



**THOROUGHbred ENGINEERING**  
GEORGETOWN      LEXINGTON      SHELBYVILLE

**P.O. Box 481 | Lexington, Kentucky 40588 | P. 502.863.1756**

## **Proposal for Special Inspection & Material Testing Services**

November 11, 2019 | Sebastian Elementary School Renovation | Jackson, Kentucky | Proposal Nbr. 000172



Mr. Phillip Watts, Superintendent  
Breathitt County Schools  
420 Court Street  
Jackson, KY 41339  
cc: Mark Isbell  
Tate Hill Jacobs: Architects

TATE HILL JACOBS  
*architects*

Mr. Watts,

**Thoroughbred Engineering** appreciates this opportunity to provide Kentucky Building Code (KBC) Special Inspections and Construction Material Testing services for the Sebastian Elementary School Renovation Project located in Jackson, Kentucky. Included in our proposal are an outline of our understanding of the project, qualification forms, anticipated scope of services, and estimated work quantities with an associated fee.

Our proposal is based upon the our understanding of the project, our anticipated services and a review of the provided documents.

Please review our proposal and let us know if you have any questions. If not, please sign the attached Terms and Conditions and forward back to us.

Thank you for the opportunity to continue our services on the project.

Sincerely,

**Thoroughbred Engineering**

**Jordan Haney, P.E., S.I.**

Construction Services Group Manager

**Jonathan Hale, P.E., P.M.P.**

Principal Engineer





**THOROUGHbred ENGINEERING**

[www.thoroughbred.consulting](http://www.thoroughbred.consulting) 502.863.1756

# ENGINEERING SERVICES

## CIVIL DESIGN

Site Development, Planning & Zoning, Residential, Permitting, Commercial Development, Civil Construction Engineering, Transportation Engineering, Subdivision Layout & Design, Grading and Drainage Plans, Sewage Collection Systems, Roadway Design, Water Distribution Systems, Public Facilities

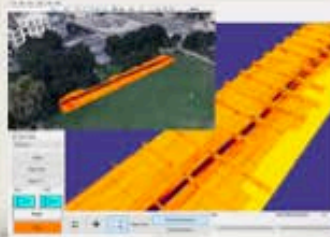


## SURVEYING SERVICES

ALTA/ACSM Title Surveys, Improvement Location Survey & Certification, Boundary and Cadastral Surveys, Topographic Mapping, GPS/GIS, As-Built Surveys, Photogrammetric Control, Construction Staking, FEMA Elevation Certifications, Control Network Surveys, Subdivision Plats, Transfer & Consolidation Plats, Major Subdivision Plats, Legal Descriptions

## GEOTECHNICAL ENGINEERING

Geotechnical Engineering Evaluations, Kurst Evaluations, Conceptual Evaluations, Dam and Reservoir Design, Foundation and Slab on Grade Studies, Pavement Design, Excavation Observation, Geological Hazards Studies



## CONSTRUCTION SERVICES

IBC Special Inspections, Material Testing, Site Visits, Project Management, Non-Destructive Engineering, Construction Quality Assurance, Quantities Verification, 24/7 Observation Services, Constructability Review







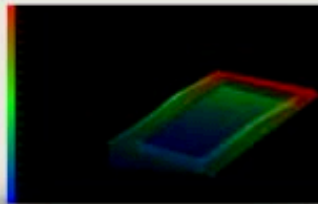
**THOROUGHbred ENGINEERING**

[www.thoroughbred.consulting](http://www.thoroughbred.consulting) 502.863.1756

## IN-HOUSE SERVICES

### **GPR & SUBSURFACE IMAGERY SERVICES**

Geotechnical Evaluation, Structural Analysis, Archeology  
and Grave Sites, Utility Location Applications



### **DRONE - AERIAL**

Video, Photography, Photogrammetry Surveying,  
Topographic Imagery, 3D Modeling, Infrared Observation,  
Inspection, Construction Phase Monitoring



### **DRILLING SERVICES**

Sample Extraction From Site Subsurface. Specialized Drill  
Rig For Reduced Footprint and Emission Restrictions.



### **LAB - MATERIAL TESTING**

Soil, Concrete, Masonry, Asphalt, Wood and Steel.  
In-House Services Save Time and Money.



## STREAMLINED

WORKING YOUR PROJECT FROM THE GROUND UP

From concept, planning, permitting and design to construction,  
our integrated approach moves projects efficiently and reduces delays.

Our professionals are industry leaders in finding  
cost-effective, practical and technically sound solutions.

# THOROUGHbred ENGINEERING

## Proposal for Special Inspection & Material Testing Services

November 11, 2019 | Sebastian Elementary School Renovation | Jackson, Kentucky

### Project Information

Breathitt County Schools is proposing to complete a renovation to the existing school facility located at 244 L.B.J. Road in Jackson, Kentucky. The proposed renovation project includes renovations to three areas inside the existing school along with construction of a new exterior drop-off canopy. Tate Hill Jacobs is the Architect for the project with SDG LLC providing structural design. Allen Construction has been selected as the general contractor for the project.

As part of the renovation, a portion of the school will be gut renovated. The new interior foundation system will be soil bearing continuous and spread foundations. The building will be a masonry load bearing structure that will tie into the existing roof system. The slab to be placed will be 4 inch reinforced concrete slab on-grade.

The canopy will be constructed with soil bearing spread foundations and structural steel framing that will tie into the existing canopy structure.

### Team Qualifications

If awarded the project, Mr. Jonathan Hale, P.E., S.I. will be listed as the Principal Engineer in charge while Mr. Jordan Haney, P.E., S.I., will be listed as the Special Inspector of Record (SIR) and Project Manager. Mr. Haney is a licensed Professional Engineer in the Commonwealth of Kentucky. Jordan is also certified by the International Code Council (ICC) and the American Concrete Institute (ACI).

Thoroughbred Engineering will have Mr. Thaddeus Carter, S.I. assigned as the primary inspector for the project. Mr. Carter is certified by ICC in three (3) IBC/KBC Special Inspection categories including, soils, reinforced concrete, and structural masonry. Thoroughbred Engineering secondary inspector will be Mr. David Brunker, S.I. who is also certified by the ICC in soils, reinforced concrete, and structural masonry.

Thoroughbred Engineering will use a third party certified welding inspector for the project. Mr. John Siefke, C.W.I., S.I. has been providing welding and steel bolting inspections for over 30 years.






