acres

## Legend



Softball/baseball fields

Bullitt C

Riverview Opportunity Cen

Bullitt Alternative C

Bullitt County Public Schools Transportation...

Shepherdsville Dental

Google Earth

400 ft



# Terms and Conditions

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

## Access To Site:

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## Dispute Resolution:

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## 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.

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

# ENDRIS ENGINEERING, P.S.C.

## Land Surveyors

771 Enterprise Drive  
Lexington, Kentucky 40510

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

January 18, 2024

Danny Clemens, Director of Facilities  
Bullitt County Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

Re: Survey of Bullitt East High School

Mr. Clemens,

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

### **Topographic Survey of Bullitt East High School - Mount Washington, KY (approximately 16.9 acres survey area)**

**Lump Sum: \$18,500<sup>00</sup>**

**Add for private utility locating services: \$5,000<sup>00</sup>** (Initial if requested: \_\_\_\_\_)

*Survey Completion: Six (6) weeks from the written notice to proceed.*

The scope of work will include the preparation of a topographic survey of the area outlined in red on the attached map.

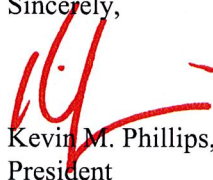
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This proposal will be valid for 30 days. Endris Engineering's 'Standard Terms and Conditions' are attached and made a part of this Proposal.

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.

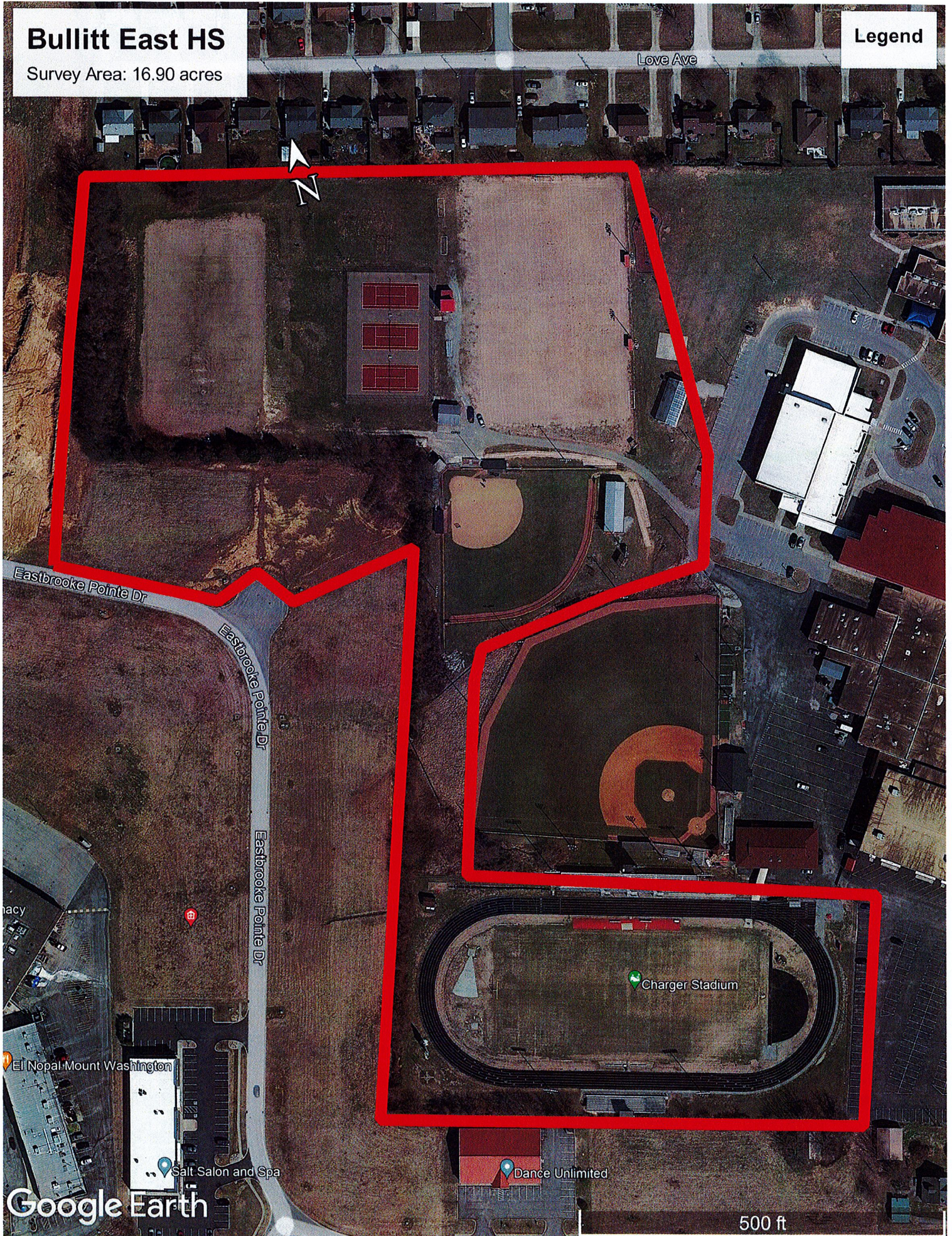
\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

