

• 125 Trade Street, Suite D, Lexington, Kentucky 40511-2616 / 859-226-0761 / Fax 859-226-0763 Lexington, Kentucky

Erlanger, Kentucky Lexington, Kentucky Cincinnati, Ohio Dayton, Ohio

© 2015 Thelen Associates, Inc. April 20, 2015

Marion County Board of Education c/o Ross Tarrant Architects, Inc. 101 Old Lafayette
Lexington, Kentucky 40502

Attention: Mr. Michael Mays, E.I.T.

Re:

Proposal Agreement L150300 Construction Review Services Lebanon Middle School Roof

Replacement Lebanon, Kentucky

Ladies and Gentlemen:

We are pleased to submit to you this Proposal-Agreement for the Special Inspection and Testing Services for the referenced project. We shall provide personnel to perform these services as outlined in Chapter 17 of the Kentucky Building Code, the Structural Quality Assurance Plan on the project Structural Drawings, and the provisions outlined in the RFP dated April 8, 2015.

We have reviewed the Project Drawings and Specifications prepared by Ross Tarrant Architects dated March 2015. We understand that the work is scheduled to take place between June and August 2015. We have prepared this not to exceed total Proposal-Agreement based upon the provided project information and our experience on similar projects of this size. This Proposal-Agreement also includes our unit rates to be used should any approved services be necessary that are not covered in the scope of services used to generate this estimate.

Our Special Inspection and Testing Services will include the following:

- Special Inspection of Structural Steel. We will review the installation of the Structural Steel framing and the bolted and welded connections will be reviewed for conformance with the project drawings.
- 2. Provide a Professional Engineer registered in the Commonwealth of Kentucky, to serve as the Project Manager. The Project Manager will attend the Pre-Construction meeting and monthly progress meetings, address any testing or inspection issues that may arise during the course of construction, distribute special inspection reports on a weekly basis, and provide a summary report of the construction review services at the completion of the project.

Our field personnel will observe the work and perform the appropriate field tests. Our services do not include supervision, direction or superintending of the actual work of the Contractor, his employees and agents, nor their safety or safe performance of the work, and the Contractor should be so advised.

Our firm can provide personnel for the project upon the request of any of your representatives. We require twenty-four (24) hours notice prior to providing field personnel to enable us to schedule the work efficiently. These services can be scheduled through your designated personnel.

The not to exceed amount and unit rate fees for the services discussed herein are outlined on the accompanying Proposal-Agreement form. If this Proposal-Agreement meets with your approval, please sign the Proposal-Agreement form, and return a signed copy to serve as our authorization to proceed. If you issue a Purchase Order, please reference this Proposal-Agreement. If you provide verbal or other form of authorization to proceed, it is understood that you are in agreement with all the terms of this Proposal-Agreement, including the enclosed General Conditions and our services will be provided upon that understanding.

Enclosed you will find the résumés for the proposed project team. Mr. Joe Moore will serve as the primary technician for the project with Mr. Mark Powley and Mr. Matthew Barker serving as the alternate technicians.

We thank you for this opportunity to provide a proposal for the Special Inspection and Testing Services and we look forward to being of service to you for the referenced project. If you have any questions concerning the enclosed information, or if we may be of any other service to you, please do not hesitate to contact us.

Respectfully submitted, THELEN ASSOCIATES, INC.

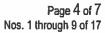
Matthew KB I

Matthew K. Barker, C.E.T. Assistant Testing Manager

MKB:tmk

Enclosures: Staff Resumes

Insurance Specimen





GENERAL CONDITIONS

To assure a clear understanding of all matters related to our mutual responsibilities, the following conditions for the technical services by Thelen Associates, Inc., hereinafter called Thelen, are made a part of this proposal-agreement.

