

**PATRIOT ENGINEERING  
and Environmental, Inc.***Adding Value for Project Success**Providing Environmental, Geotechnical and Materials Engineers*

April 3, 2008

Myra Vaughn  
Sherman Carter Barnhart  
100 Mallard Creek Rd. Ste. 151  
Louisville, Ky. 40207  
Tel. (502) 721-6100  
Fax (502) 721-6111

Re: **Construction Materials Testing and Special Inspections**  
Hardin County Middle School  
Elizabethtown, Hardin County, Kentucky  
Patriot Proposal No.: P08-LOU-0035

Dear Myra:

We are pleased to submit our proposal to provide construction materials testing and special inspection services for the referenced project. We are enclosing our Scope of Services, Unit Fee Schedule and a Budget Estimate for your review. For your convenience we have also included a list of education related projects we have worked on in the past.

Patriot Engineering is dedicated to providing you and your client with quality testing and inspection services. Patriot will perform all testing and inspection in accordance with applicable ASTM, ACI and AWS requirements.

Due to not having a construction schedule to estimate our time and manpower, we are estimating our budget based on projects that we have performed of the approximate same size and complexity, we have estimated our Budget to be \$54,500.00.

We appreciate the opportunity to offer our services to you on this project and look forward to working with you. If you have any questions or need any further information, please feel free to contact us at (502) 961-5652.

Respectfully Submitted,

**Patriot Engineering and Environmental, Inc.**

Melisa Daumen  
Project Manager

**Patriot Engineering and Environmental****Work History – Education related****School:**

Allen County Intermediate Center  
Brandenburg Elementary School  
Bridgeport Elementary  
Bullitt County School Bus Garage  
Bullitt County School Board Office  
Clear Creek Elementary  
Drakes Creek Middle School  
Edmonson County School Reno/Addition  
E-Town High School  
Floyd Central High School Addition  
Fort Knox High School  
Henry Moses Middle School  
King Solver Elementary  
Gardner School  
Glasscock Elementary School  
Logan County High School Gym  
Margret R Brown Elementary  
Mead County School  
Middleton Elementary  
Milton Elementary School  
Mudge Elementary  
Munfordville Elementary  
New Meade County School  
Pierce Elementary  
Roby Elementary  
Scottsville Board of Education  
UofL School Housing  
Warren East Middle School  
Westridge Elementary

**Client:**

Biscan Construction  
David Engineering  
Marksbury Cornett  
J-Town Contractors  
J-Town Contractors  
Morel Construction  
Alliance Corporation  
Edmonson County Board of Education  
Morel Construction  
Verkl (In process)  
Barton Malow (In process)  
Alliance Corporation  
Coleman Contracting  
Boos Development  
Howard Pence  
Robert S Biscan & Co  
Harmon Construction  
Parco  
Bruns-Gutzmilller  
Trimble County Schools (In process)  
Coleman Contracting  
Alliance Corporation  
Dan Christiani  
Coleman Contracting  
Bullitt County Public Schools (In process)  
Biscan  
Messer Construction  
Alliance Corporation  
Franklin County School Board

FROM

(FRI) APR 4 2008 12:44/ST. 12:41/No. 6809671250 P 4

**PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.**

PHONE: 502-961-5652 FAX: 502-961-9256

**PROPOSAL ACCEPTANCE AGREEMENT**Project Name: Hardin County Middle SchoolProject Location: Elizabethtown, Hardin County, KentuckyDescription of Services: Construction Materials Testing and Special InspectionsPatriot Proposal: Lou-08-0035

Patriot Project #:

**APPROVAL & PAYMENT OF CHARGES** - Invoices will be charged and mailed to the account of:Firm: Sherman Carter Barnhart ArchitectsAddress: 100 Mallard Creek Rd. Ste. 151City: LouisvilleState: KentuckyZip: 40207Attention: Myra VaughnTelephone: 502-721-6100Fax: 502-721-6111

Email:

**PAYMENT TERMS:** ~~per terms & conditions~~. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

**REFERENCES** - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial	Supplier	Trade
(Current bank or other lender)	(Current account with Client)	(Engineer, Contractor, Other, etc.)
Name:	Name:	Name:
Contact:	Contact:	Contact:
Account No.:	Account No.:	Account No.:
Phone No.:	Phone No.:	Phone No.:

**NOTICE:** *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT'S* Proposal, Unit Fee Schedule, and following Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