# Bullitt East HS

Survey Area: 16.90 acres

Legend



# 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.

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## 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.





January 19, 2024

Cate Noble Ward, AIA  
Studio Kremer Architects  
1231 S Shelby St  
Louisville, KY 40203  
502.499.1100  
Email: cate@studiokremer.com

Heritage Engineering is pleased to submit this proposal for Bullitt County Public Schools (BCPS) for land survey updates on three sites in anticipation of the Phase 2 Athletic Improvements and Field House construction Bullitt County, KY.

Heritage Engineering proposes to perform the services outlined below as requested in an email received January 16, 2024 from Cate:

**Land Survey updates for Phase 2:**

- A. Site, Bullitt East High School & Old Mill Elementary School. Fee proposed for this survey is (\$17,000.00).
- B. Site, North Bullitt High School. Fee proposed for this survey is (\$13,000.00).
- C. Site, Bullitt Central High School. Fee proposed for this survey is (\$15,000.00).
- D. Said survey will conform to Standards of Practice for Professional Land Surveyors in the State of Kentucky, as defined under Kentucky Administrative Regulation 201 KAR 18:150.
- E. Payment for said surveying services will be half due upon notice to proceed and half at the completion of the survey. Any services beyond the scope that effect the survey will be charged at an hourly rate of 175/hr.
- F. If underground utilities are considered a part of this survey, it is the responsibility of the client to order the utility locations.
- G. We will require unrestricted access to the subject property, to conduct reconnaissance, survey, research, or any other purpose necessary to conduct the field survey.

We welcome the opportunity to work with you on this exciting project. If you have questions, please feel free to contact me at 502-562-1412. Your signature below shall indicate acceptance of this proposal.

Sincerely,

Alan Hartley, PLS

**642 SOUTH 4<sup>TH</sup> ST., SUITE 100  
LOUISVILLE, KENTUCKY 40202  
PHONE: 502-562-1412 FAX: 502-562-1413**

**603 N. SHORE DR., UNIT 204  
JEFFERSONVILLE, INDIANA 47130  
PHONE: 812-280-8201 FAX: 812-280-8281**

January 16, 2024

## JQOL Agreement

Mr. Danny Clemens, Director of Facilities  
Bullitt County Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

### Reference: Topographic Survey – Bullitt Co. Schools – East – North - Central Shepherdsville, KY

Dear Mr. Danny Clemens, Director of Facilities ,

We propose to render professional survey services in connection with the Topographic Survey – Bullitt Co. Schools – East – North - Central in Shepherdsville, KY (hereinafter called "the project"). This proposal represents a legal agreement between JQOL Inc., the designer of record and Bullitt Co Schools (Client). We will provide the Basic Services as described in Project Description below. Terms and Conditions shall be as provided in this proposal.

### Project Description (Survey)

1. Surveyor will prepare a Topographic / Utility Survey for the site including the following:
  - a. Establish horizontal control (KYTC Coordinates)
  - b. Establish vertical control (1988 Datum)
    - i. Set a minimum of 3 temporary benchmarks on each site to be used during construction
  - c. Select topographic survey (50-foot grid) and 10-foot overlap topographic survey
    - i. East Site (13.6 acres)
    - ii. North Site (30.6 acres)
    - iii. Central Site (15 acres)
    - iv. Show spot elevations to the nearest 0.01 foot on hard surfaces and 0.10 foot on soft surfaces
    - v. Provide the location, size and elevation of all improvements within the survey limits
    - vi. Plot the location of storm drainage structures, sanitary structures, roads, driveways, edges of curbs, parking areas, walks, water's edge of ponds (if available), drainage ways, fencing, etc.
    - vii. Provide the location and size of individual trees inside and outside of wooded areas larger than 24" DBH within the survey limits
  - d. Provide location, size, depth, material and direction of flow for sanitary and storm sewers serving or on the site plus one structure upstream and downstream of the survey limits
  - e. Locate aboveground evidence of utilities on site, plus marks made on the ground by local utility companies (One Call). One Call will only locate utilities within the public right-of-way or within recorded easements – does not include a private utility locate
  - f. CAD Drafting and creation of a TIN and contours (1-foot contour interval)
  - g. Boundary lines to be plotted from research within the Bullitt County Recorder's Office
2. Legal Descriptions and Exhibits (as needed) - \$700/each