- Without the Client's authorization, the fee schedule rates shall be held fixed until sixty (60) calendar days after the date of this proposalagreement.
- 2) The Client will be invoiced for services rendered, payable upon receipt, unless otherwise agreed. The Client shall pay an additional charge of one-and-one-half percent (1.5%) of the invoiced amount per month for any payment not received by Thelen within thirty (30) calendar days of date of invoice. The Client shall pay any attorney's fees or other costs incurred by Thelen to collect any delinquent amount.
- The Client shall place at the disposal of Thelen all available information pertinent to the project site including boundary, topographic, and utility surveys, probing and subsurface exploration reports, field and laboratory tests, schematic layouts, sketches, cross sections, site plans, the known or possible presence of hazardous materials, and any other information pertinent to the existing and proposed conditions upon which Thelen can rely as background data in completing the technical and/or professional services under this proposal-agreement. The Client agrees to waive any claim against Thelen, and to defend and hold Thelen harmless from any claim or liability for injury or loss allegedly arising from Thelen damaging underground utilities or other man-made objects that were not properly located on plans furnished to Thelen. Client further agrees to compensate Thelen for any time spent or expenses incurred by Thelen in defense of any such claims, in accordance with Thelen's prevailing fee schedule and expense reimbursement policy.
- 4) The Client shall guarantee ingress and egress upon public and private lands and shall obtain approval of all governmental authorities as required for Thelen or its agents to perform its work under this proposalagreement.
- 5) The Client understands that Thelen's services under this proposal-agreement are limited to geotechnical services and do not include any environmental investigation or assessment, and that Thelen has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials, including notifying any governmental body or the potentially affected public. The existence or discovery of hazardous materials constitutes a changed condition under this proposal-agreement.
- 6) In subsurface explorations and materials testing, the actual conditions or characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations and

- explorations have been made or testing performed. Because of these uncertainties, changed or unanticipated conditions may occur that could affect the Client's estimated or actual costs, for which Thelen is not responsible. If Thelen discovers such conditions or circumstances that it had not anticipated, Thelen will notify the Client in writing of any such changed conditions. The Client and Thelen agree that they will then renegotiate in good faith the terms and conditions of this proposal-agreement. If Thelen and the Client cannot agree upon amended terms and conditions within thirty (30) calendar days after notice, Thelen may terminate this proposal-agreement and be compensated for its work in progress.
- 7) The Client recognizes that he is solely responsible for the selection of the general contractor, subcontractors, sub-subcontractors, materialmen and others (herein collectively the Contractor), and that Thelen is not responsible for the construction means, methods, techniques, sequences or procedures incidental to the Contractor's work, nor for the Contractor's obligations for project site safety matters, safety programs and measures, including but not limited to Occupational Safety and Health Act (OSHA) regulations, nor is Thelen liable for defects or deficiencies in the Contractor's work. Thelen will be available for consultation if Client believes the Contractor's work is deficient in any manner.
- 8) The Client shall give prompt written notice to Thelen whenever the Client observes or otherwise becomes aware of any defect in the project. The Client and Client's personnel, Contractors and Subcontractors shall promptly report to Thelen any defects or suspected defects in Thelen's work in order that Thelen may take prompt, effective measures which in Thelen's opinion will minimize the consequences of a defect in service.
- 9) If retained as the Client's representative for construction review services, Thelen will provide technical and/or professional personnel who will make observations and run field tests as the Geotechnical Engineer deems necessary, and thereby provide an opinion as to whether the Contractor's work is proceeding in accordance with the project specifications. On the basis of Thelen's on-site observations and tests, Thelen will assist the Client in assessing the progress of the Contractor's work. Thelen cannot guarantee against defects and deficiencies in the work of the Contractor occurring in Thelen's absence from the site.
- All documents, including reports, logs, drawings, field notes, laboratory test data, calculations, estimates and other documents prepared by





GENERAL CONDITIONS (Continued)

Thelen as instruments of service shall remain the property of Thelen. The Client agrees that the Client and his agents will use these documents solely in connection with the project, and not for the purpose of making subsequent extensions or enlargements thereto, and he will not sell, publish or display them publicly. Re-use for extensions of the project, or for new projects, shall require written permission of Thelen and shall entitle Thelen to further compensation at a rate to be agreed upon by the Client and Thelen. Thelen retains the rights of ownership of any patentable or copyrightable concepts arising from Thelen's services.

- 11) Thelen makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, drawings or professional advice, except that the same will be promulgated after being prepared in accordance with the generally accepted professional engineering principles and practices in the field of civil engineering at this time, including but not limited to geotechnical engineering and materials testing. Thelen's services will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Thelen will perform its professional services in a manner consistent with sound engineering practices.
- 12) All legal action by either party against the other for breach of this proposal-agreement or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that is essentially based upon such breach or such failure, shall be barred by the applicable statute of limitations. Such action shall be deemed to have accrued in any and all events not later than the date of Thelen's last services provided under this proposal-agreement, and as to any alleged acts or failures to act occurring after the date of Thelen's last services, not later than the date of Thelen's final invoice for services.
- 13) Thelen shall secure and maintain such insurance as will protect it from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of its work under this proposal-agreement.
- 14) Neither the Client nor Thelen will be liable to the other for any special or consequential damages of the other party, and/or its customers, including but not limited to losses, damages or claims related to the unavailability of property or facilities, construction delays, penalties, shutdowns, service interruptions, cost of capital, or loss of use, profits or revenue.

