

LE Gregg
ASSOCIATES

Since 1957

Proposal for:

Materials Testing and Special Inspections

JEFFERSON ELEMENTARY

Henderson County



GEOTECHNICAL, ENVIRONMENTAL & MATERIALS ENGINEERS

TABLE OF CONTENTS

Cover Letter

3

Statement of Qualifications

Relevant Experience & References

5-7

Our Team

8

Firm Profile

10

Proposal

Scope of Work

13-4

Lump Sum Fee

15-7

Unit Rate Sheet

19



March 10, 2020

Superintendent Marganna Stanley
Henderson County Board of Education
1805 2nd Street
Henderson, KY 42420

RE: Request for Proposal
Special Inspections and Construction Material Testing Services

Ms. Superintendent Marganna Stanley,

L.E. Gregg Associates has over 60 years of experience in the industry. We have completed projects all over the United States including many in Pennsylvania, Indiana, Ohio, West Virginia, Tennessee, Illinois, Virginia, and throughout the State of Kentucky. We are pleased to submit our proposal for special inspections and constructions material testing services. Our knowledge and experience from working in the region offers the best and most cost-effective services possible.

Why Choose L.E. Gregg?

- Highly qualified and fully accredited in-house laboratories operated by experienced geologists and staff, offering AASHTO/Certification, KYTC pre-qualification and Army Corps of Engineers pre-qualification. We are also one of the only laboratories in Central Kentucky certified for Concrete Masonry Unit (CMU) testing.
- Our engineering team has completed hundreds of subsurface investigations, construction phase inspections, and materials testing over the last five years. Some of these projects include: 9 high schools, and 19 primary schools, 19 postsecondary buildings and/or student housing structures, 1000's of warehouses and commercial and manufacturing buildings, 1000's of residential buildings, 12 water treatment plants, waste water plants and dams and 26 hospitals additions and medical buildings.
- Our team quickly responds with solutions to issues that commonly occur during the design and construction phases of a project and have the flexibility to find a cost-effective solution.

On behalf of L.E. Gregg Associates, we thank you for the opportunity to display our experience and the capabilities we can bring to bear. We look forward to the opportunity to provide superior engineering services on many future projects.

Sincerely,
L.E. GREGG ASSOCIATES

Jason Ainslie, P.E.
President



STATEMENT OF QUALIFICATIONS



FREDRICK DOUGLAS HIGH SCHOOL

Fayette County Public Schools



FAYETTE COUNTY PUBLIC SCHOOLS

\$192,000
Project Fees

SERVICES



Owner Representative
Bill Wallace (RET)
(859) 381-3829

2014 - 2016

The new Fayette County High School #6 (Fredrick Douglas High School) off Winchester Road consists of a 280,000 square-foot structure, athletic fields and complexes as well as parking and drive areas which accommodates 1,800 students. L.E. Gregg completed the subsurface investigation in two phases. The first phase included five boring locations to determine the general soil and rock characteristics of the site and aid the design team in site development. The second phase of the project included an additional thirty

structural and site borings which were used by the design team to develop the final plans. L.E. Gregg also provided construction phase inspections which including soil, reinforced concrete, reinforced masonry, structural steel, wood framing, and firestop inspections to comply with the Kentucky Building Code as well as project plans and specifications.



GREAT CROSSINGS HIGH SCHOOL

Scott County Schools



\$140,000
Project Fees

2017 - 2019

SERVICES



Owner Representative

Billy Parker, Facilities Director
Scott County Schools
(502) 570-3019
billy.parker@scott.kyschools.us

L.E. Gregg was involved from ground up through complete construction of this \$90 million-dollar project. The new school was built with space for over 1,900 students.

Our geotechnical engineer performed site and subsurface investigations on the foundation and earthwork. This project also requested a design for a radon mitigation system utilizing established sub-slab depressurization techniques.

Construction phase inspections included soil, reinforced concrete, reinforced masonry, structural steel, wood framing, and firestop inspections to comply with the Kentucky Building Code as well as project plans and specifications.

The geothermal well excavations were observed and inspected on a periodic basis during the course of the drilling process. Engineering Representatives observed and performed testing for asphalt and sidewalks.



MILLARD ELEMENTARY SCHOOL

Pike County Schools



\$144,000
Project Fees

2016-2017

SERVICES



Owner Representative
Reed Adkins, Superintendent
606 433-9200
reed.adkins@pike.kyschools.us

L.E. Gregg performed construction phase inspections included soil, reinforced concrete, reinforced masonry, structural steel and wood framing to comply with the Kentucky Building Code as well as project plans and specifications.