January 16, 2024

### **Fee for Basic Services**

1. Based on the stipulations in this letter, the lump sum fee (LSF) for Basic Services will be:
  - a. Topographic/ Utility Survey Fee (North): \$13,100.00
  - b. Topographic/ Utility Survey Fee (East): \$10,500.00
  - c. Topographic / Utility Survey Fee (Central): \$12,900.00
  - d. Private Utility Locate (if needed) / (per day): \$2,900.00

### **Fee for Additional Services**

1. Fees for additional services will be billed to the client at an agreed upon price, or at the stated hourly rates. A letter authorizing JQOL to proceed with additional services must be received before any work will be done. Hourly rates are as follows:
 

Professional Surveyor	\$190.00	Cad Technician	\$110.00
2 Man Survey Crew	\$190.00	Project Surveyor	\$130.00
Administration	\$75.00		
2. Substantial changes to the Project Description, or major revisions after the acceptance of design development drawings, shall be subject to additional fees based on the hourly rates or as negotiated.

### **Billing**

1. The cost of survey services will be billed to the Client monthly, based on percentage complete per phase, as outlined in Fee for Basic Services.
2. In the event of the project being stopped or delayed, Client shall pay JQOL INC for all work completed up to the notice to stop work.
3. Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Client, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses and other related charges. Client waives any and all claims against Consultant for any such suspension.
4. As compensation for Consultant providing or furnishing Services and Additional Services, Client shall pay Consultant as set forth in Fee for Basic Services and Fee for Additional Services. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Consultant in writing of the specified basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

### **Items Not in Scope of Work**

JQOL assumes no responsibility, neither stated nor implied, for the adequacy of the following:

1. Architectural layout, design, programming, function, aesthetics, compatibility, dimensions, etc.
2. Mechanical, Electrical, Plumbing layout, design, function, compatibility, dimensions, etc.

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- 
3. Site and civil layout, design, function, compatibility, dimensions, grading, etc.
  4. Fire protection layout, design, function, compatibility, dimensions, etc.
  5. Landscape layout, design, function, compatibility, dimensions, etc.
  6. Services relating to Special Inspections, as outlined in IBC, are specifically omitted from this Agreement; Special Inspection Services shall be by separate contract between Construction Manager and Structural Engineer of Record.
  7. Hazardous materials.

This proposal, consisting of seven pages, represents the entire understanding between the Client and JQOL with respect to the project and can only be modified in writing signed by both firms. If it satisfactorily sets forth your understanding of our agreement, please sign this proposal and return it to JQOL.

Thank you very much for considering JQOL for this project.

Sincerely,  
**JQOL INC.**

*B. Moll*

Bryan Moll, P.S.  
Director

Accepted:

By: \_\_\_\_\_

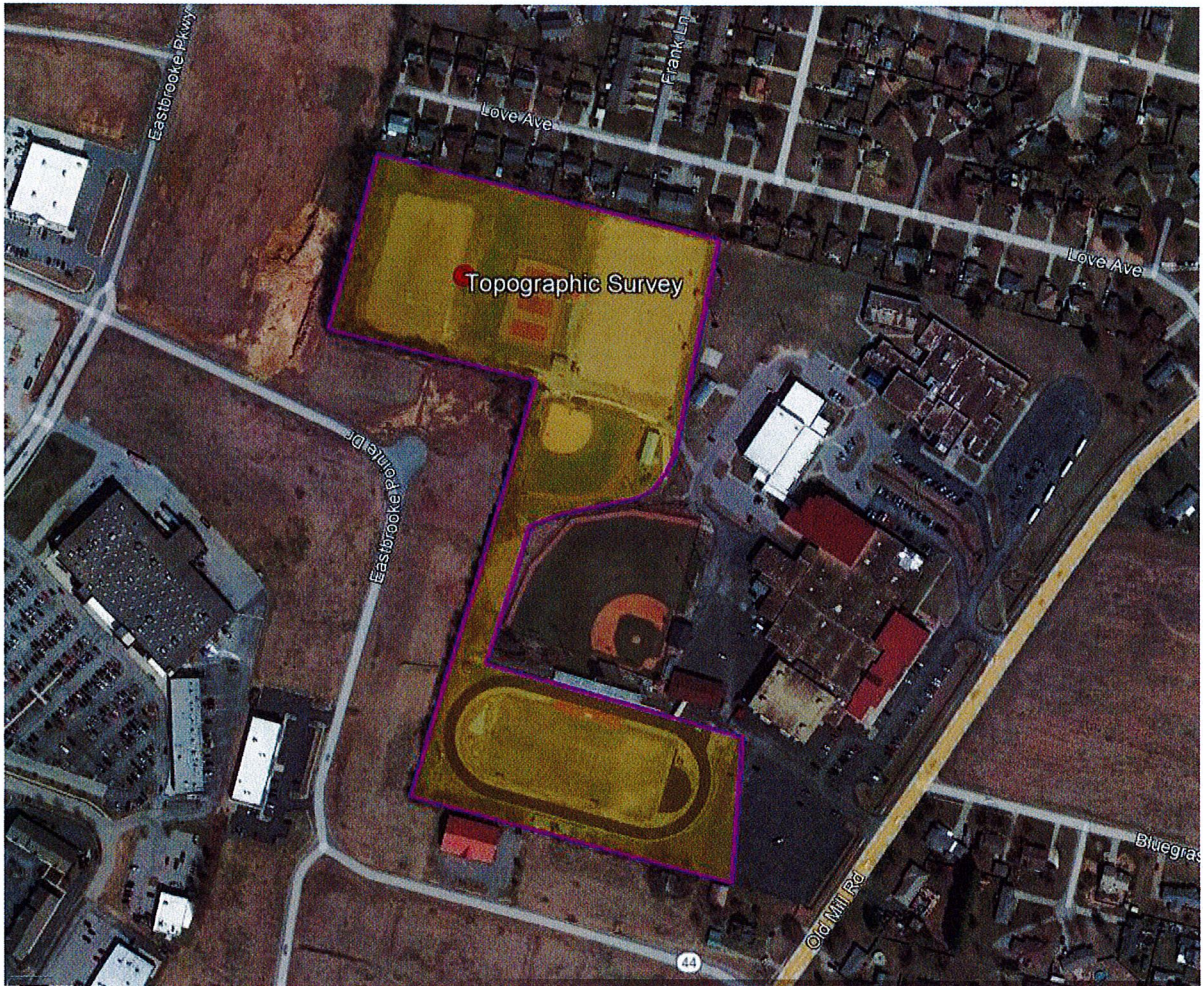
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Survey Limits**







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## Terms and Conditions

This is an agreement effective as of the date signed by Client ("Effective Date").

Termination – The obligation to continue performance under this Agreement may be terminated:

1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
2. For cause by Consultant – Upon seven days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control.
3. Consultant shall have no liability to Client on account of a termination for cause by Consultant.
4. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure in item 1 above if the party receiving such notice brings, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
5. Client may terminate for convenience effective upon Consultant's receipt of written notice from Client.
6. In the event of any termination under this section, Consultant will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and subconsultants' charges, if any.

### General Considerations

1. The standard of care for all professional engineering and/or surveying services and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to specialty contractor, manufacturers, suppliers, and the publishers of technical standards.
2. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
3. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.

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4. Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry.

However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Consultant requires greater assurance as to probable construction cost, then Consultant agrees to obtain an independent cost estimate.
5. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its subconsultants.
6. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - a. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
  - b. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;
  - c. Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
  - d. such limited license to Client shall not create any rights in third parties.
7. Client and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
8. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant, whichever is greater.
9. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of

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the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

10. Client and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
11. This Agreement is to be governed by the law of the state in which the Project is located.

January 18<sup>th</sup>, 2024

Danny Clemens  
Director of Facilities  
Bullitt County Public Schools

RE: Bullitt County Schools Topographic Survey Proposal

Kapur & Associates, Inc. is pleased to submit this proposal for professional survey services required for the Bullitt County Public Schools – Phase 2 Athletics and Field Houses project. Services include an updated site survey and Topographic Survey for Bullitt East, Central and North schools.

**BOUNDARY/TOPOGRAPHIC SURVEY**

The Boundary/Topographic Survey will include the following scope.