- 15) The Client and Thelen mutually agree that Thelen's total cumulative liability to the Client arising from services under this proposal-agreement will not exceed the gross compensation received by Thelen under this proposal-agreement or \$50,000, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Thelen's services, whether alleged to arise in tort, contract, warranty, strict liability, statutory liability, or other legal theory. Upon the Client's written request, Thelen and the Client may agree to increase the limitation of Thelen's liability to a greater amount in exchange for a negotiated increase in Thelen's fee.
- 16) The Client shall hold harmless, indemnify and defend Thelen, its officers, employees and agents, from any and all liability claims, losses or damage, including reasonable legal fees, arising or alleged to arise from the performance of the services described in the proposal-agreement, unless said claims, losses or damage are caused by the negligence of Thelen, its officers, employees and agents. This proposal-agreement shall not create any rights or benefits to parties other than the Client and Thelen, except such other rights as may be specifically called for herein.
- 17) All claims, disputes or controversies arising out of, or in relation to, the interpretation, application or enforcement of this agreement, other than claims for payment of Thelen's services in Paragraph 2 above, shall be decided through Mediation. Mediation shall be conducted as follows:
 - a) in the event of any claims, disputes or other matters in question between the parties to this proposal-agreement, the parties agree first to try in good faith to settle the dispute by mediation to be conducted, if reasonably possible, by the Center for Resolution of Disputes in Cincinnati, Ohio; and
 - the Client and Thelen agree to use best efforts to reach a mediated settlement and agree to voluntarily exchange requested information and documents and provide witness interviews as requested.

The parties further agree that the Client will require, as a condition for participation in the project and their agreement to perform labor or services, that all Contractors, Subcontractors, Sub-subcontractors and Materialmen, whose portion of the work amounts to five-thousand dollars (\$5,000) or more, and their insurers and sureties, shall agree to this procedure. If the Client fails to abide by this provision, the Client agrees to defend, indemnify and hold Thelen harmless from any claim or liability or injury or loss allegedly arising from Thelen's failure to perform in accordance with the applicable standard of care.

Offices Erlanger, Kentucky • 125 Trade Street, Suite D, Lexington, Kentucky 40511-2616 / 859-226-0761 / Fax 859-226-0763 Lexington, Kentucky Cincinnati, Ohio Dayton, Ohio

PROPOSAL • AGREEMENT FORM

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Date: April 20, 2015

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Client:

Marion County Board of Education c/o Ross Tarrant Architects, Inc.

101 Old Lafayette

Lexington, Kentucky 40502

Attention:

Mr. Michael Mays, E.I.T.

Project: Construction Review Services, L150300 Lebanon Middle School Roof Replacement

Lebanon, Kentucky

It is hereby mutually agreed by and between Thelen Associates, Inc., Geotechnical Engineers, hereinafter called Thelen, and the aforementioned Client, that Thelen shall furnish the following technical and/or professional services for payment by the Client in accordance with the 17 general conditions (see previous pages) and the fee schedule contained herein:

<u>ITEM</u>		DESCRIPTION	UNIT COST	<u>UNIT</u>
255	Senior Project Engineer		\$135.00	Hour
258	Senior Technician		\$50.00	Hour
262	Testing Manager		\$85.00	Hour
287	Administrative Assistant		\$40.00	Hour
299	Mileage for Personnel		\$0.85	Mile

Not to Exceed Total: \$1.850.00

Client:

Date:

Marion County Board of Education

c/o Ross Tarrant Architects, Inc.

Proposal Number: L150300

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Contact Perso	n: Mr. Michael Mays, E.I.T.	email address:	mmays@rosstarrant.com					
Telephone No	.: 859-254-4018	Fax No.:	859-231-5046					
The accompanying letter dated April 20, 2015 by Thelen Associates, Inc. supports this Proposal-Agreement form and is made a part hereof.								
If the specific conditions, services, fee schedule and 17 general conditions (see previous pages) for this project are acceptable to you, please sign where noted below and return a signed copy. This will also serve as our authorization to proceed.								
	Authorized Signature Marion County Board of Education	Respectfully	submitted, SSOCIATES, INC.					

