



EASTERN KENTUCKY UNIVERSITY

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Office of Finance & Administration
Division of Capital Construction
& Project Administration

Commonwealth 1410
521 Lancaster Avenue
Richmond, KY 40475-3102
(859) 622-8797

AGREEMENT FOR PROFESSIONAL LAND SURVEYOR

THIS AGREEMENT made and entered into this 1st day of July, 2017 by and between Eastern Kentucky University, as represented by the Division of Capital Construction and Project Administration (CPPA), hereinafter referred to as the "Owner" or as the "University" and _____, hereinafter referred to as the "Surveyor".

WITNESSETH THAT WHEREAS the Owner desires to avail itself of the services of a Land Surveyor registered and licensed as such by the Kentucky State Board of Registration for Professional Engineers and Land Surveyors pursuant to KRS Chapter 322, for boundary surveys of land to be acquired or disposed of by the University, or to establish the lawful property lines and corners of property belonging to Eastern Kentucky University, and for planimetric and topographical site surveys for proposed building sites, and for plan and profile surveys and cross sections for proposed access road and utility construction, as may be contemplated by the Owner, and

WHEREAS, the Surveyor is licensed as an land surveyor pursuant to KRS Chapter 322, or is a firm employing such a licensed land surveyor who will be in responsible charge of all survey work accomplished under this agreement (in which case the firm is referred to hereinafter as an individual), and is qualified to perform the required services.

NOW, THEREFORE, the Owner and the Surveyor, for the consideration hereinafter named, agree as follows:

ARTICLE I – THE SURVEYOR'S SERVICES:

The services of the Surveyor may consist of any or all the following:

1. Courthouse research to supplement title reports furnished by the Owner, when necessary for determining the proper location of property lines.
2. Establishing, surveying, monumenting, calculating and adjusting for errors of closure, and platting boundary lines and preparing legal descriptions therefore.
3. Field inspection of proposed construction sites.
4. Establishing base lines and bench marks as directed by the Owner, relating them by survey to property corners, establishing reference points for base lines and recording data so that they may be re-established if lost or destroyed.
5. Running a level survey to bench marks on the site from the most appropriate U.S.C. & G.S. bench mark, or U.S.G.S. bench mark.
6. Commencing with the above referenced base lines, running traverses and/or laying out grid lines or cross section lines for further planimetric, topographic or plan and profile surveys.
7. Commencing with the above referenced bench marks, running levels and further topographic or pan and profile surveys.
8. Planimetric, topographic, or plan and profile surveys.

9. Administrative services including attendance at meetings, planning and organizing the work, corresponding and otherwise reporting.

ARTICLE II – FEES AND OTHER PAYMENTS:

- A. For services rendered by the Surveyor pursuant to this Agreement, the University will make payments to the Surveyor on the basis of hourly rates plus reimbursements, in accordance with the following schedule of rates:

1. Payment for Personal Services:

Principal of Firm/Professional Land Surveyor	\$125.00per hr
Project Manager Surveyor (other than Principal)	\$100.00 per hr
Surveyor (Or Land Surveyor-in-Training)	\$75.00 per hr
Party Chief (as operator of robotic total station or GPS)	\$75.00 per hr
CAD Technician/Draftsperson	\$60.00 per hr
Party Chief (as operator of conventional total station)	\$40.00 per hr
Word Processing/Clerical	\$40.00 per hr
Survey Technician (as rodman for conventional total station)	\$33.00 per hr
Engineering Technician	\$50.00 per hr

2. Reimbursements:

	Actual Cost (back up receipts required)
Printing	
Testing	
Other Expenses as Determined/approved by Department A/E (work not approved if under another master agreement)	

- B. CONDITIONS:

1. There shall be no additional charge for overhead or profit nor for overtime.
2. The Surveyor is expected to use personnel appropriate for the job. If personnel with higher qualifications than required are used, the rate of pay shall be that appropriate for the job rather than the rates the personnel might be entitled to for work requiring their additional qualifications. A few examples are given below to establish the intent of this condition.
 - (a) If a survey party consists of a Party Chief who is a Registered Land Surveyor, plus various subordinate personnel, the Party Chief's time shall be billed at the rate for a Registered Land Surveyor; however, if there is another person in the party such as the Instrument Man, who is also a Registered Land Surveyor, his time shall be billed as a Instrument Man.
 - (b) If a principal of a firm elects to be a member of a survey Party, their time in the field shall be billed at no more than that for a Registered Land Surveyor other than a Principal; however, for their office time in giving direction and in conferring with the Owner shall be billed at the rate of Principal.
 - (c) If two people qualified as Party Chiefs are used in one survey party, only one shall have their time billed at a rate higher than that for Instrument Man.
3. Relative to portal to portal pay travel expenses, the following conditions shall prevail:

- (a) Payment may be requested for actual time spent on behalf of the University at the contract per diem hourly rates.
- (b) Mileage expenses shall not be claimed.

ARTICLE III – RECORDS AND PAYMENTS:

- A. The Surveyor shall keep an accurate record of time and expense on each project, and such records shall be accessible to the University for examination upon request.
- B. Within thirty (30) days after completion of a project, the Surveyor shall render an itemized invoice on the standard invoice and receiving report form of the University. After same has been audited and approved, it will be processed for payment in routine manner and form, as prescribed for payment of obligations.