Our Premier Firestop Inspector observed and tested fire-resistant joints & penetrations in ensure they comply with general accor-

dance with Chapter 17 of the 2013 KBC, corresponding ASTM standards for Firestop Inspection, and project plans and specifications.

OUR TEAM



JASON AINSLIE, PE

**President &
Principal Engineer**
19 Years Experience



ROBERT LYONS

**Project Manager
& Estimator**
35 Years Experience



MIKE PIERCE

**Certified Welding Inspector
& Engineering
Representative**
28 Years Experience



DANIEL BOWLES

**ICC Master Inspector
& Engineering
Representative**
13 Years Experience

RECENT EXPERIENCE

**Athens Boonsboro
Elementary School**
Georgetown, KY
2018-2019

Great Crossing High School
Georgetown, KY
2017-2019

**Creekside Elementary
School**
Georgetown, KY
2018 -2019

**UK College of Medicine
Renovation Firestop**
Lexington, KY
2017-2018

**UPike Health Professional
Education Building**
Pikeville, KY
2015-2018

**Scott County Middle and
Elementary School**
Georgetown, KY
2017

Millard Elementary School
Millard, KY
2016-2017

**Fredrick Douglas High
School FCHS #6**
Lexington, KY
2014-2016

Jessie Clark Middle School
*Fayette County Public
Schools; Lexington, KY*
2012-2013

Glendover Elementary School
*Fayette County Public
Schools; Lexington, KY*
2012-2013

Highland Elementary School
Stafforsville, KY
2012

Belfry High School
Belfry, KY
2010



PROFILE





L.E. Gregg Associates, headquartered in Lexington, Kentucky, was founded in 1957 to provide engineering and materials testing services. Originally, the firm's expertise primarily included highway design, construction and testing. Since then, our firm has become well known for geotechnical investigations, materials testing and special inspections for a variety of markets including commercial, industrial and public/municipal facilities.

Our in-house soils and concrete laboratories are run by a professional geologist, Mrs. Megan Cleinmark, PG, who has 9 years of experience. The L.E. Gregg concrete and masonry lab is certified bi-annually by the Cement and Concrete Reference Laboratory (CCRL) and the soils and aggregate lab is certified bi-annually by AASHTO re:source. We are also currently one of two labs in Kentucky, and the only for Central and Eastern Kentucky, that are CCRL certified for ASTM C140 which is the compressive strength and absorption of concrete masonry units (CMU). L.E. Gregg is KYTC pre-qualified for geotechnical, environmental, and construction testing services. L.E. Gregg is also U.S. Army Corps of Engineers certified for Aggregate, Concrete, Masonry and Soil Testing.

We provide the specialized expertise needed to complete a successful project. We pride ourselves in delivering exactly what our clients need, whether taking a simple nuts and bolts approach or using innovative, and cutting-edge technologies to create necessary efficiencies.

QUICK FACTS

1 Our team is comprised of highly experienced professionals and dedicated support staff.

2 We offer our clients open communication and streamlined project management techniques.

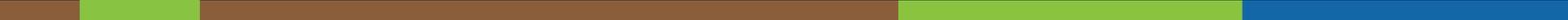
3 We strive to consistently exceed our client's project expectations.

4 Our team is committed to seeing your project through and addresses challenges head-on.

5 We have built positive relationships with contractors by defining our relationship expectations, communicating clearly and honestly, and being accessible to help them meet time-lines and milestones.

L.E. Gregg Associates is often brought onto a project team when technically challenging operational or repair issues arise.

Over the past 60 years, we have developed a reputation for providing reliable and trustworthy engineering services to our clients.



PROPOSAL

March 10, 2020

Superintendent Marganna Stanley
Henderson County Board of Education
1805 2nd Street
Henderson, KY 42420

Re: Proposal for: Material Testing *and* Special Inspections
Jefferson Elementary School (C20-027)
800 S. Alves Street, Henderson, KY 42420

Ms. Superintendent Marganna Stanley,

L.E. Gregg Associates is honored to provide this special inspection *lump sum proposal*, based upon the Jefferson Elementary School (800 S. Alves Street) – RFP, constructions plans, dated October 21, 2019 and geotechnical report dated February 11, 2019, Addenda 1-5 for providing for providing material testing *and* special inspections in Henderson, KY.