Thoroughbred Engineering Project Team			
Name	Position	Certifications	Years of Experience
Mr. Jonathan Hale, P.E., S.I.	Principal Engineer	KY P.E. #31492	12 Years
Mr. Jordan Haney, P.E., S.I.	Project Manager	KY P.E. #35057	3 Years
Mr. Thaddeus Carter, S.I.	Primary Inspector	ICC: Soils, Concrete, Masonry	12 Years
Mr. David Brunker, S.I.	Secondary Inspector	ICC: Soils, Concrete, Masonry	6 Years
Mr. John Siefke, C.W.I., S.I.	Certified Welding Inspector	AWS:04010191, ICC: Steel Bolting	31 Years

## Proposal for Special Inspection & Material Testing Services

November 11, 2019 | Sebastian Elementary School Renovation | Jackson, Kentucky





### Project Experience

Thoroughbred Engineering has been providing special inspections and construction inspections on a large variety of projects for over 5 years. Below is a list of projects that Thoroughbred Engineering has provided special inspection services of the same type.

-  Oneida Baptist Institute- Girls Dormitory- Oneida, Kentucky: Three (3) story masonry facility constructed for residential and academic space. Inspection included soils, concrete, masonry, and wood construction.
-  St. Henry District High School- Erlanger, Kentucky: Approximately 30,000 square foot masonry addition for classroom and theater space. Inspection included soils, concrete, masonry, and structural steel construction.
-  Lion Apparel- West Liberty, Kentucky: Approximately 2,000 square feet break room masonry addition for industrial facility. Inspection included soils, concrete, masonry, and structural steel construction. Allen Construction was the general contractor for this project.
-  Ashland Alumni Gymnasium Renovation- Ashland, Kentucky: Renovation and addition to the existing gymnasium facility for restroom facilities. Work included masonry in-fill and new masonry construction. Inspection included soils, concrete, masonry, and structural steel construction.
-  Somerset High School- Somerset, Kentucky: Renovation and addition to the existing high school including masonry construction of a new cafeteria. Work also included construction of two new masonry structures for the soccer facility. Inspection included soils, concrete, masonry, and structural steel construction.

### Our Proposed Scope of Services | KBC Special Inspections

We will provide qualified construction KBC Special Inspection and Materials Testing services in accordance with the Kentucky Building Code and review of provided structural plans (sheets S0 through S2) and specification section 014100-Structural Special Inspections. The following items will be performed:

-  Soil Construction (KBC 1705.6)
-  Reinforced Concrete Construction (KBC 1705.3)
-  Masonry Construction (KBC 1705.4)
-  Structural Steel Construction (KBC 1705.2)
-  Fabricators (KBC 1704.2)

# THOROUGHbred ENGINEERING

## Proposal for Special Inspection & Material Testing Services

November 11, 2019 | Sebastian Elementary School Renovation | Jackson, Kentucky

### Additional Information

We request 48 hours notice prior to the start of construction and a 24 hours notice each time our presence at the job site is required afterward. Our presence at the job site and our performance of testing services must not be construed as relieving the contractor from his responsibility to comply with the plans and specifications. Our representatives do not have the authority to supervise the work nor direct contractor personnel. It is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

### Our Reporting

Our reporting will utilize the latest technologies for construction reporting, iReport360.com. All team members can obtain an account on the system and as our field staff generate reports via iPad/iPhone, etc., everyone can view the KBC Special Inspection reporting live. iReport360 meets the requirements of the project for reporting and also allows reporting of deviations and any correspondence associated with them. Reports will also be distributed on a weekly basis to the architect and structural engineer. A discrepancy log is will be kept and maintained which logs all plan and specification discrepancies observed during construction. Discrepancy Logs will be distributed monthly to the Architect and Structural Engineer or whenever a discrepancy is noted or remediated. At the conclusion of the project, we will submit a written statement that the special inspections during construction have complied with the Structural Quality Assurance Plan and in accordance with the building code and that any discrepancies noted during construction have been corrected.

### Compensation

We have reviewed the project plans and specifications in preparing our KBC Special Inspection and material testing fee. Based on the our understanding of the project, the associated scope of services and budgeted quantities, we have established an **Estimated Sum Fee of \$20,100.00**. A description of our service items are below along with a Quantity and Fee Table.



Straight Time is applied up to ten (10) working hours portal-to-portal, which includes travel time, on-site testing and observation, specimen acquisition, and reporting generation. Any time over ten (10) working hours will be billed at our overtime rate indicated in this proposal.

Please note that our fee does not include retesting, rescheduling or delays in construction that is not due to our efforts. For example, if deviations are noted and additional trips are required to verify the items have been corrected, we will note these items on our invoice separately and are not included in our Projected Fee. If we are dispatched to the project and prior to or once getting to the site, construction items are not ready for inspection, we will invoice these items separately and these fees are not included in our Projected Fee. If we are scheduled for inspection at 8am and the contractor is not ready until later in the day, we will invoice these delays separately and these fees are not included in our Projected Fee. Simply put, we can not control inspection costs if our time is wasted and the contractor is not ready for our efforts. Any delays will be billed at an hourly rate of \$80.00/hour.

# THOROUGHbred ENGINEERING

## Proposal for Special Inspection & Material Testing Services

November 11, 2019 | Sebastian Elementary School Renovation| Jackson, Kentucky

### Quantity & Fee Table

ITEM	Number of Hours	Straight Time/ Overtime	Cost per Hour	Total Cost per Item
<b>Soil Construction:</b>				
Footings/Bearing Capacity/Proofrolls/Fill Placement	10	Straight Time	\$55.00	\$550.00
<b>Concrete Construction:</b>				
Concrete Foundations	100	Straight Time	\$55.00	\$5,500.00
	10	Overtime	\$80.00	\$800.00
Slabs	25	Straight Time	\$55.00	\$1,375.00
	4	Overtime	\$80.00	\$320.00
Concrete Cylinders	12	Each	\$50.00	\$600.00
<b>Steel Construction:</b>				
Fabricator Inspection	10	Straight Time	\$100.00	\$1,000.00
Base Plate Grouting	8	Straight Time	\$55.00	\$440.00
Structural Steel Inspection: Bolting & Welding observations	10	Straight Time	\$100.00	\$1,000.00
<b>Masonry Construction:</b>				
Material Verification, Mortar placement, Grout placement, CMU placement	125	Straight Time	\$55.00	\$6,875.00
Chemical Adhesive Anchorage	8	Straight Time	\$55.00	\$440.00
Mortar Samples	2	Each	\$50.00	\$100.00
Grout Samples	2	Each	\$50.00	\$100.00
<b>Project Administration:</b>				
Project Management	10	Straight Time	\$80.00	\$800.00
Senior PE Review	2	Straight Time	\$100.00	\$200.00
<b>Total Estimated Sum:</b>			<b>\$20,100.00</b>	

# THOROUGHbred ENGINEERING

## Proposal for Special Inspection & Material Testing Services

November 11, 2019 | Sebastian Elementary School Renovation| Jackson, Kentucky

### Rates for Standard & Additional Services

If requested to provide additional services, the below table outlines the rates associated with several items:

ITEM- Special Inspector Rates		Cost
Special Inspector-Straight Time		\$55.00/ Hour
Special Inspector -Overtime		\$80.00/Hour
CWI/ Bolting Special Inspector- Straight Time		\$100.00/Hour
CWI/ Bolting Special Inspector- Overtime		\$130.00/Hour
Project Management		\$80.00/Hour
Contractor Delay		\$80.00/Hour
ITEM- Lab Testing Rates		Cost- Each
Atterberg Limits		\$70.00
Soil Finer than No. 200		\$70.00
Natural Moisture Content		\$10.00
Standard Proctor		\$150.00
Swell Test		\$200.00
Concrete Compressive Strength Set (per set of 5)		\$50.00
Mortar Samples		\$50.00
Grout Samples		\$50.00



# THOROUGHbred ENGINEERING

## Proposal for Special Inspection & Material Testing Services

November 11, 2019 | Sebastian Elementary School Renovation | Jackson, Kentucky

### Authorization

In order to authorize our services, please sign the attached Proposal/Work Acceptance Sheet and return the entire document to us. Any exceptions to this proposal, or any special requirements not covered in the proposal, should be listed on the Terms and Conditions Sheet.

### Closing

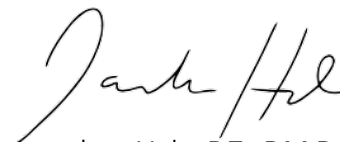
We appreciate the opportunity to provide our proposal to you. After your review, please let us know if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

**Thoroughbred Engineering**



Mr. Jordan Haney, P.E., S.I.  
Construction Group Manager



Jonathan Hale, P.E., P.M.P.  
Principal Engineer

Attachments:    Team Resumes  
                         Insurance Certificate  
                         W-9  
                         Terms and Conditions



# THOROUGHbred ENGINEERING

Servicing Kentucky, Indiana, Ohio and Tennessee  
502.863.1756

## Jonathan Hale, P.E., S.I.

### Title:

Vice President  
Principal Engineer / Greater  
Louisville Group Leader

### Experience:

10 years

### Education:

- B.S. Physics - Kentucky Wesleyan College, Owensboro Kentucky
- B.S. Civil Engineering - University of Kentucky, Lexington Kentucky

### Professional Licenses &

#### Certifications:

- P.E. Kentucky #31492
- P.E. Indiana #11600089
- P.E. Tennessee #120002
- ICC, Reinforced Concrete, Structural Steel & Bolting, and Soils Special Inspector
- ACI Concrete Field Grade I
- ACI Strength Testing Technician
- NICET Level III Concrete & Soils
- NICET Level II Asphalt & Highway Construction
- NICET Level I Transportation Construction Materials
- PCI QC Personnel Level III
- PTI Level I Bonded Post Tension
- INDOT Certified, Qualified & PE/ S SiteManager
- KYTC Field: Grade & Drain, Structures Level I, Asphalt Field, Erosion Control
- KYTC Laboratory: Superpave Plant Technologist, Aggregate Technician
- KRMCA Level II
- NRMCA Pervious Concrete Tech.
- Radiation Safety & Nuclear Density Training Certified
- OSHA 10 Hour

Mr. Hale has 10 years of experience in the Civil Engineering field providing a wide range of services including Construction Engineering and Inspection (CEI), Special Inspections, Geotechnical Engineering, Construction Materials Testing, Non-Destructive Engineering (NDE), Forensic Engineering, Pre-stress / Post-tensioning inspections, and material producer oversight. Mr. Hale has gained this experience working on projects varying from residential and commercial to industrial and heavy highway. Over the last 10 years Mr. Hale's career progressed from mainly field observation and testing to Project Management and Business Development.

### PRINCIPAL ENGINEER & GREATER LOUISVILLE GROUP LEADER, THOROUGHbred ENGINEERING: 2016 - PRESENT

As Principal Engineer and Greater Louisville Group Leader, Mr. Hale's goals are to help Thoroughbred grow into the Greater Louisville market and bring full service engineering services to existing and new clients in the area.

### PROJECT ENGINEER & LOCATION LEADER, S&ME, INC., LOUISVILLE / SOUTHERN INDIANA: 2013 - 2016

As a Project Engineer and Location Leader for S&ME, Inc., Mr. Hale provided CEI services to the Kentucky Transportation Cabinet (KYTC) and Indiana Department of Transportation (INDOT) on the Ohio River Bridges Downtown Crossing project, I-65 Added Travel Lanes Clark County Indiana project, and the SR252 Major Pavement project. These services were provided while setting up a new office location in Southern Indiana and providing management and leadership to S&ME personnel working in the Greater Louisville area.

### STAFF PROFESSIONAL, S&ME, INC., LEXINGTON, KY: 2010 - 2013

With S&ME, Inc. as a Staff Professional in Lexington, Mr. Hale performed Special Inspections and Material Testing in a lead role on large high profile projects. Special inspection duties included evaluating construction of engineered soil fills (cement stabilized, lime stabilized, nuclear density testing and Dynamic Cone Penetrometer testing), foundations (spread footings, drilled shafts and helical piers), retaining walls (keystone and mechanically stabilized earth), reinforced concrete (field inspection/ testing and core drilling), structural masonry and structural steel (bolted connections).

### ENGINEERING TECHNICIAN, QORE PROPERTY SCIENCES, LEXINGTON, KY: 2007 - 2010

With Qore Property Sciences, as an Engineering Technician, Mr. Hale performed Special Inspections and Materials Testing on a variety of projects in Central and Eastern Kentucky. Projects included residential, municipal, commercial, industrial, government buildings, airport and highway projects.

### KEY PROJECTS:

- USPS, Pavement Project, Louisville, KY: 2107
- INDOT SR252 Major Pavement Project, Johnson County, IN: 2016
- INDOT I-65 Added Travel Lanes, Clark County, IN: 2015 - 2016
- KYTC Ohio River Bridges Downtown Crossing, Louisville, KY: 2013 - 2016
- Clark County High School & Technology Center, Winchester, KY: 2012
- KY Army National Guard Readiness Center, Burlington, KY: 2011 - 2012
- Eastern Kentucky University New Science Building, Richmond, KY: 2009 - 2010
- University of Kentucky College of Pharmacy Building, Lexington, KY: 2009
- Michael Caudill Middle School, Richmond, KY: 2008 - 2009
- Kentucky Horse Park Outdoor Arena, Lexington, KY: 2008
- Bluegrass Station New Helipad & Taxiway, Avon, KY: 2008
- Liberty Road Elementary, Lexington, KY: 2007 - 2008



# THOROUGHbred ENGINEERING

502.863.1756

## Jordan Haney, P.E., S.I.

### Title:

Construction Group Manager  
Project Engineer

### Experience:

2016 - Present: 3 year

### Education:

- B.S Civil Engineering -  
University of Kentucky,  
Lexington, Kentucky
- M.S. Civil Engineering -  
University of Kentucky,  
Lexington, Kentucky

