

EI Proposal No. 9573
October 3, 2019

Christopher Matthew Cavanaugh
Anchorage, AK

SUBJECT: Proposal – Land Surveying Services
Plot Plan
Tract 3, Potter Creek Subdivision

Dear Mr. Cavanaugh:

Enterprise Engineering, Inc. (EEI) is pleased to submit this proposal to provide Land Surveying services to create a Plot Plan for your property located along Steamboat Dr., Anchorage, AK legally described as Tract 3, Potter Creek Subdivision, Plat 71-202. The scope of this project is based on email conversations on September 26, 2019. This proposal presents our understanding of the required scope of services and our fees for providing these services. Please inform us if your understanding is other than described herein.

SCOPE OF SERVICES

Certified Plot Plan

EEI will create a plot plan, which is required by the Municipality of Anchorage (MOA) for a Land Use permit. The plot plan will be prepared and certified by a registered land surveyor and will show the proposed building location in relation to property lines; and easements, building setbacks and other items required by the MOA. The building dimensions and location will be based on the sketch with lat/long you provided. Building finish floor elevation will be indicated, based on information you provide. We will use 5' contour data, rights-of-way, streams and drainage information provided by the MOA to depict features and general topography of the subject parcel. EEI surveyors will use the data collected in July 2017 to verify the accuracy of the MOA's contour data and depict the subjects parcel boundary per record plat.

DELIVERABLE

We will furnish the Plot Plan to you as required for your review, and the Land Use Permit. Document will be generally in electronic format (PDF), that can be printed as needed. Wet stamp/signed copies will be provided for you to submit.

EXCLUSIONS/ASSUMPTIONS

As further clarification of our scope of services, we have listed exclusions and assumptions below:

1. The owner will pay all MOA fees.
2. No fieldwork is to be performed.
3. A driveway design is not included. A driveway will be shown schematically on the plan, based on general layout information you provide.
4. No construction staking or layout services are included.
5. No revisions.
6. Owner will submit Plot Plan to MOA.

COMPENSATION

In accordance with your request, we propose to provide basic included services as described within this Letter of Understanding on a lump sum (fixed fee) basis.

<u>Survey Service (Lump Sum)</u>	<u>Fee</u>
Plot Plan	1,600
TOTAL SURVEY FEE (LUMP SUM):	\$ 1,600

We will bill on a monthly basis, based on percentage complete of the lump sum phase. Payment is expected within 60 days.

SCHEDULE

We will make every effort to meet your schedule. We will complete the Plot Plan for your review within 20 business days after receipt of NTP.

GENERAL CONDITIONS

A copy of our standard CONTRACT GENERAL CONDITIONS is attached. These general conditions become incorporated into this contract upon receipt of your signed authorization to proceed with the services stated in this proposal.

AUTHORIZATION

Please sign and return one copy of this document to Enterprise Engineering, Inc. so that we may begin work on this project. Please call if you have any questions. The opportunity to provide surveying services is appreciated.

Sincerely,

ENTERPRISE ENGINEERING, INC.



Taylor Moore, P.L.S.
Land Survey Manager

Attachments: Contract General Conditions

ACCEPTED BY: _____

DATE: _____

FOR: _____

ENTERPRISE ENGINEERING, INC.
ATTACHMENT A - CONTRACT GENERAL CONDITIONS

Enterprise Engineering, Inc. is hereby defined as the CONSULTING ENGINEER. These Contract General Conditions apply to and are part of the Letter of Understanding for Scope of Services.

PAYMENT

Invoices will be submitted monthly and are due and payable within 30 days of invoice date. Balances unpaid within 30 days from date of invoice will be subject to a monthly service charge of 1% (12% per annum).

INSURANCE AND INDEMNITY

The CONSULTING ENGINEER shall maintain statutory workers compensation insurance coverage, employers liability, comprehensive general liability insurance coverage, and professional liability insurance coverage.

The CONSULTING ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTING ENGINEER's negligent performance of professional services under this agreement and that its subconsultants or anyone for whom the CONSULTING ENGINEER is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTING ENGINEER, its officers, directors and employees (collectively, CONSULTING ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the CONSULTING ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

In the event that any portion of the indemnification undertaken by the CLIENT is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining indemnification provisions and the CLIENT's waiver of claims shall be considered severable and shall remain in full force and effect.