Matthew K. Barker, C.E.T. Assistant Testing Manager





Education:

BS, Civil Engineering, 2014, University of Kentucky

BS, Geology, 2014, University of Kentucky

Certifications:

Engineer in Training (E.I.T.)

American Concrete Institute Concrete Field Testing Technician - Grade I

ICC Reinforced Concrete Special Inspector (Exam Passed)

Experience:

2014 - Present, Staff Engineer, Thelen Associates, Inc.

Qualifications:

Mr. Moore has experience in the field of materials testing and special inspections, including laboratory and field testing of soils and concrete. Additionally, he is experienced in reviewing drilled shafts, footing excavations, structural steel, reinforced concrete, masonry, and spray-applied fireproofing.

Representative Projects:

21c Museum/Hotel, Lexington, Kentucky Anderson Communities, University Village Catalent Pharma Solutions Addition, Winchester, Kentucky

Family Dollar Store, Monticello, Kentucky

Galls Distribution Center Addition, Lexington, Kentucky

Lexington Senior Citizens Center, Lexington, Kentucky

Mercer County High School Addition, Harrodsburg, Kentucky

Ridley Block Plant Addition, Flemingsburg, Kentucky

Town Branch Wet Weather Storage Facility, Lexington, Kentucky

University of Kentucky, Gatton College of Business and Economics Addition, Lexington,

Kentucky





Education:

Clarion University, Clarion, PA Ivy Tech Community College, Indianapolis, IN

Certifications:

American Concrete Institute Concrete Field Testing Technician - Grade I National Institute for Certification in Engineering Technologies, Level I Concrete (expired) KYTC, Grade and Drain, Level I and II

ICC Soils Special Inspector, Structural Masonry Special Inspector, and Spray-Applied Fireproofing Special Inspector

Experience:

2014 - Current, Senior Engineering Technician, Thelen Associates, Inc.

2013 – 2014, Senior Engineering Technician, Consulting Services, Inc.

2009 - 2013, Senior Engineering Technician, S&ME, Inc.

2007 - 2009, Engineering Technician, Douglas Environmental Engineering

2006 - 2007, Engineering Technician, Mactec Consulting and Engineering

Qualifications:

Mr. Powley has experience in the field of materials testing and special inspections, including laboratory and field-testing of soils and concrete. Additionally, he is experienced in reviewing footing excavations, reinforced concrete, structural masonry, spray-applied fireproofing, and structural steel bolting and welding.

Representative Projects:

21c Museum Hotel, Lexington, Kentucky

Berea College Deep Green Residence Hall, Richmond, Kentucky

Breckenridge Elementary School, Lexington, Kentucky

Cane Run Power Generating Station, Louisville, Kentucky

Catalent Pharma Solutions Plant Expansion, Winchester, Kentucky

Eastern Kentucky University, Science Building, Richmond, Kentucky

Glynn Isles Shopping Center, Brunswick, Georgia

Indianapolis Airport, Indianapolis, Indiana

King's Bay Submarine Base, King's Bay, Georgia

Madison County Middle School, Richmond, Kentucky

Mercer County High School Addition, Harrodsburg, Kentucky

Muhlenburg County North Middle School, Greenville, Kentucky

Muhlengurg County High School, Greenville, Kentucky

St. Joseph Hospital, London, Kentucky

Sterling Elementary School, Brunswick, Georgia

The Summit Bechtel Family National Scout Reserve, Mt. Hope, West Virginia

University of Kentucky, Gatton College of Business and Economics Addition, Lexington, Kentucky



MATTHEW K. BARKER

TESTING MANAGER - CENTRAL KENTUCKY

Education:

BA, 1998, University of Louisville

Certification:

American Concrete Institute Concrete Field Testing Technician - Grade I

Kentucky Transportation Cabinet Grade and Drain Level I

Kentucky Transportation Cabinet KRMCA Technician Level II

NICET Level I Concrete Technician

NICET Level III Soils Technician

Experience:

1995 - 1999, Staff Technician, Thelen Associates, Inc.

1999 - 2001, Senior Engineering Technician, Thelen Associates, Inc.

2001 - 2012, Assistant Testing Manager, Thelen Associates, Inc.

2012 - present, Testing Manager - Central Kentucky, Thelen Associates, Inc.