### Certifications:

- P.E. Kentucky #35057
- ICC Soils Special Inspector
- ICC Spray-applied  
Fireproofing Special Inspector
- ACI Concrete Field Grade I
- TROXLER Radiation Safety &  
Nuclear Density Training  
Certified
- ASTM 1527-13 Training  
Certification
- FAA Remote Pilot In  
Command

Mr. Haney is a new and promising engineer with a specialty in geotechnical and construction engineering. Mr. Haney specialized in construction and geotechnical engineering during his graduate course study at the University of Kentucky and has gained valuable experience working on a wide variety of projects including residential, commercial and industrial projects on inspection, geotechnical engineering work and environmental engineering. Mr. Haney's career highlights include:

### **CONSTRUCTION GROUP MANAGER, THOROUGHbred ENGINEERING: 2018-PRESENT**

As Construction Group Manager, Mr. Haney oversees the International & Kentucky Building Code Inspection and Material Testing projects. Mr. Haney is focused upon providing his clients with technically driven inspection efforts and project management.

### **STAFF GEOTECHNICAL ENGINEER & ICC SPECIAL INSPECTION, THOROUGHbred ENGINEERING: 2016 - 2018**

Served Thoroughbred Engineering as a Staff Geotechnical Engineer and IBC Special Inspection/Material Testing. Mr. Haney brings technically strong geotechnical engineering abilities. During Mr. Haney's time with Thoroughbred Engineering he has worked on many geotechnical engineering projects and several inspection projects.

### **GEOTECHNICAL ENGINEERING PROJECTS:**

#### **HARLAN COUNTY BUSINESS PARK, CUMBERLAND, KY: 2019**

Geotechnical services for the proposed Harlan County Business Park Project. The project contained several important issues that included rock cuts and large quantity of structural fill to be placed in order to provide Harlan County a "Build-Ready Site". Mr. Haney served as a project manager overseeing the field and office staff which helped to streamline the evaluation in order to provide the Fiscal Court with necessary information to make decisions about the project.

#### **PICCOLA MANUFACTURING FACILITY, SHEPARDVILLE, KY: 2016**

Geotechnical services for a 32,400 square foot industrial facility. The project had many challenges which included limiting settlement for three dynamically wheeled cranes, flood plain concerns, and uncontrolled fill which included construction debris. Mr. Haney worked to provide recommendations for the site which included a shallow foundation for the structure and deep foundations to support the cranes.

#### **SOJOURN COMMUNITY CHURCH, LOUISVILLE, KY: 2017**

Geotechnical services for a 15,000 square feet sanctuary expansion and a 2,700 square feet classroom expansion. Mr Haney was onsite during drilling, conducted laboratory work, and provided recommendations for the site. This site included delineating an underground stream and making recommendations for remediation during construction.

### **Inspection Projects:**

- INOAC Water, Springfield, KY: 2016 Material Testing
- Hidden Creek Estates: Georgetown, KY Material Testing
- Somerset High School- Special Inspection and Material Testing
- St. Henry District High School, Erlanger, KY: Special Inspection and Material Testing
- KU EW Brown ABS Tank Project: Harrodsburg, KY: Material Testing





# THOROUGHbred ENGINEERING

502.863.1756

## Thaddeus Carter, S..I

### Title:

Senior Special Inspector

### Experience:

12 years

### Certifications:

- Radiation Safety & Nuclear Density Training Certified
- ICC, Reinforced Concrete, Spray Applied Fireproofing, Structural Masonry, and Soils Special Inspector
- ACI Concrete Field Grade I
- KRMCA Level II Concrete Technician
- NICET Level II Soils
- NICET Level II Asphalt
- NICET Level II Concrete
- NICET Level I Transportation Construction Materials
- PTI Level I UnBonded Post Tension
- KYTC Field: Grade & Drain II
- CSX Rail Safe Certified

Mr. Carter has 12 years of experience in the Civil Engineering field providing a wide range of services including Construction Engineering and Inspection (CEI), Special Inspections, Geotechnical Engineering, Construction Materials Testing, Pre-stress / Post-tensioning inspections, and material producer oversight. Mr. Carter has gained this experience working on projects varying from residential and commercial to industrial.

### EMPLOYMENT HISTORY

**SENIOR SPECIAL INSPECTOR, THOROUGHbred ENGINEERING: 2019 - PRESENT**

**SENIOR SPECIAL INSPECTOR, S&ME: 2014 - 2019**

**SPECIAL INSPECTOR, S&ME: 2009-2014**

**GEOTECHNICAL DRILLING ASSISTANT, S&ME: 2007-2009**

### KEY PROJECTS

#### **KENTUCKY PROUD PARK, UNIVERSITY OF KENTUCKY, 2017-2018**

Construction of a new 5,000 capacity baseball facility on the University of Kentucky Campus. Inspection efforts for included spray applied fireproofing including thickness, adhesion, and density of the fireproofing material; drilled shaft inspections; reinforced concrete including proper reinforcing steel alignment, type, and placement; concrete placement including formwork, placement, and curing; testing of engineered fill; reinforced masonry including proper reinforcing steel alignment, type, and placement.

#### **GATTON STUDENT CENTER, UNIVERSITY OF KENTUCKY, 2016-2017**

Renovation and expansion of the 378,000 square feet Student Center on the University of Kentucky Campus. Inspection efforts for included spray applied fireproofing including thickness, adhesion, and density of the fireproofing material; drilled shaft inspections; micro-pile inspections; reinforced concrete including proper reinforcing steel alignment, type, and placement; concrete placement including formwork, placement, and curing; testing of engineered fill; reinforced masonry including proper reinforcing steel alignment, type, and placement.

#### **KROGER FIELD RENOVATION AND EXPANSION, UNIVERSITY OF KENTUCKY, 2014-2015**

Renovation and expansion of the football stadium on the University of Kentucky Campus. Expansion included a new suite and press tower, addition of a variety of premium spaces and amenities, and expansion of team facilities inside the stadium. Inspection efforts for included spray applied fireproofing including thickness, adhesion, and density of the fireproofing material; drilled shaft inspections; micro-pile inspections; reinforced concrete including proper reinforcing steel alignment, type, and placement; concrete placement including formwork, placement, and curing; testing of engineered fill; reinforced masonry including proper reinforcing steel alignment, type, and placement.