- ☐ Geotechnical Services Terms and Conditions
- ☐ Geotechnical/Phase 1 Environmental Site Assessments Terms and Conditions
- ☐ Geotechnical/CME Services Terms and Conditions
- ☐ Environmental/ Services Terms and Conditions
- ☐ Phase 1 Environmental Site Assessments Terms and Conditions
- ☒ Construction Materials Testing Services Terms and Conditions

PROPOSAL ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE ACCEPTED: \_\_\_\_\_



**Patriot Engineering and Environmental Co., Inc.**  
**Construction Materials Testing and Inspection**  
**Fee Schedule Effective Through June 2008**

**Hardin County Middle School**

<b>Soils Testing Services</b>				
Soils Technician	\$22.50	Hour		
Senior Soils Technician Level I	\$26.50	Hour	\$	-
Senior Soils Technician Level II	\$31.50	Hour	\$	-
Nuclear Density Gauge (D2922, D3017)	\$40.00	Day	\$	-
Standard Proctor (D698)	\$100.00	Each	\$	-
Modified Proctor (D1557)	\$110.00	Each	\$	-
Sieve Analysis (D422)	\$75.00	Each	\$	-
Atterberg Limits (D4318)	\$60.00	Each	\$	-
L.A. Abrasion (C131)	\$150.00	Each	\$	-
Transportation	\$0.54	Mile	\$	-
<b>Concrete Testing Services</b>				
Concrete Technician	\$22.50	Hour		
Senior Concrete Technician Level I (ACI Certified)	\$26.50	Hour	\$	-
Senior Concrete Technician Level II (ACI Certified)	\$31.50	Hour	\$	-
Concrete Cylinder Compression Test	\$9.00	Each	\$	-
Concrete Cylinder Held In Reserve	\$8.50	Each	\$	-
Concrete Cylinder Cast by Others	\$20.00	Each	\$	-
Flexural Beams	\$20.00	Each	\$	-
Concrete Coring Rig	\$100.00	Day	\$	-
Diamond Bit Wear	\$4.50	Inch	\$	-
Cut Cap and Break Core	\$22.00	Each	\$	-
Generator Rental	\$100.00	Day	\$	-
Floor Flatness/Floor Levelness	\$350.00	Each	\$	-
Transportation	\$0.54	Mile	\$	-
<b>Masonry Testing Services</b>				
Masonry Technician Level I	\$26.50	Hour	\$	-
Senior Masonry Technician Level II	\$31.50	Hour	\$	-
Certified Masonry Inspector	\$55.00	Hour	\$	-
Mortar Cube Compression Test (C109)	\$10.00	Each	\$	-
Grout Cube Compression Test (C1019)	\$12.00	Each	\$	-
Concrete Block Compression Test (3 sample min.) (C140)	\$30.00	Sample	\$	-
Concrete Block Absorption Test (3 sample min.) (C140)	\$25.00	Sample	\$	-
Brick Compression Test (5 sample min.) (C67)	\$15.00	Sample	\$	-
Brick Absorption Test (5 sample min.) (C67)	\$25.00	Sample	\$	-
Transportation	\$0.54	Mile	\$	-



**Patriot Engineering and Environmental Co., Inc.**  
**Construction Materials Testing and Inspection**  
**Fee Schedule Effective Through June 2008**  
**Hardin County Middle School**

<b>Structural Steel Services</b>				
Fire-proofing Technician		\$28.50	Hour	\$ -
Structural Steel Technician		\$31.50	Hour	\$ -
Certified Welding Inspector		\$65.00	Hour	\$ -
Hazard Premium for Climbing Steel		\$6.00	Hour	\$ -
Torque Wrench		\$20.00	Day	\$ -
Skidmore Wilhelm		\$25.00	Day	\$ -
Ultrasonic Equipment		\$75.00	Day	\$ -
Paint Thickness Gauge		\$25.00	Day	\$ -
Fireproofing Density Test (E605)		\$25.00	Each	\$ -
Fireproofing Bond Test (E605)		\$20.00	Each	\$ -
Transportation		\$0.54	Mile	\$ -
<b>Asphalt Testing Services</b>				
Senior Asphalt Technician Level I		\$26.50	Hour	\$ -
Senior Asphalt Technician Level II		\$31.50	Hour	\$ -
Nuclear Density Gauge		\$40.00	Day	\$ -
Extraction/Gradation Test		\$75.00	Each	\$ -
Density Test of Cored Specimen		\$20.00	Each	\$ -
Transportation		\$0.54	Mile	\$ -
<b>Professional Services</b>				
Word Processing (Typing, mailing, faxing)		\$30.00	Hour	\$ -
Drafting		\$35.00	Hour	\$ -
Project Manager		\$65.00	Hour	\$ -
Senior Project Manager		\$80.00	Hour	\$ -
Principal Engineer, P.E.		\$125.00	Hour	\$ -