L.E. Gregg has worked with clients, to build relationships since 1957 through responsiveness, honesty and integrity. Our reputation and quality work results in clients knowing we are trustworthy, and the project is streamlined. No project is too small or too large, they receive the same level of professional service. The scopes of services that can be provided are listed below:



PROJECT DESCRIPTION

The project site is located 800 S. Alves Street, Henderson KY and will be comprised of new construction. These special inspection services are intended to comply with Chapter 17 of the Kentucky Building Code (KBC), project specifications, and the project plans, as listed below. L.E. Gregg has experience with the requirements of the applicable sections of the KBC and the project

plans and specifications and can provide qualified personnel to perform these services.

SCOPE OF SERVICES: The following services that are expected with the project are as follows:

Soil Construction/ Undercut (KBC 1705.6)

1. Monitor proof-rolling of the exposed soils after the site has been stripped to locate areas which may require undercutting.
2. Perform Nuclear Density Testing and observe proof-rolling of the soil fill.
3. Monitor any undercutting operations to determine when the acceptable materials are exposed.

Concrete Construction (KBC 1705.3)

1. Perform observations of reinforcing steel and placement for foundation construction.
2. Sample and perform tests on plastic concrete in the field which includes slump, air content, temperature, and other tests required by the project specifications.
3. Construct 4 x 8-inch specimens for compressive strength testing.
4. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased.
5. Verify use of required design mix.
6. Inspect formwork for shape, location and dimensions of the concrete member being formed.

Foundation Construction (KBC 1704.7)

1. Monitor any undercutting operations to determine when the acceptable materials are exposed.
2. Perform dynamic cone penetrometer (DCP) tests, as access and safety permits, on the bearing soils within excavated footings at a rate of 1 test per 20 linear feet and/or 1 per column footing.
3. Probe bearing soils in between DCP test locations to check if soils are suitable for the design bearing capacity.

Masonry Construction (KBC 1705.4)

1. Observe the consistency of site-prepared mortar, placement of masonry units and the construction of mortar joints and location of reinforcement and connectors.
 2. Continuous observation of the placement of grout.
 3. Observe construction of structural elements; to verify proper size, grade and type of reinforcement and protection of masonry during cold weather or hot weather.
 4. Observe construction to verify type, size grade and location of anchors.
 5. Observe preparation of required grout specimens and/or mortar specimens.
-

Structural Steel (KBC 1705.3)

1. Perform a fabricator shop inspection to verify that the fabricator maintains detailed fabrication and quality control procedures. L.E. Gregg will also verify the work procedures are being performed in accordance with the approved documents. (KBC Chapter 17, Section 1704.2)
2. Perform field inspections to verify the steel framing is in compliance with the approved documents.
3. Perform field inspections of single-pass fillet welds 5/16" or less for each connection and floor and deck welds in the field as required to conform to AWS D1.1.
4. Perform field inspections of high strength bolted connections and field inspection of slip-critical connections. L.E. Gregg will observe a minimum of 10 percent of the bolts for proper torque with a calibrated torque wrench.
5. Perform field inspections of complete and partial penetration groove welds and for multi-pass and single pass fillet welds 5/16" or greater and floor and roof decking welds. L.E. Gregg will also provide (as required) nondestructive testing for the complete penetration welds.
6. Perform Steel frame joint observation and testing for bracing and stiffening, member locations and application of joint details for each connection.

Seismic & Vibration Control

1. Observe and verification of Seismic and Vibration Control provided for MEP & HVAC as per specifications.

Cold Form Steel Light Frame (KBC 1705.10.2)

1. Perform a fabricator shop inspection to verify that the fabricator maintains detailed fabrication and quality control procedures. L.E. Gregg will also verify the work procedures are being performed in accordance with the approved documents. (KBC Chapter 17, Section 1704.2) unless fabricator is approved in accordance with KBC Section 1704.2.2
2. Perform field inspections to verify the Cold Form Metal framing is in compliance with the approved documents, bracing, metal gauge, yield strength, screw size and penetration.

Fire-Resistant Penetrations and Joints (KBC 1705.16)

1. Perform inspections in accordance with ASTM E 2174 and E 2393 for each type of penetration.
2. Provide daily inspection reports for each location.
3. All penetrations will be compared again either the tested and listed assembly type or the manufacturer's installation procedures.