### OTHER PROJECTS

- Champions Court I, University of Kentucky, 2012-2013
- South Hall, Eastern Kentucky University, 2012
- Shively Track & Field Renovation, University of Kentucky, 2011-2012
- Stratton Building Addition, Eastern Kentucky University, 2010-2011
- College of Pharmacy, University of Kentucky, 2009-2010



# THOROUGHbred ENGINEERING

**David Brunker, S.I.**

**Title:**

ICC Certified Special Inspector

**Experience:**

6 Years

**Specialties:**

- IBC Special Inspections
- Construction Materials Testing - Field and Laboratory
- Geotechnical Exploration

**Certifications and Training:**

- ICC, Soils Special Inspector
- ICC, Structural Masonry Inspector
- ICC, Reinforced Concrete Inspector
- ACI Grade I - Field Technician
- KCA Level II
- TROXLER Radiation Safety and Nuclear Density Training
- OSHA 10 Hour

Mr. Brunker is an experienced special inspector and materials testing professional. He has experience in the areas of Building Code Special Inspections, construction material testing, and geotechnical exploration. His day to day tasks at Thoroughbred include material and laboratory testing, special inspections, quality assurance, quality control and communication with project stakeholders - written and verbal. He is an ICC Special Inspector and has performed observations and inspection of earthwork, reinforcing steel, concrete, masonry and structural steel. David understands that there are many variables when it comes to producing a quality project. As a member of Thoroughbred's construction servers group, his main goal is to be a valued members of each project team and work to provide the end uses and owners with a quality project. Example projects include:

**ST. MATTHEWS CITY HALL & LIBRARY EXPANSION, LOUISVILLE, KY**

The City Hall and Library Expansion project is on-going and includes geotechnical inspections, earthwork construction, reinforced concrete construction, reinforced masonry construction, precast concrete construction and structural steel and bolting construction. David was lead project inspector for the project and work closely with Flynn Contracting for the site work and Sullivan-Cozart with the building construction tasks.

**ONEIDA BAPTIST INSTITUTE, ONEIDA, KY**

The projects included two, two story with basement dormitory buildings for the Baptists Institute. The project was design-build with The Walker Company and included geotechnical inspections, earthwork construction, reinforced concrete construction, reinforced masonry construction, precast concrete construction and structural steel and bolting construction.

**ST. HENRY DISTRICT HIGH SCHOOL, ERLANGER, KY**

The project is an approximate 30,000 sq. ft. addition to the existing high school. This includes a 652 seat theatre with gallery and orchestra levels. Art, band, and choral classrooms will be included as well as offices, a studio shop, conference, storage, and restrooms. The foundation system consists of continuous and column footings with reinforced concrete stem walls. Supporting the new roof system will be a combination of concrete masonry units (CMU) and pre-cast concrete walls with high strength steel columns.

**TVA GEOTECHNICAL EXPLOARTION (STANTEC)**

**DOUGLAS DAM, SEVIER COUNTY, TN**

**NOTTELY DAM, UNION COUNTY, GA**

**SOUTH HOLSTON DAM, SULLIVAN COUNTY, TN**

**WATAUGA DAM, CARTER COUNTY, TN**

David was an onsite and laboratory testing representative for these projects which included geotechnical drilling and sampling in the design development phase. Mud rotary drilling was utilized while SPT and Shelby Tube sampling were completed. Groundwater piezometers were installed for periodic monitoring. Drilling was ongoing for all of TVA's dams to build a complete soil and rock profile to inform them of the health of their dams.



# THOROUGHbred ENGINEERING

Servicing Kentucky, Indiana, Ohio and Tennessee  
502.863.1756

**John Siefke, C.W.I.**

**Title:**

**Senior Steel Inspector**

**Experience:**

**31 years**

**Special Qualifications:**

- Destructive Testing and Failure Analysis
- Quality Assurance
- Quality Control
- Supplier Evaluations
- Problem Solving Including Forming Limit Diagrams
- Metallurgical Evaluation
- 

**Education:**

- B.S. Metallurgical Engineering, University of Cincinnati, 1985
- 

**Certifications and Training:**

- AWS Certified Welding Inspector
- API 510 Inspector
- API 570 Inspector
- Level II NDT Certifications in UT, UTT, MT and PT by an approved ASNT Training Facility
- ICC Phase 1 for Steel and Bolting Inspector
- 

**Certifications and Training:**

- American Society for Metals (Past Board Member for Local Chapter)
- American Welding Society

Mr. Siefke has 31 years experience in various areas of leadership of quality assurance quality control testing and structural steel testing, commercial sales and applications engineering in the metal forming industry. John has served as Lead Technician on several large scale projects where his responsibilities included the coordination of field activities with the general contractor and subcontractors, and the scheduling of a team of technicians across multiple locations in multiple states. His responsibilities included all aspects of daily scheduling, quality review, report generation, billing summaries, coordination with client representatives and coordination with field and contractor personnel.

John's quality control testing responsibilities have included all aspects of structural steel inspection, and reinforcing steel verification for complex reinforced concrete structure. Example projects include:

**Pikeville Hospital MOB Expansion- Pikeville, KY (2011 to present, \$130,000,000)**

Mr. Siefke's responsibilities include, as the lead CWI, on-site structural steel inspection in accordance with the Kentucky Building Code, AWS D1.1, AISC and ASTM which includes inspection of full penetration welds, multiple pass welds 5/16- inch and greater, steel placement, bolted connections, and spray applied fire proofing inspection

**Applied Technical Services- Louisville, KY (home office Marietta, GA)(2010 to present)**

Performed visual inspections and thickness tests on above ground storage tanks, pressure vessels and pipe line systems to comply with OSHA 29 CFR 1910.119 for Process Safety Management of Highly Hazardous Chemicals at Lubrizol, Zeon Chemical, Momentive, Louisville Water Company, Ft Knox, Louisville Packaging and DuPont. Data was entered into a program (UltraPIPE) which calculates remaining life from design criteria and comprehensive reports were submitted.

Steel/Welding/other NDT Inspections: Sherman Minton Bridge, Big 4 Bridge, New Castle Elementary School, University of Louisville Equine Expansion, Regions Bank, Kroger, Saints Mary and Elizabeth Hospital Central Utilities Expansion, Bennett & Bloom Eye Care Center and Kentucky Urgent Care Facility.

**Cardinal Hill Hospital Expansion- Lexington, KY (2010)**

Mr. Siefke's involvement in this project began after the construction phase had begun due to his involvement in the Arena project. Upon taking over, his responsibilities included on-site structural steel inspection which included steel placement, bolted connections, full penetration welds, multiple pass welds 5/16- inch and greater and spray applied fire proofing inspection

**Louisville Downtown Arena (Yum Center)- Louisville, KY (2009/2010, \$238,000,000)**

Mr. Siefke is the lead AWS/CWI responsible for all structural steel placement verification, bolt tensioning, welding and non-destructive testing in accordance with approved drawings, state building codes (KBC), AWS D1.1, AISC and ASTM for the New Louisville Downtown Arena called the Yum Center.