Qualifications:

Mr. Barker has experience in the field of materials testing and special inspections, including laboratory and field testing of soils, concrete and asphalt. Additionally, he is experienced in reviewing footing excavations, structural steel, reinforced concrete, structural masonry, light gauge and wood framing, and fireproofing installations.

Representative Projects:

Beckjord Power Plant Improvements, Cincinnati, Ohio

Big Ass Fans New Facility, Lexington, Kentucky

Block 3 Parking Garage, Cincinnati, Ohio

Boone County High School Addition, Florence, Kentucky

Burlington Elementary Addition, Burlington, Kentucky

Camp Ernst Middle School, Boone County, Kentucky

Campbell County Administration Building, Campbell County, Kentucky

Centre College Residential Commons, Danville, Kentucky

Cincinnati Convention Center Expansion, Cincinnati, Ohio

Cincinnati Reds Great American Ballpark, Hamilton County, Ohio

Cincinnati/Northern Kentucky Int'l Airport Aircraft Rescue & Firefighting Facility, Boone County, KY

Cincinnati/Northern Kentucky Int'l Airport Parking Deck #3, Boone County, Kentucky

Conner High School Additions, Hebron, Kentucky

Florence Elementary School Addition, Florence, Kentucky

Florence Government Center, Florence, Kentucky

Franklin County Judicial Center, Frankfort, Kentucky

Grant County Schools, Technical Center, Dry Ridge, Kentucky

Gray Middle School Addition, Union, Kentucky

Hemmer Airpark International Development, Boone County, Kentucky

James Lane Allen Elementary Addition, Fayette County Public Schools, Lexington, Kentucky

Longbranch High School, Boone County, Kentucky

Representative Projects, cont'd:

Lower Howard's Creek WWTP, Winchester, Kentucky
Millcreek Elementary Addition and Renovation, Lexington, Kentucky
Nicholasville Elementary Addition, Jessamine County Board of Education, Nicholasville, Kentucky
Northern Kentucky Cancer Center, Crestview Hills, Kentucky
Northern Kentucky University Parking Garage No. 2, Highland Heights, Kentucky
Northern Kentucky University Student Union, Highland Heights, Kentucky
Paul Brown Stadium, Hamilton County, Ohio
Rupp Arena Support Space Renovation, Lexington, Kentucky
St. Luke Hospital East Linear Accelerator Addition, Ft. Thomas, Kentucky
Stephens Elementary Addition, Burlington, Kentucky
Summit Country Day School, New Lower School, Cincinnati, Ohio
The Banks BP #4 Pile Caps and Earthwork, Cincinnati, Ohio
Ticona Polymers Expansion, Florence, Kentucky
Triple Crown Country Club, Boone County, Kentucky
Versailles Raw Water Intake Slope Stabilization, Versailles, Kentucky





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

c	<u>ertificate holder in lieu of such endor</u>	sem	ent(s)			114								
PRODUCER				CONTACT NAME: Karen McCloud											
Arthur J. Gallagher Risk Management Services, Inc. 1 West 4th Street				PHONE (A/C, No, Ext): 513-977-3100 FAX (A/C, No):											
Cincinnati OH 45202				E-MAIL ADDRESS:											
							SURER(S) AFFO	RDING COVERAGE		NAIC #					
l					INCLID					10677					
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	elen Associates, Inc.					****									
	n: Paul Larsen				INSURER C: Westchester Surplus Lines Insurance 10172										
	8 Cox Avenue				INSURER D : Bridgefield Casualty Insurance Comp				10335						
Erla	anger KY 41018-1002				INSURER E:										
					INSURER F:					<u> </u>					
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	X INCL GA233							MED EXP (Any one person)	\$10,00						
	INOL O/233							PERSONAL & ADV INJURY	\$1,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:	}						GENERAL AGGREGATE	\$2,000	·					
	POLICY X PRO-						İ			•					
	OTHER:	l						PRODUCTS - COMP/OP AGG Ohio Stop Gap	\$2,000	•					
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В	Professional Liability			MCH591882941		12/11/2014	12/11/2015		\$ 2.000.						
C	Pollution Liability			G27538800001			12/11/2015		\$2,000,						
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SPECIMEN FOR ILLUSTRATION PURPOSES ONLY															
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
										AUTHORIZED DEDDESENTATIVE					

.. USA

AUTHORIZED REPRESENTATIVE