Not Included:

- 1) No Ram Aggregate Piers (*installed by others, per phone call to Teresa w/Hodge on 02-20-2020*)
 - 2) No Fill Below Building Pad (*installed by others, per phone call to Teresa w/Hodge on 02-20-2020*)
 - 3) No Alternates (*1-8, not applicable*)
-

CONTRACTOR RESPONSIBILITIES

Contractor is responsible to ensure L.E. Gregg (Special Inspector) is present for all work requiring special inspection and material testing. Any work that requires special inspection and is performed without the Special Inspector being present, could result in the work being reconstructed.

SIGNAGE

In addition, L.E. Gregg respectfully requests to place a sign on the jobsite, stating “Special Inspections provided by L.E. Gregg”, with our company information and logo. L.E. Gregg will provide this sign at no cost and will install, and reclaim at the end of the project, at designated area approved by design team, unless local ordinances or codes do not permit.

PROJECT APPROACH

A careful review of the construction documents and the sequencing of tasks has been a touchstone in determining L.E. Gregg’s approach to providing the special inspections and materials testing for the Jefferson Elementary School project. In determining both the scope and the appropriate staffing levels, we are basing our proposal off the following:

- Activities requiring L.E. Gregg observation will be **155** working days onsite for personnel.
- The installation of ram aggregate piers will be by others per Teresa with Hodge (02-20-2020).

Accordingly, we have prepared our proposal:

- Field Representative on site for **155** days
- Certified Welding Inspector for **11** days
- Ultrasonic testing of moment welds: **3** day
- IFC Certified Firestop Inspector: **4** days
- **63** sets of five (5) 4” x 8” concrete cylinders
- Project management
- Professional engineering
- Laboratory services (proctors, compressive testing of concrete & grout)
- All mileage, oversight and other administrative costs

Note: for a detailed listing of scope per structure please see the scope breakdowns below.

875 Total Hours

826 Technician hours

49 Professional services hours

\$79,490.00 Dollars – **Lump Sum Total • Special Inspections and Materials Testing**

The services include the preparation and distribution of reports associated with the field and laboratory services. Should unanticipated services be required that have not been quoted or additional onsite time resulting in soil conditions, weather or means & methods, these will be performed at mutually agreed or unit prices, as per the RFP request.

SCHEDULING

L.E. Gregg will provide personnel for this project at the request of your representatives and requests a 24-hour notice prior to providing on-call personnel to enable work to be scheduled efficiently. L.E. Gregg's contact person for scheduling is:

Ms. Michelle Pennington
mpennington@legregg.com
859-252-7558 (office)
859-559-7308 (cell) text/voice

AUTHORIZATION

Please refer to the attached document for L.E. Gregg's terms and conditions.

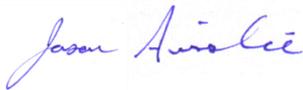
L.E. Gregg Associates shall reserve full rights for use of the project for marketing purposes. This includes, but is not limited to, publication in mass media and trade publications, submissions to awards programs, and inclusion in L.E. Gregg Associates' marketing materials and website. Project location, budgets, and client identity will be withheld at the client's request

If this proposal and the terms and conditions meet with your approval, please so indicate by signing and returning one (1) copy to L.E. Gregg's office. This will act as authorization to proceed with personnel and equipment in accordance with your request and time schedule. Also, signature on the acceptance as a representative of the company indicates that you and the authorizing company are responsible for payment in full for the services rendered.

If you have any questions concerning this proposal, please feel free to contact us. We look forward to working with you on this project.

Respectfully,

L.E. Gregg Associates



Jason Ainslie, P.E.
President



Robert E. Lyons
Project Manager



Monica King
Marketing Director



Chris Sanders
Firestop

The **lump sum proposal** total for this project is **\$79,490.00** dollars. This estimate is based on the construction documents, RFP, geotechnical report and construction schedule.