COLTENG-01

ACARTER1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2018

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 have ADDITIONAL INSURED provisions or 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 certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lexington / AssuredPartners NL 2443 Sir Barton Way, Suite 400 Lexington, KY 40509	<b>CONTACT NAME:</b> Ashley Carter	
	<b>PHONE (A/C, No, Ext):</b> (859) 543-1716	<b>FAX (A/C, No):</b> (859) 543-1987
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Colt Engineering, Inc. DBA Thoroughbred Engineering Colt Exploration, LLC 146 South Broadway Georgetown, KY 40324	<b>INSURER A:</b> Westfield National Insurance Co	<b>NAIC #</b> 24120
	<b>INSURER B:</b> Kentucky Employers Mutual Insurance	<b>10320</b>
	<b>INSURER C:</b> US Specialty Insurance Co	<b>29599</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT AI, WOS, PNOC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CWP5290946	02/15/2018	02/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CWP5290946	02/15/2018	02/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP5290946	02/15/2018	02/15/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	408305	01/09/2018	01/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Pollution Liability			USS1829285	12/05/2018	01/09/2020	Incl Prof/\$2mil Agg \$ 1,000,000
A	<input checked="" type="checkbox"/> Leased & Rented			CWP5290946	02/15/2018	02/15/2019	Equipment \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

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 REPRESENTATIVE

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Colt Engineering, Inc.**

2 Business name/disregarded entity name, if different from above

**Thoroughbred Engineering**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☒ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**PO Box 481**

6 City, state, and ZIP code

**Lexington, KY 40588**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

4 7 - 2 2 6 9 7 8 2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► January 2, 2018

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**Thoroughbred Engineering - Proposal Acceptance Sheet**

Services Description	KBC Special Inspection and Materials Testing		
Project Name	Sebastian Elementary School Renovation		
Project Location	Jackson, Kentucky		
<b>CLIENT</b> - Thoroughbred will perform the services referenced in the Proposal for and charge the Invoice to the account of:			
Client Name			
Full Address			
Company Contact			
Telephone		Fax	
E-mail Address			

**PROPOSAL ACCEPTANCE & AUTHORIZATION TO PROCEED** Colt Engineering, Inc. (Thoroughbred) will perform services set forth in the Proposal referenced above, incorporated herein by reference (the Proposal) (collectively, the "Services") subject to the terms listed on this page and pages 2 through 4 hereof. For purposes herein, the term "Site" shall mean Project Location listed above. Proposals (and costs therein) shall be valid for no more than 90 days. Receipt by Thoroughbred of a signed Proposal Acceptance Sheet shall constitute the Client's Authorization to Proceed and agreement and acceptance of the terms hereunder.

**1. STANDARD OF CARE.** The Services will be performed in accordance with standards customarily observed by a firm rendering the same or similar services in the same geographic region during the same time period. Thoroughbred makes no warranties, express or implied, as to the Services performed hereunder except for the preceding sentence's warranty of compliance with generally accepted standards. Thoroughbred hereby fully and expressly disclaims any and all other warranties of any nature whatsoever, express or implied. During the Services, Thoroughbred will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, Client understands and agrees that invasive services, including, but not limited to, drilling, boring or sampling, may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise agreed in writing. The Services shall in no way be construed, designed or intended to be relied upon as legal interpretation or advice.

**2. RELATIONSHIP OF PARTIES.** Thoroughbred, its employees, agents, affiliates or subcontractors shall act solely as an independent contractor in performing the Services. Thoroughbred shall have no right or authority to act for Client and will not enter into any agreement in the name of or on behalf of Client unless otherwise agreed in writing. Nothing in these Terms & Conditions shall be construed to give any rights or benefits to any party other than Client and Thoroughbred. Unless otherwise authorized in writing by Thoroughbred, there are no intended third party beneficiaries to these terms and conditions or to any work product or services by Thoroughbred; Client is the sole intended and agreed beneficiary of Thoroughbred's services and work product. Client agrees that should Thoroughbred elect to grant reliance to a third party lender, the third party must first sign Thoroughbred's Reliance and Potential Conflict of Interest agreement.

**3. DOCUMENTS & CONFIDENTIALITY.** All documents including, but not limited to, drawings, specifications, reports, logs, field notes, lab test data, calculations, and estimates prepared by or for Thoroughbred in connection with the Services are instruments of service and shall be the sole property of Thoroughbred ("Work Product"); however, Client may request a copy for its exclusive use and Client further agrees that under no circumstances shall any document produced by Thoroughbred under this Agreement, be used at any location or for any project not expressly provided for in this Agreement without Thoroughbred's prior written permission. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of Thoroughbred. Work Product will not be disclosed by Thoroughbred to a third party without prior consent of Client except to the extent required to comply with a rule or regulation, court order, governmental directive, or professional or ethical standard or when such Work Product or portion thereof becomes available to the general public or is received by Thoroughbred from others who lawfully possess same. Client authorizes Thoroughbred to use and publish Client's name and general description of the Services in Thoroughbred's marketing materials. Thoroughbred has the right in its sole discretion, to dispose of or retain the documents. If Client requests documents in an electronic format, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by Thoroughbred remains the document of record.

Reliance upon the Services shall be limited to Client; any unauthorized release of Work Product is prohibited and Client agrees to indemnify, defend and hold Thoroughbred harmless from any and all claims or damages associated with the unauthorized release of Work Product to third parties. Notwithstanding the foregoing, any third party reliance expressly authorized by Thoroughbred and Client is subject to the limitation of liability and terms and conditions stated herein except as specifically agreed to in writing by the parties.



**4. Thoroughbred REPRESENTATIONS.** Findings and recommendations resulting from the Services are based upon information derived from Thoroughbred's on-site activities and other services performed hereunder; such information is subject to change over time. Certain indicators of hazardous substances, petroleum products or other deleterious constituents may have been latent, inaccessible, unobservable or not present during the Services, and Thoroughbred cannot represent that the Site is not affected by constituents or other latent conditions beyond those identified from the Services performed. Subsurface conditions throughout the Site may vary from data revealed from discrete borings, tests, assessments, investigations or other exploratory services; Thoroughbred's findings, recommendations and estimates are based solely upon data available to Thoroughbred at the time of the Services. Thoroughbred will not be responsible for a third party's interpretations or use of the data. Thoroughbred will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the Site. Should Thoroughbred provide observations or monitoring services at the Site at any time, Client agrees that Thoroughbred shall not be responsible for any working conditions or safety at the Site other than for its own staff during said observations or monitoring services. Any monitoring of a third party's or contractor's procedures does not include review of the adequacy of said contractor's safety measures in, on, adjacent to, or near the project.

