



Date:					
S&ME, Inc. (hereafter Consultant)			Client Name: (hereafter Client)		
Address:			Address:		
City:			City:		
State:		Zip:	State:		Zip:
Telephone:		Fax:	Telephone:		Fax:
Attention:			Attention:		
Project Name:			Project Number:		
Project location: (Street Address)					
City:		State:	Zip:		
Consultant agrees to provide the services, on this one occasion, set forth below in accordance with consultant's normal operating procedures, reporting formats and attached terms and conditions. Unless noted in report, S&ME has not received specifications for this project.					
<input type="checkbox"/> Density Testing for Soil (Including Proctor)			<input type="checkbox"/> Spread Footing Evaluations		
<input type="checkbox"/> Density Testing for Aggregate Base Course (Including Proctor, if not available)			<input type="checkbox"/> Concrete Testing (Including Compressive Strength Testing of Cylinders)		
<input type="checkbox"/> Structural Steel Services					
The cost of services set forth above is estimated to be:			<input type="checkbox"/> Lump Sum of: _____ <input type="checkbox"/> Per Attached Fee Schedule		

1. **PAYMENT:** Consultant will submit an invoice to Client for its Services. Payment is due upon receipt of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered.
2. **LIMITATION OF LIABILITY: CONSULTANT'S AGGREGATE LIABILITY RESPONSIBILITY TO CLIENT, INCLUDING THAT OF OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, IS LIMITED TO \$100,000, HEREINAFTER REFERRED TO AS LIMITATION OF LIABILITY. THIS LIMITATION OF LIABILITY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, CONTRACT, OR OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, CONSULTANT'S INDEMNITY OBLIGATIONS TO CLIENT RELATED TO THE SERVICES PROVIDED IN THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF OUR SERVICES.**
BY ENTERING INTO THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY PROVISION HAS BEEN REVIEWED, UNDERSTOOD AND IS A MATERIAL PART OF THIS AGREEMENT, AND THAT CLIENT HAS HAD AN OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THIS PROVISION.
3. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
4. **REPORTS:** All documents, including field data, field notes, laboratory test data, calculations and analyses prepared by Consultant as instruments of service shall remain the property of Consultant.

5. **SAFETY:** Consultant will maintain a safety program for its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
6. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge.
7. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and from the use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage. Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area. To the fullest extent permitted by law, Client shall indemnify Consultant from all claims, suits, losses, personal injuries, death and property liability, including costs and attorneys' fees, arising from Client's breach of any of the obligations set forth in this paragraph.
8. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
9. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services , Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

PREPARED BY: _____ DATE: _____

CLIENT'S SIGNATURE BELOW IS CLIENT'S ACCEPTANCE OF THIS AGREEMENT FOR SERVICES AND AUTHORIZATION TO CONSULTANT TO PROCEED IMMEDIATELY WITH THE AGREEMENT FOR SERVICES.

Agreed to and executed by Client's and Consultant's authorized representatives. Project No. _____

CLIENT: _____

S&ME, Inc.

BY: _____

(Signature)

BY: _____

(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

Client's FAXED or DIGITAL signature to be treated as original signature

Fee Schedule

Gallatin County Alternative School

S&ME

422 Codell Drive

Lexington, Kentucky 40509

S&ME Proposal No.: KY6166

Engineering Services

Project Engineer, per hour \$175.00

Miscellaneous

Mileage (Portal-to-Portal), per mile \$ 1.00

Remarks

- Services and fees not listed will be quoted on request.
- All personnel hourly rates are based on portal-to-portal time.