Special Inspections & Material Testing · Jefferson Elementary School	
Jefferson Elementary School 800 S Alves Street · Henderson, KY 42420	Hrs./Days (estimated)
Civil/Site (Materials Testing)	\$9,320.00
Grading/Soil (<i>Undercut, Lifts/Proof-Rolls, Densities</i>) – 5 days/ohrs @ \$45.00/hr.	\$1,350.00
Sidewalks (<i>Proof-Roll, Subgrade prep, Density</i>) – 8 days/5hrs @ \$45.00/hr.	\$1,800.00
Utilities Storm, Sanitary, Backfill) – 8 days/5hrs @ \$45.00/hr.	\$1,800.00
Parking (<i>Proof-Roll, Subgrade prep, Density</i>) – 2 days/5hrs @ \$45.00/hr.	\$450.00
Asphalt (<i>Temps, Densities, Tons</i>) – 8 days	\$3,420.00
Nuclear Gauge Equipment Fee – 10 days @ \$50.00/day	\$500.00
Building (Special Inspections)	\$39,753.00
Soils (<i>Undercut, Subgrade, Densities, Proof-roll</i>) – 3 days/6hrs @ \$45.00/hr.	\$810.00
Footings (<i>DCP's, Re-steel, Concrete</i>) – 18 days/6hrs @ \$45.00/hr.	\$4,860.00
Masonry (<i>Mortar, Re-steel Vert/Horiz, Grout</i>) – 52 days/5.5hrs @ \$45.00/hr.	\$12,870.00
Stem Wall/Elevator Pit (<i>Re-steel, Concrete</i>) – 12 days/ohrs @ \$45.00/hr.	\$2,970.00
Grade Beam (<i>Re-steel, Concrete</i>) – 10 days/5.5hrs @ \$45.00/hr.	\$2,475.00
Concrete Slabs/Non-shrink Grout (<i>Proof-roll, Subgrade, Re-steel</i>) – 5 days	\$2,813.00
Floor Flatness Equipment Fee – 2 trips/Technician	\$1,600.00
CWI (<i>Framing, Welds, Moments, Bolts, Anchors, Decking</i>) – 11 days @\$70.00/hr.	\$5,635.00
UT Non – Destructive Testing / 3.5 days	\$2,300.00
Firestop – 4 days	\$2,880.00
Cylinder Pickups – 4 days/3hrs @ \$45.00/hr.	\$540.00
Laboratory Testing	\$9,615.00
Concrete cylinders – 63 sets @ \$55.00/set	\$3,465.00
Grout Prisms – 52 sets @ \$100.00/set	\$5,200.00
Non-Shrink Grout Prisms – 3 sets @ \$100.00/set	\$300.00
Mortar Prisms – 1 sets @ \$120.00/set	\$120.00
CMU Block Verification – 1 set @ \$400.00/set	\$400.00
Proctor classification (Soil) – 1 set @ \$130.00/set	\$130.00
Professional Services	\$20,802.00
Principal Engineer - 5 hours @ \$120.00/hr.	\$600.00
Project Engineer – 6 hours @ \$85.00/hr.	\$510.00
Clerical - 4 hours at \$40.00/hr.	\$160.00
Project Manager - 34 hours at \$70.00/hr.	\$2,380.00
Travel Charges - 155 trips R/T @ \$0.60 /mile	\$17,152.00
Lump Sum Total:	\$79,490.00

Date:	
L.E. Gregg Associates (hereafter "L.E. Gregg")	Client Name: Henderson County Board of Education (hereafter "Client") Superintendent Stanley
Address: 2456 Fortune Drive Suite Lexington, KY 40509	Address: 1805 2nd Street Henderson, KY 42420
Telephone: 859-252-7558 Fax: 859-255-0940	Telephone: 270-831-5000
<u>PROJECT</u>	
Jefferson Elementary School (800 S Alves Street · Henderson, KY)	
SERVICES TO BE RENDERED	
Special inspections and materials testing per IBC Chapter 17 and KBC 2012 Chapter 17, as listed in the attached proposal.	
Lump Sum Total: \$79,490.00	Expires: Ninety (90) Days from the date of the proposal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

Client: _____ L.E. Gregg Associates

By: _____ (Signature) By: _____ (Signature)

(Print Name and Title) (Print Name and Title)

Date: _____ Date: _____

Client's DIGITAL signature to be treated as original signature.

Based upon the anticipated duration of the project, invoices will be submitted at the first of each month for the services performed during that period.