**5. CLIENT REPRESENTATIONS.** Client understands the nature of Thoroughbred's presence on the Site and shall ensure that Thoroughbred's personnel and subcontractors have safe and reasonable access to the Site for the performance of the Services. Client shall furnish or cause to be furnished to Thoroughbred an accurate Site map and all information known or available to Client, including, but not limited to, past and current Site operations, subterranean structures, utilities, and the environmental condition of the Site (such as the identity, location, quantity, nature or characteristics of any hazardous or toxic materials on or near the Site). Thoroughbred may rely upon, but shall not be responsible for the accuracy of, any data provided by Client, Client's agent or any third party. Client shall immediately transmit new, updated or revised information as it becomes available during the Services. Client will secure all necessary approvals, permits, licenses and consents necessary to commence and complete the Services unless otherwise agreed in writing, and shall make any and all spill or release notifications that may be required by law.

**6. SUBTERRANEAN STRUCTURES, UTILITIES, WETLAND ISSUES.** Client is responsible for accurately providing the locations of all subterranean structures and utilities and potentially jurisdictional areas which may contain wetlands, endangered species habitat or cultural resources. Thoroughbred will take reasonable precautions to avoid damage or injury to subterranean structures or utilities and potentially jurisdictional areas identified to us. Client agrees to hold harmless and indemnify Thoroughbred for any claims, payments or other liability, including reasonable attorneys fees, for any damages to subterranean structures, utilities or potentially jurisdictional areas which are not (i) accurately identified by Client or others, (ii) accurately depicted on plans; or (iii) called to the attention of Thoroughbred prior to performing the Services, except to the extent that Thoroughbred has been contracted to locate sensitive areas on the site not identified or accurately located.

**7. INDEMNITIES.** Thoroughbred shall indemnify and hold Client harmless from and against any and all lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, to the extent the same arise from (i) a negligent breach by Thoroughbred of these terms & conditions; (ii) violation of law by Thoroughbred in performing the Services or (iii) negligent errors or omissions of Thoroughbred in performing the Services. Thoroughbred's total maximum aggregate liability (irrespective of the number of claims or claimants) under this indemnity to client or any third party shall be

limited by Client such that Thoroughbred's maximum liability to Client or any third party shall in no event exceed the amount set out in the paragraph entitled "risk allocation and liability limitation". Client agrees to release, defend, hold harmless and indemnify Thoroughbred from and against all further liability under the above indemnity including any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, by whomever asserted, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or Client's agent; (ii) violation of law or regulation by Client or Client's agent; (iii) Client or Thoroughbred's alleged involvement at the Site as an owner, operator, arranger, generator or transporter of hazardous substances or wastes; or (iv) inaccurate information provided by Client to Thoroughbred. Client understands the nature of invasive services which may involve drilling through varied soil and water substrata which may result in inadvertent and unavoidable cross-mingling of said strata and constituents therein; Client agrees to indemnify and hold harmless Thoroughbred should this occur to the extent not caused by the negligence of Thoroughbred, subject always in every respect to the limitation of liability set out in the paragraph below entitled "risk allocation and liability limitation".

**8. RISK ALLOCATION AND LIABILITY LIMITATION.**

The parties hereunder are aware and understand the risks and rewards associated with the Services, as well as Thoroughbred's fee for these Services. The Client acknowledges that without this limitation of liability Thoroughbred would not have performed the services and that both parties had the opportunity to negotiate the terms and conditions of this Agreement. The Client and Thoroughbred agree to allocate certain of the risks so that, to the fullest extent permitted by law, Thoroughbred's total maximum aggregate (irrespective of the number of claims or claimants) liability to Client and any third parties shall in no event exceed \$25,000 or the amount of Thoroughbred's fee, whichever is greater for any and all injuries, damages, claims, losses, or expenses (including reasonable attorneys' fees and expert witness fees) arising out of this agreement from any cause or causes. Such causes include, but are not limited to, Thoroughbred's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, indemnity obligations, or other acts giving rise to liability based upon contract, tort or statute except for the knowingly and intentionally wrongful misconduct of Thoroughbred. The limitation and Aggregate shall apply to all work for client by Thoroughbred irrespective of whether subsequent agreements contain this or a similar provision. The limit of liability set out above can be increased to a maximum of \$1,000,000.00 provided client so requests in writing at the time client authorizes Thoroughbred's services. that the Client agrees to pay an additional consideration of 10 percent (10%) of the total fee or \$5000.00, whichever is greater, The additional charge of 10% accounts for increased risk assumed and should not be construed as a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Thoroughbred from and against all liabilities in excess of the monetary limit established above. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Thoroughbred as a third-party defendant. For purposes of this paragraph, the term "parties" means the Client and Thoroughbred and their officers, directors, shareholders, employees, agents, affiliates, successors, assigns, and subcontractors. Both Client and Thoroughbred agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

**9. DISPUTE RESOLUTION COSTS.** In the event that Thoroughbred and Client find themselves in adversarial positions, and in the event of litigation, arbitration, or mediation in connection therewith, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due.

**10. MONITORING.** This paragraph applies in the event Thoroughbred is retained by Client to provide a Site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal. In this case, Thoroughbred will report observations and its professional opinions to the Client. No action of Thoroughbred or Thoroughbred's Site representative shall be construed as altering any contract between Client and third parties. The Thoroughbred representative has no right to reject or stop work of any Client agent; such rights are reserved solely for Client. Furthermore, Thoroughbred's presence on-site does not in any way guarantee the completion or quality of the performance of the work of any third party. Thoroughbred will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of any third party or any agent of the Client.

**11. SAMPLING OR TEST LOCATION.** Unless otherwise stated, the fees in the Proposal do not include costs associated with surveying of the site for the accurate horizontal or vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations only, unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

**12. WASTES; SAMPLES.** This paragraph applies in those instances where Services performed involve wastes or samples. Unless otherwise specified in the Proposal, proper disposition of any contaminated materials generated during the Services (including, but not limited to, waste materials, samples, produced soils or fluids, cuttings, or protective gear or equipment) is out-of-scope and shall require a written amendment by the parties specifying Client's choice of transporter and waste facility. In no event shall Thoroughbred be required to sign or certify a manifest, disposal ticket or like document relating to the transport or disposition of hazardous materials or hazardous waste. It is understood and agreed that Thoroughbred, in performing the Services, does not act as a generator, transporter, arranger, or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Client and Thoroughbred understand and agree that title to all foregoing samples and waste materials remains with Client. Laboratory or field equipment that cannot be decontaminated from hazardous constituents shall become the property and responsibility of Client, and Client shall reimburse Thoroughbred for its fair market value unless otherwise agreed in writing. Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of ordered analytical tests; other investigation-derived wastes will be disposed of within 60 days after submission of a final Thoroughbred report documenting the Services. At Client's written request, Thoroughbred will retain preservable test specimens or the residue therefrom at an agreed-to charge, and will use reasonable and common business efforts to retain such test specimens or samples but only for a mutually acceptable and agreed-to storage charge and period of time. Client agrees that Thoroughbred is not responsible or liable under any circumstance or in any event to Client or any third party for any loss of test specimens or samples retained in storage, Client waiving all claims in connection therewith and agreeing to indemnify Thoroughbred in connection therewith.