**Minimum Technician charge of 4 hours per trip. (not applied to sample/specimen pickups)**

**All field services require a 24-hour notice.**

**Hazard premium applies for climbing structural steel or concrete.**

**Additional Project Manager fees may apply to field services not scheduled with 24-hour notice.**

**Rush premiums of 2 times the normal fee may apply to laboratory tests requiring rapid results.**

**All field services are charged portal to portal.**

**Overtime rates of 1.4 times the regular rates apply for all time over 8 hours per day, Saturdays, Sundays and Holidays.**

**Net terms for payment are 30 days.**

**Fees for other services not listed are available upon request.**



**Patriot Engineering & Environmental Co., INC**  
400 Production Court  
Louisville, KY 40299  
Phone (502) 961-5652 Fax (502) 961-9256

**Construction Materials Testing and  
Special Inspections Proposal**

**Patriot Proposal No. LOU-P08-0035**

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**April 3, 2008**

**Client: Sherman Carter Barnhart**  
100 Mallard Creek Rd. Ste.151  
Louisville, Ky. 40207

**Project: Hardin County Middle School**

**Scope of Services**

**Our scope of services for this part of the project can include but not limited to concrete, soils, any type foundation, resteel, asphalt, structural steel and laboratory testing. All testing and inspection will be performed in accordance with applicable ASTM, ACI and AWS requirements.**

**All field services can be covered with a senior technician if given 24hour notice. In the event less than 24 hour notice is given, Patriot will make every attempt to cover the project with a senior technician, but may only have a project manager or senior project engineer available. Patriot will also utilize an engineering technician, where appropriate, to add extra value to your project.**

**Cost of Services**

**Patriot proposes to provide all technician and laboratory testing on a unit price basis in accordance with the attached fee schedule and terms and conditions. Prior To construction we would encourage a meeting between the two of us to better define our scope of work for this project and to better define our budget. This will allow us to track the testing and inspection budget and report the percent budget expended each time we invoice. Typically invoicing is performed twice per month.**

**To initiate our services for this project, please complete the attached Proposal Acceptance Sheet and return one copy of our proposal in its entirety to our office.**



**PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.**  
**CONSTRUCTION MATERIALS TESTING SERVICES TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Patriot Engineering and Environmental, Inc. (PATRIOT) shall perform the services defined in the attached proposal at the rates stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard rates. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance this proposal and associated terms shall become the contract.

**2. RIGHT OF ENTRY**

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

**3. PAYMENT TERMS**

PATRIOT will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the contract. Payment is due within thirty (30) days from invoice date, regardless of whether Client has been reimbursed by any other party. Client agrees to pay interest of one and one half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

**4. STANDARD OF CARE**

The services shall be performed in accordance with generally accepted industry principals and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty,

express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

**5. INSURANCE AND GENERAL LIABILITY**

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under public liability and property damage which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request.

**6. RISK ALLOCATION**

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including Client, Client agrees to limit PATRIOT'S liability to Client, or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence or other legal theory, such that the total aggregate liability of PATRIOT to all those named shall not exceed \$50,000, or PATRIOT'S total fee for the services rendered on this project, whichever is greater. PATRIOT will waive this limitation up to \$1,000,000 upon Client's request and agreement in writing to pay an additional consideration of 10% of PATRIOT'S total fee, or \$1,000, whichever is greater. This sum shall be a Waiver of Limitation of Liability Charge and will not be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved. If the results of PATRIOT'S services will be used to aid in the development of drawings and specifications for construction, Client agrees to require other design professionals, the contractor and its subcontractors selected for such

construction to agree to an identical limitation of *PATRIOT'S* liability for damages suffered by other design professionals, the contractor or subcontractor arising from *PATRIOT'S* professional acts, errors, or omissions.

**7. TERMINATION**

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event *PATRIOT* determines there may be a significant risk that *PATRIOT'S* invoices may not be paid on a timely basis, *PATRIOT* may suspend performance and/or retain any reports or other information until Client provides *PATRIOT* with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe, or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract upon providing thirty (30) days written notice to the other party.

**8. ASSIGNS**

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without written consent of *PATRIOT*.