Attachments: Unit Fee Schedule
Proposal Acceptance Sheet
Terms and Conditions



2020 Unit Rate Schedule

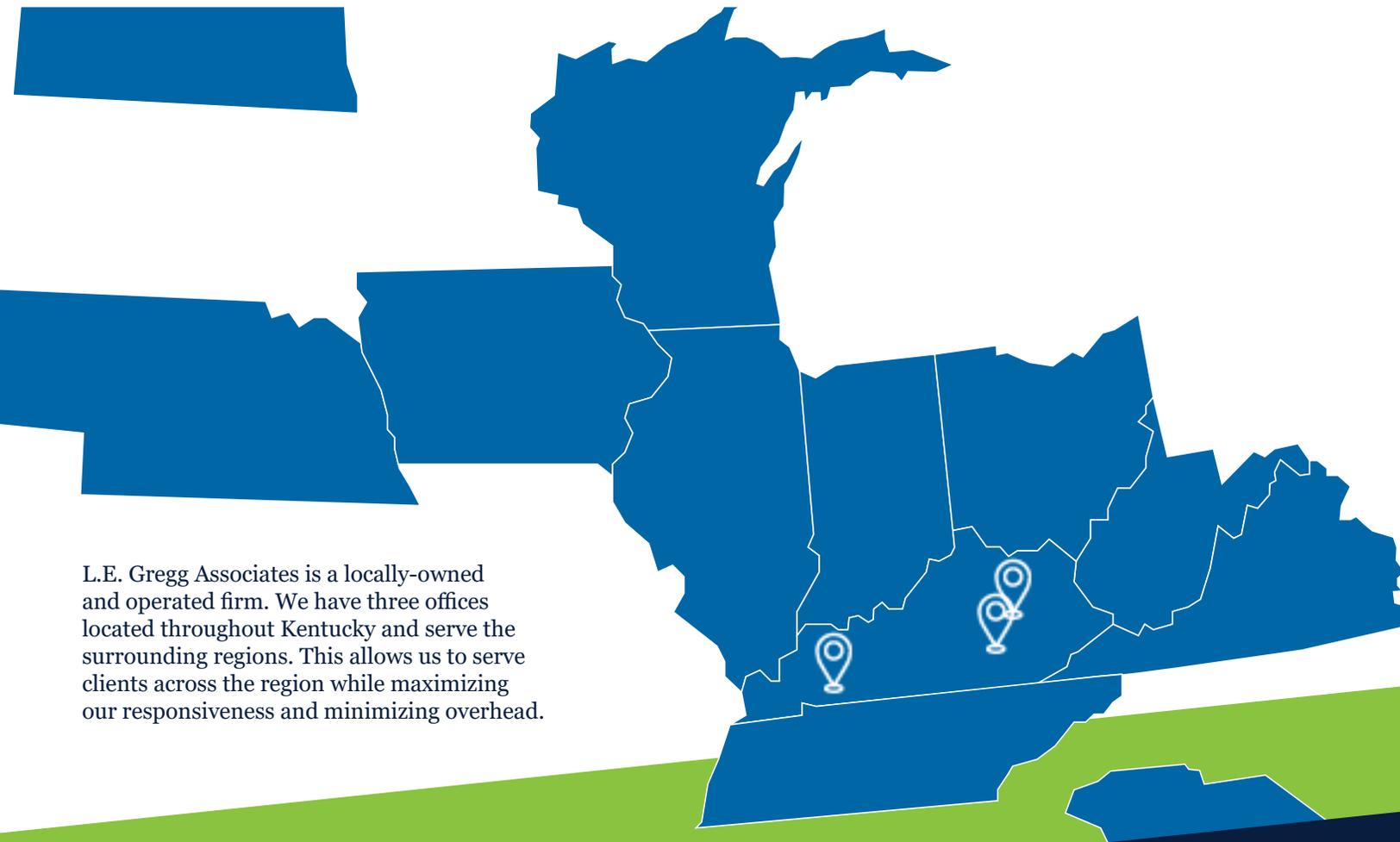
<u>Professional Services</u>	<u>Unit Rate</u>
Geotechnical Technician , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour	\$ 45.00*
Senior Geotechnical Technician , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour	\$ 60.00
Structural Steel/Certified Welding Inspector , as required by the building code, portal to portal, regular time, per hour.....	\$ 70.00
Certified Firestop Inspector , as required by the building code, portal to portal, regular time, per hour.....	\$ 80.00
Clerical , per hour	\$ 40.00
Project Manager , per hour	\$ 70.00
Senior Project Manager , per hour.....	\$ 100.00
Project Engineer , per hour.....	\$ 85.00
Principal Engineer , per hour	\$ 120.00
Overtime (To be billed at 1.5 times the unit rates quoted above for any time in excess of 8hrs/day, weekend, or holiday work.....)	1.5 x unit rate