**13. DELAYS; CHANGED CONDITIONS.** If Services cannot be performed on or before the projected due date because of circumstances beyond the reasonable control of Thoroughbred, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, access limitations, health and safety risks, governmental action, third party action or Client action or omission, or criminal acts by non-Thoroughbred persons or entities, or acts of war, terrorism, or the public enemy, the Services shall be amended by Client and Thoroughbred in accordance with paragraph 19. In the event Site conditions change materially from those observed at the Site or described to Thoroughbred at the time of Proposal, Thoroughbred and Client shall execute a written change order evidencing equitable adjustments to the Proposal and Project Cost; Client understands that said changed conditions may delay, postpone or suspend the Services until such time as Services and the Project Cost are amended. In the event a timely and equitable change order cannot be negotiated by the parties, Thoroughbred, at its discretion, may terminate its Proposal, Services, and agreement with Client.

**14. DISCOVERY OF HAZARDOUS MATERIALS.** Client represents that it has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed Thoroughbred of Client's findings relative to the possible presence of such materials. Hazardous materials may exist where there is no reason to believe they could or should be present. Thoroughbred and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Proposal or termination of the Services. Thoroughbred and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Thoroughbred to take immediate measures to protect health and safety of its personnel. Client agrees to compensate Thoroughbred for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Thoroughbred agrees to notify Client when unanticipated or suspected hazardous materials are encountered. Client shall make any and all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Thoroughbred harmless for any and all consequences of disclosures made by Thoroughbred that are required by governing law or ethical canon. In the event the Site is not owned by the Client, Client shall be responsible for informing the Site owner of the discovery of unanticipated or suspected hazardous materials. Notwithstanding any other provision of the Agreement, Client waives any claim against Thoroughbred and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold harmless Thoroughbred from any claim, liability, and defense costs for injury or loss arising from Thoroughbred's discovery and disclosure or reporting of unanticipated or suspected hazardous materials, including, but not limited to, any project delay costs and any costs associated with possible reduction of the Site's value.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by applicable law, for separate and valuable consideration of the promises contained in this environmental indemnity language (which is a valuable and fundamental inducement to Thoroughbred to provide services to Client), Client agrees to defend, hold harmless, and indemnify Thoroughbred from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by Thoroughbred's negligence or willful misconduct (such exception being always subject to the "Risk Allocation and Liability Limitation" provision set out elsewhere herein), resulting from:

a) Client's violation of any federal, state, or local statute regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;

b) Client's undertaking of or arrangements for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at a site;

c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during, or after the completion of Thoroughbred's services;

d) allegations that Thoroughbred is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to Thoroughbred's services; or

e) any third party suit or claim for damages against Thoroughbred alleging strict liability, personal injury (including death) or property damage from exposure to or releases of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of Thoroughbred's services under this Agreement.

The obligations of this paragraph are in addition to (and not in the place of) any other Client indemnity obligations herein. Nothing herein shall operate to increase the limitation of liability set out elsewhere herein.

**15. MONITORING WELLS.** Client will take custody of all monitoring wells and probes installed as part of the services provided by Thoroughbred Engineering and will take any and all necessary steps for the proper maintenance, repair or closure of such well or probes at Client's expense.

**16. TERMINATION.** Client or Thoroughbred may terminate a Proposal, the Services or this Agreement upon seven (7) days written notice should the other party fail substantially to perform in accordance with these Terms & Conditions through no fault of the terminating party or if the Client suspends the Services for more than three (3) months. Further, Thoroughbred may terminate Services as described in the Proposal Acceptance Sheet hereunder. Client shall compensate Thoroughbred for Services performed up to the date of receipt of termination plus any and all reasonable costs incurred in terminating the Services in accordance with Thoroughbred's current fee schedule, including, but not limited to, the cost of completing analyses, records, and reports necessary to document project status at the time of termination.

**17. ASSIGNMENTS.** Neither these Terms & Conditions nor any interest, claim or obligation hereunder shall be assigned or transferred by Client to any party or parties without the prior consent of Thoroughbred. Nothing herein shall prevent Thoroughbred from using Thoroughbred's subcontractors to assist in performing the Services.

**18. NON-WAIVER; INVALIDITY.** In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provision of these Terms & Conditions. Failure or delay in exercising any right, power or remedy under these Terms & Conditions shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be

deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. These Terms & Conditions may be executed via fax or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.

**19. APPLICABLE LAW; VENUE; SURVIVAL.** The services, proposal and these terms & Conditions shall be governed by and construed according to the laws of the state corresponding to the location of the soliciting Thoroughbred office (as identified on the Proposal Acceptance Sheet). Venue for any legal action hereunder shall be in the same said location. Paragraphs 3, 7 and 8 will survive termination of this Agreement for any cause.

**20. PRECEDENCE; AMENDMENTS.** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and amongst Client and Thoroughbred with respect to the matters contained herein. These Terms & Conditions herein may be amended only by an agreement signed by both Thoroughbred and Client.

**21. CONTINUING AGREEMENT.** The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Thoroughbred provides services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations of liability established under the Agreement apply to such Services as if the parties had executed an amendment.

**22. Conflict of Interest.** Thoroughbred will advise the client of any existing or potential conflicts of interest which are discovered during the performance of services under this agreement. All parties agree that Thoroughbred may discontinue its services in accordance with the "Termination" provision set out elsewhere in this agreement in the event a material conflict of interest is discovered or becomes evident.

23. **PAYMENT TERMS:** Thoroughbred will be compensated for performing the Services in accordance with the Proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of Thoroughbred's invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent (1.5%) (but not to exceed the maximum applicable legal rate) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. The Client shall notify Thoroughbred within 10 days of receipt of Thoroughbred's invoice should the invoice contain charges the Client intends to dispute. Client agrees to pay any and all collection costs on overdue invoices, including reasonable attorneys' fees. Client further agrees that Thoroughbred has the right to suspend or terminate the Services in Thoroughbred's sole discretion if undisputed charges are not paid within 45 days of receipt of Thoroughbred's invoice and agrees to waive any and all claims against Thoroughbred and to indemnify, defend and hold Thoroughbred harmless from and against any claims arising from Thoroughbred's suspension or termination due to Client's failure to provide timely payment. Client agrees that all documents of any nature furnished to Client or Client's agents or designees in connection with the Services, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Print or Type Client Name:

---

Signature of Authorized Representative:

---

Print or Type Name of Authorized Representative and Title:

---

Exceptions to Proposal:

---

---

---

---

---

---