**9. SAFETY**

*PATRIOT'S* responsibility for the safety on site shall be limited to its own personnel and its subcontractor and any persons who are directly involved with *PATRIOT'S* work on site. This shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of *PATRIOT*, nor the presence of *PATRIOT'S* employees and its subcontractors shall be construed to imply *PATRIOT* has any responsibility for any activities on site performed by personnel other than *PATRIOT'S* employees or subcontractors.

**10. CONFLICTS**

Should any element of the Terms and Conditions deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services

under this contract a written notice specifying the alleged defects in *PATRIOT'S* performance or other breach.

**11. CONSEQUENTIAL DAMAGES**

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

**12. DELAYS IN WORK**

*PATRIOT* will charge Client at standard rates for stand-by or non-productive time for delays in *PATRIOT'S* work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

**13. SAMPLING OR TEST LOCATION**

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT'S* report, are based on information furnished by others and/or estimates made by *PATRIOT'S* personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location specified by Client. If, in order to complete a given boring to its designated depth, a redrilling is necessitated by encountering impenetrable subsurface objects, all work, including the original boring and all redrilling, will be charged for at the appropriate rates in the fee schedule.

**14. MEDIATION**

If a claim is made against *PATRIOT* for inadequate, negligent or improper performance of services by *PATRIOT* pursuant to this contract, any party to this contract may demand that any such disputes be determined by nonbinding mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* 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 also to 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.

**15. FAILURE TO FOLLOW RECOMMENDATIONS**

Client will not hold *PATRIOT* liable for problems that may occur if *PATRIOT'S* recommendations are not followed and waives any claim against *PATRIOT*, and agrees to defend, indemnify and hold *PATRIOT* harmless from any claim or liability for injury or loss that results from failure to implement *PATRIOT'S* recommendations.

**16. FORCE MAJEURE**



Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

#### 17. RIGHT TO STOP WORK

Since *PATRIOT*'s duties are limited to observing and monitoring the quality of the work, *PATRIOT* shall not under any circumstances give a stop-work order, either for quality, safety or any other reason. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work it has observed and contracted to monitor.

#### 18. FIELD MONITORING AND CONTROL

*PATRIOT* shall not, except for its own services and for services it subcontracts, specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractors or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs including, without limitation, those relating to excavating, trenching, drilling and backfilling. *PATRIOT*'s testing or inspection of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications and safety requirements.

Client agrees that *PATRIOT* will only make on-site observations appropriate to the construction stage, and the field services provided by *PATRIOT* will not relieve the contractor of its responsibilities to perform the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control", if used in connection with *PATRIOT*'s work, are only intended to mean periodic observation or monitoring of the work and the conduction of tests by *PATRIOT* to indicate substantial compliance with the plans, specifications and design concepts. Continuous monitoring by *PATRIOT*'s employees does not mean that *PATRIOT* is observing or verifying placement of all materials.

#### 19. RETESTING

*PATRIOT* is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event *PATRIOT*'s monitoring and/or testing discloses deficiencies in the contractor's work, and which consequently will require corrections, *PATRIOT* will retest or remonitor the corrected work as required by the plans and specifications; however, all such retesting or

remonitoring shall be additional work and shall be paid for by Client at the agreed upon rates in this contract.

#### 20. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, *PATRIOT* may make temporary repairs at the time of sampling and inspection which may result in additional charges. *PATRIOT* personnel are not certified in roofing repair and *PATRIOT* shall therefore under no circumstances be responsible for the adequacy and water tightness of the temporary repairs, nor shall *PATRIOT* be responsible for any water damage to the roofing system, building, or its contents resulting from *PATRIOT*'s temporary repairs.

#### 21. HAZARDOUS SUBSTANCES

Client agrees to advise *PATRIOT*, prior to beginning work, of any hazardous substances on or near the site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of *PATRIOT*'s equipment. Furthermore, any equipment of *PATRIOT*'s contaminated during *PATRIOT*'s services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment.

#### 22. ENVIRONMENTAL PROBLEMS

*PATRIOT*'s duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the scope of work. Any consulting, testing or monitoring related to environmental problems, including hazardous waste, soil or groundwater contamination, or air pollutants are not part of *PATRIOT*'s responsibilities; furthermore, its on-site personnel are not trained in such environmental work. *PATRIOT* shall have no responsibility for detecting or dealing with such environmental problems should they occur at the site, and Client waives any claim against *PATRIOT*, and agrees to defend, indemnify and hold *PATRIOT* harmless from any claim or liability for injury or loss that results from the discovery of on-site environmental contamination whether related to soil, groundwater, air, vegetation or structures.