* 3 Hour minimum may apply

<u>Lab Fees, Transportation, and Expenses</u>	<u>Unit Rate</u>
Mileage Charge*	\$ 0.60 /mile
*Travel time will be billed in addition to mileage charges at the applicable unit rate listed above	
Per Diem (If overnight stay is required).....	\$ 190.00
Compressive Strength Concrete Cylinders , each.....	\$ 11.00
Compressive Strength Concrete Cylinders by others , each.....	\$ 16.00
Compressive Strength Grout 4x8 Prisms , each.....	\$ 25.00
Compressive Strength Mortar Cubes , each.....	\$ 20.00
Moisture Content of Soils and Visual/Manual Classification, each.....	\$ 12.00
Atterberg Limits (LL, PL, and PI), each.....	\$ 60.00
Particle Size Analysis of Soil Suite, includes 3 items below,	\$ 140.00
1. Washed Sieve Analysis	\$ 45.00
2. Hydrometer	\$ 45.00
3. Specific Gravity	\$ 50.00
Soils Finer than #200	\$ 45.00
Floor Flatness Profiler Equipment (Actual Cost plus 15 percent)	
Standard Proctor	\$ 130.00
Modified Proctor	\$ 145.00
CBR, two points	\$ 200.00
Coring Machine Rental , per day (Generator may be required at cost +15%)	\$ 350.00
Nuclear Density Gauge , for Compaction Testing, per day	\$ 50.00

Effective March 7, 2018

SERVING KENTUCKY & SURROUNDING REGIONS



L.E. Gregg Associates is a locally-owned and operated firm. We have three offices located throughout Kentucky and serve the surrounding regions. This allows us to serve clients across the region while maximizing our responsiveness and minimizing overhead.

OFFICE LOCATIONS

Headquarters / Lexington

2456 Fortune Drive, Suite 155
Lexington, KY 40509
(859) 252-7558
Fax (859) 255-0940

Somerset

516 Monticello Street, Unit 4
Somerset, KY 42501

Hopkinsville

1091 Skyline Drive
Hopkinsville, KY 42240
(270) 874-2606



**GEOTECHNICAL, ENVIRONMENTAL
& MATERIALS ENGINEERS**

LEGregg.com

TERMS AND CONDITIONS

1. SCOPE OF WORK

L.E. Gregg Associates (L.E. Gregg) 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). L.E. GREGG 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 and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to L.E. GREGG 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 L.E. GREGG that it has the authority and permission of the owner and occupant of the site to grant right of entry to L.E. GREGG.

3. PAYMENT TERMS

L.E. GREGG will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to L.E. GREGG payment is due within fourteen (14) days of invoice receipt, regardless of whether the 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 principles 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, L.E. GREGG 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 L.E. GREGG to Client. Client agrees to give L.E. GREGG written notice of any breach or default under this section and to give L.E. GREGG a reasonable opportunity to cure such breach or default, without the payment of additional fees to L.E. GREGG, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

L.E. GREGG maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. L.E. GREGG has insurance coverage under general liability, property damage, and professional liability, which L.E. GREGG deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. L.E. GREGG may provide additional insurance coverage beyond stated limits at the

Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit L.E. GREGG will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit L.E. GREGG'S liability to Client or any other party using or relying on L.E. GREGG'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in L.E. GREGG'S performance, or other legal theory such that the total aggregate liability of L.E. GREGG to all those named shall not exceed a maximum limit of \$25,000 or L.E. GREGG'S project fee for the services rendered on this project, whichever is less.

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 L.E. GREGG determines there may be a significant risk that L.E. GREGG'S fees may not be paid on a timely basis, L.E. GREGG may suspend performance and/or retain any reports, work products, or other information until Client provides L.E. GREGG 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 seven (7) calendar 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, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal, or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of L.E. GREGG.

9. SAFETY

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

10. CONFLICTS

Should any element of the Terms and Conditions be 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, legal or otherwise, may be brought against *L.E. GREGG* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *L.E. GREGG* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *L.E. GREGG*'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 acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

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

13. SAMPLING OR TEST LOCATION(S)

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 *L.E. GREGG*'S report, are based on information furnished by others and/or estimates made by *L.E. GREGG*'S personnel and are only considered approximations, unless otherwise stated. *L.E. GREGG* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule.

Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *L.E. GREGG* and its subcontractors, and that the data interpretations and recommendations of *L.E. GREGG*'S and its subcontractors are based solely on the information available to them. *L.E. GREGG* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *L.E. GREGG* and its subcontractors, but shall not be responsible for the

interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *L.E. GREGG* for inadequate, negligent, or improper performance of services by *L.E. GREGG* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *L.E. GREGG* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *L.E. GREGG* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from failure to follow *L.E. GREGG*'S or its subcontractors' recommendations. Client waives any claim against *L.E. GREGG* and agrees to defend, indemnify, and hold *L.E. GREGG* harmless from any claim, liability for injury, or business loss that results from failure to follow *L.E. GREGG*'S recommendations.