1. The Survey
  - a. Kapur will supply a Boundary, Site, and Topographic Survey for Bullitt East, North and Central school projects. Boundary standards for the State of KY will be met and applied to all verifications of the property boundary and with all adjoining parcels.
  - b. Permanent horizontal and vertical control will be set on site for future use. A minimum of 3 horizontal and vertical points will be set. Points shown on the site survey will be referenced to the KY North Coordinate System, NAD '83 (2011) or applicable site datum coordinate system.
  - c. Kapur will not reconcile discrepancies of ownership between neighboring properties. Kapur shall apply sound boundary law and the standards of practice in this area relative to any conflicts found between the field survey, the recorded legal description and how the neighboring properties impact our survey. Discrepancies will be noted on survey, if applicable.
  - d. Site topography will be collected for the creation of 1' contours. First floor elevations will NOT be shot at each building entrance on the subject property.
  - e. Above and below ground utilities will be located within the proposed improvements area. Below ground utilities will be field surveyed based on a private locator contractor's field marks. Manholes will be located, and depths will be measured provided that casting covers can be removed in the topographic area. Kapur will require any existing plans of the site or an on-site meeting with the owner that will aid in locating existing above and below ground utilities.
  - f. Kapur will locate and detail all visible site improvements within the proposed improvement boundary area, including but not limited to, buildings (major corners), grandstands, sidewalks, scoreboards, fences, athletic ground improvements, lighting, athletic fields, tracks and courts, parking lots, curb and gutters, drive entrances, pavement or hardscaping areas and above ground electrical and other utilities, transformers, switches, meters, valves.
  - g. Storm drainage features will be located, and depths will be measured provided that the casting covers are able to be removed. If dye testing is required to determine storm runs, it will be completed on a time and materials basis. The need for this is rare, however, there are occurrences where storm runs

are required for design and crews are not able to determine existing storm connections through visual observation.

- h. Wood lines or heavy brush lines will be shot as a tree line and not each individual tree or bush.
- 2. Kapur will contact a private utility locating contractor for utility markings. Existing plans, and local knowledge from the Owner is essential identifying existing private utilities. Private underground marking firms will require a known approximate location of private underground utilities and tone connection points to mark traceable utilities. Underground marking firms are not responsible for unknown and “un-locatable” non-metallic utilities. The fee for private underground marking will be billed at cost plus 10% in addition to the lump sum fee.
- 3. Mapping will be prepared with Civil 3D Release 2023. Layering conventions will be per Kapur layering standards. Kapur will supply a detailed spreadsheet of our layer naming conventions for the client to reference as a description of the layer content.
- 4. Kapur will collect ground elevations over the balance of the proposed survey area. Upon completion of data collection, a 1-foot interval contour map will be created with spot elevations.
- 5. A surface Digital Terrain Model (DTM) will be provided electronically to the client upon request.
- 6. Kapur has the resources to start the work immediately.
- 7. A Title Policy will be required for each parcel (This is to be provided by the owner) if not Kapur can order titles as needed at a cost to be determined later. The fees for the title policy (if ordered by Kapur) will be billed at cost plus 10% in addition to the lump sum fee.
- 8. Snow cover greater than ½” may delay field work until melt off. If client requires survey completed when snow conditions hamper normal survey operations, a request for additional services may be required.
- 9. All deliverables will be provided electronically as well as a wet sealed paper copy to the Client.

**FEES**

Our fees for the above scope of services would be as follows. General expenses such as mileage, printing, and copying are included in our lump sum fees.

▪ Boundary/Topographic Survey	Bullitt East	\$13,528.00
▪ Boundary/Topographic Survey	Bullitt North	\$12,628.00
▪ Boundary/Topographic Survey	Bullitt Central	\$13,789.00
▪		
▪ Total		\$39,945.00

**ADDITIONAL COMPENSATION**

The rates for additional services are as follows:

Project Manager:	\$240/hour	Registered Land Surveyor:	\$200/hour
2-man Survey Crew:	\$230/hour	Cad/Modeling Technician:	\$133/hour
1-man Survey Crew w/ robotic inst.:	\$130/hour	Mileage at \$0.67 per mile	

Kapur & Associates, Inc. will obtain written approval from the Client prior to commencing work under this section.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Should you have any questions, or require further information, please call me at (502) 263-9343 or email: mkrouse@kapurinc.com. Receipt of a signed copy of this document will constitute an executed agreement.

For Kapur & Associates, Inc.

For Bullitt County Schools

By: \_\_\_\_\_  
Matthew Krouse  
Associate

By: \_\_\_\_\_  
Danny Clemens  
Director of Facilities

Date: \_\_\_\_\_

Date: \_\_\_\_\_