The CLIENT will require that any Contractor or Subcontractors performing work in connection with the Drawings and Specifications produced under this Agreement hold harmless, indemnify, and defend the CLIENT and the CONSULTING ENGINEER, their consultants, and each of their officers, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractors (or Subcontractors) negligence in the performance of the work described in the Construction Contract Documents, but not including liability due to the sole negligence of the CLIENT, the CONSULTING ENGINEER, their consultants, or their officers, and employees.

WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

FIDUCIARY RESPONSIBILITY

CLIENT confirms that neither CONSULTING ENGINEER nor any of CONSULTING ENGINEER'S subconsultants or subcontractors has offered any fiduciary service to CLIENT and no fiduciary responsibility shall be owed to CLIENT by CONSULTING ENGINEER or any of CONSULTING ENGINEER'S subconsultants or subcontractors, as a consequence of CONSULTING ENGINEER'S entering into this agreement with CLIENT.

ARBITRATION

The CLIENT agrees that mandatory arbitration clauses will not be included in any contract between the CLIENT and CONSULTING ENGINEER.

In an effort to resolve any conflicts that arise during or following the completion of the project, the CLIENT and the CONSULTING ENGINEER agree that all disputes between them, arising out of or relating to this Agreement, shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The CLIENT and the CONSULTING ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

CLIENT'S RESPONSIBILITIES

It shall be the responsibility of the CLIENT to accomplish the following at no additional cost to the CONSULTING ENGINEER:

1. Designate a person authorized to act as the CLIENT'S representative. The CLIENT'S representative shall receive and examine documents submitted by the CONSULTING ENGINEER, interpret and define the CLIENT'S policies, and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the services.
2. Provide all criteria and standards and full information as to the CLIENT'S requirements for the project.
3. Furnish right-of-entry, provide access, and make all other necessary provisions for the CONSULTING ENGINEER to enter upon public and private lands as required to complete the project.
4. Compensate the CONSULTING ENGINEER for all services described herein and for those authorized as additional reimbursable services.

STANDARD OF CARE

Service performed by the CONSULTING ENGINEER under this Agreement will be conducted in a manner consistent with that level of care and skill that is ordinarily exercised by members of the profession currently practicing under similar conditions. No other representations to CLIENT, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, document, or other communications.

LIMITATION OF LIABILITY

The CLIENT agrees to limit the CONSULTING ENGINEER'S liability to the CLIENT and to all construction Contractors and their Subcontractors on the project, due to the CONSULTING ENGINEER'S negligent acts, errors, or omissions, such that the total aggregate liability of the CONSULTING ENGINEER to those named above shall not exceed \$250,000 or the CONSULTING ENGINEER'S total fee for services rendered on this project, whichever is greater.

DOCUMENTS

All documents, designs, drawings, specifications, reports, and other work product of the CONSULTING ENGINEER for this project are instruments of service for this project only. Reuse of any of the instruments of service of the CONSULTING ENGINEER by the OWNER or CLIENT on extensions of this project or on any other project without the written permission of the CONSULTING ENGINEER shall be at the OWNER'S or CLIENT'S risk and the OWNER or CLIENT agrees to defend, indemnify, and hold harmless the CONSULTING ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the CONSULTING ENGINEER'S instruments of service by the OWNER, CLIENT, or others acting through the OWNER or CLIENT.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven (7) days written notice. Upon termination, the CONSULTING ENGINEER shall be compensated for all services performed to the date of receipt of notice of termination, plus all reimbursable expenses then due, plus all reasonable additional expenses which may be incurred in the closing out of project records and project activities.

Upon termination, the CONSULTING ENGINEER shall deliver to the CLIENT one (1) copy of all otherwise deliverable studies, sketches, calculations, drawings, estimates, reports, records, schedules, and other such information and data accumulated in the performance of services under this Agreement, whether completed or not, provided, however, that: 1) the CLIENT shall hold harmless, indemnify and defend the CONSULTING ENGINEER against all losses, claims, and damages arising out of any use of such information and data for the completion of this project, extensions to this project, or for any other project; 2) it is understood and agreed that the CONSULTING ENGINEER'S title block and seal shall be removed from all documents on which they might otherwise appear (whether previously delivered to the CLIENT or not); and 3) payment in full to the CONSULTING ENGINEER for all services rendered, reimbursable expenses incurred, and termination fees due is rendered at the time of delivery of such information and data.