16. FORCE MAJEURE

Neither Client nor *L.E. GREGG* 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 OR DIRECT WORK

Since *L.E. GREGG*'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, *L.E. GREGG* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *L.E. GREGG* personnel or its subcontractors' personnel. Neither shall *L.E. GREGG* be responsible for the possible consequences of not issuing a stop-work order. *L.E. GREGG* will only report to Client regarding the quality of the work *L.E. GREGG* has performed or been contracted to observe and monitor

18. FIELD MONITORING AND CONTROL

L.E. GREGG shall not, except for its own services and for services it subcontracts, specify project site procedures,

manage or supervise project work, implement or be responsible for project site health and safety procedures.

L.E. GREGG shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. L.E. GREGG'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. L.E. GREGG'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that L.E. GREGG is responsible for observing all activities and personnel at the project site. If L.E. GREGG is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against L.E. GREGG and agrees to indemnify, defend, and hold L.E. GREGG harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with L.E. GREGG's work, are only intended to mean periodic observation or monitoring of the project work as outlined in L.E. GREGG'S proposed and contracted scope of work.

19. RETESTING AND RE-MONITORING

L.E. GREGG is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event L.E. GREGG's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, L.E. GREGG will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon rates in this contract.

20. SITE WORK

L.E. GREGG will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by L.E. GREGG'S negligence will be restored at L.E. GREGG'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, L.E. GREGG will take reasonable precautions to avoid damage to subterranean structures or utilities of which L.E. GREGG has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless L.E. GREGG from and against any claims, losses, or damages incurred or asserted against L.E. GREGG related to Client's failure

to mark, protect, inform, or advise L.E. GREGG of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

L.E. GREGG and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting L.E. GREGG'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of L.E. GREGG'S work can be made at the Client's expense upon written request.

23. ROOF CUTS

If roof cuts are authorized by the Client in L.E. GREGG'S contracted scope of work, 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 roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, L.E. GREGG may make temporary repairs at the time of sampling and inspection, which may result in additional charges. L.E. GREGG personnel are not certified in roofing repair and, under no circumstances, will be responsible for the adequacy and water tightness of the temporary repairs, nor shall L.E. GREGG be responsible for any water damage to the roofing system, building, or its contents resulting from L.E. GREGG's temporary repairs.

24. AQUIFER CONTAMINATION

Client waives any claim against L.E. GREGG, and agrees to hold harmless, defend, and indemnify L.E. GREGG from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to L.E. GREGG'S negligence or willful acts.

25. HAZARDOUS SUBSTANCES

Client agrees to advise L.E. GREGG, prior to beginning project work, of any hazardous substances on or near the project 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 L.E. GREGG'S or its subcontractors' equipment. Furthermore, any equipment of L.E. GREGG'S or its subcontractors' contaminated during L.E. GREGG's services which cannot be reasonable 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. Client waives any claim against L.E. GREGG and its subcontractors and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claims, business loss, or liability for injury arising from L.E. GREGG'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in

the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to

L.E. GREGG'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

26. ENVIRONMENTAL PROBLEMS

L.E. GREGG and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of L.E. GREGG'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in L.E. GREGG'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. L.E. GREGG shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in

L.E. GREGG'S proposed and contracted scope of work. Client waives any claim against L.E. GREGG and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

27. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless L.E. GREGG and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by L.E. GREGG'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that L.E. GREGG or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensations and Liability Act, or any other similar federal, state or local regulation or law.

L.E. GREGG or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of L.E. GREGG or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by

L.E. GREGG shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless L.E. GREGG from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of L.E. GREGG during the execution of its proposed and contracted scope of work.

28. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by L.E. GREGG in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of L.E. GREGG. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by L.E. GREGG, and waives liability against L.E. GREGG for their use. Further, client agrees to waive any claim against L.E. GREGG and to indemnify, defend, and hold harmless L.E. GREGG from any and all claims arising out of any use, not authorized in writing by L.E. GREGG, of these documents by third parties not related to this agreement.

29. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards L.E. GREGG'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against L.E. GREGG and its subcontracts and agrees to defend, indemnify, and hold harmless L.E. GREGG and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding L.E. GREGG'S or its subcontractors' recommendations of reporting.

Revised July 2018