ARTICLE IV – TENURE OF CONTRACT AND TERMINATION RIGHTS:

- A. Contract shall begin upon award of contract and end June 30 of each year with annual renewals thereafter subject to cancellation by the University.
- B. No adjustment in the contract unit fees will be permitted.
- C. Pursuant to 200 KAR 5:312, the Owner may terminate this Agreement when, in the opinion of the Owner, the A/E is in breach of any of the terms and conditions of this Agreement.

The Owner shall also have the right to terminate this Agreement for its own convenience as authorized under KAR 5:312.

ARTICLE V – AGREEMENTS AND UNDERSTANDINGS:

- A. It shall be understood and agreed that any contract or agreement will not be effective and binding against the Owner until the unit Price Contract has been approved and issued by Eastern Kentucky University and one (1) copy of the Agreement filed with the Legislative Research Commission, with each such copy being accompanied by documentation of the need for such service.
- B. The Surveyor hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- C. The Surveyor acknowledges and understands that no payment may be made under this agreement before completion of the procedure provided for by KRS 45A.695 unless and until alternate actions occur as set out in KRS 45A.695(7).
- D. It shall not be construed that any legal or financial responsibility is constituted on behalf of the Owner by the contract unless the Owner directs the Surveyor, in writing, to perform services as hereinbefore outlined in this agreement.
- E. The Surveyor agrees to commence services, when directed by the Owner upon a prompt and reasonable date and complete same at the earliest possible time.
- F. All reports plat and surveys, as instruments of services shall be the property of the Owner.
- G. It is agreed by and between the parties hereto that the Surveyor will observe the rules of Eastern Kentucky University and will not solicit or employ University employees in conjunction with his work under this contract without the approval of the Owner and the head of the department in which the employee is employed. The Owner and the Surveyor hereby agree to the performance of the covenants contained herein.

- H. **MINIMUM INSURANCE REQUIREMENTS:** The Surveyor shall maintain the following or equivalent insurance policies at no less than the limits shown below and cause its sub consultants to maintain similar insurance with limits acceptable to the University:

COVERAGE	LIMITS
Professional Liability	\$1 million per claim, \$2 million aggregate
General Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's liability	\$ 500,000.00

The policies above shall contain the following conditions:

1. The University shall be named as an additional insured in the Surveyor's general liability policy.
2. The Surveyor's general liability shall be primary to any insurance or self-insurance retained by the Commonwealth of Kentucky.
3. The University shall be provided at least thirty (30) days notice in the event any of the required policies are canceled or non-renewed.
4. Professional Liability (Errors and Omission) policies shall be maintained for a minimum of three (3) years beyond the completion date of the project, to the extent commercially available. If not commercially available, the Surveyor shall notify the Owner and obtain similar insurance that is commercially available and acceptable to the University.
5. A copy of the certificate of insurance shall be provided by the Surveyor to the Owner upon execution of this Contract.

Said coverage shall be written by insurers acceptable to the Owner and shall be in a form acceptable to the Owner. Additional insurance coverage and amounts required, if any, are stated below:

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- I. By signature, the Surveyor certifies a legal entitlement to enter into the subject contract with Eastern Kentucky University, and by holding and performing this contract will not be violating either any conflict of interest statute KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.001 through KRS 11A.990 of the Executive Branch Code of Ethics, relating to the employment of former public servants.
 - J. **Indemnity:** The Surveyor shall indemnify and hold harmless the Owner from and against all liability, claims, loss, costs and expense, including defense costs, arising out of, or resulting from, the negligent acts, errors, or omissions of the Surveyor and its sub consultants under this Contract. In the event the Owner is alleged to be liable on account of negligent acts or omissions, or both, of the Surveyor, the Surveyor shall defend such allegations and the Surveyor shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses.
 - K. **CHOICE OF LAW:** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

200 KAR 5:314. Disclosure of contractor's financial records and information to certain governmental entities.

RELATES TO: KRS Chapter 45A

STATUTORY AUTHORITY: KRS 45A.035(2)(h)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 45A.035(2)(h) authorizes the Secretary of the Finance and Administration Cabinet to promulgate this administrative regulation to govern confidentiality of technical data and trade secrets information submitted by actual or prospective bidders or offerors. This administrative regulation

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

VENDOR STATEMENT OF NON-CONFLICT OF INTEREST

PROJECT: _____

Purchase Order No: _____

I HEREBY CERTIFY, IN RELATION TO THE ABOVE LISTED PROJECT:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation). "Bidder" shall be used interchangeably with "person providing quote" based on whether a bid or phone quote, respectively, is being solicited.
2. That the bidder, or person providing an oral quote, is legally entitled to enter into the contract with the Commonwealth of Kentucky and its agency, Eastern Kentucky University, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.455 or KRS 164.390.
3. That the bidder acknowledges a certificate of insurance is on file with ECU Facilities Services office and that it is current and will remain current for the extent of this project.
4. Eastern Kentucky University is a tobacco-free campus. In an effort to create a healthy and beautiful campus environment for ECU faculty, staff, students, and visitors, ECU has implemented a tobacco-free policy as of June 1, 2014. The use of all tobacco is prohibited on all property that is owned, leased, occupied, or controlled by the University. The policy includes all forms of tobacco, including, but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, bidis, clove cigarettes and smokeless tobacco products (snuff, chewing tobacco, and dipping tobacco).

For more on this information, please visit www.tobaccofree.eku.edu.

SIGNED BY: _____ TITLE: _____

FIRM: _____ TELEPHONE NO: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____ ZIP: _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____