

LE Gregg
ASSOCIATES

Since 1957

Proposal for:

Geotechnical Report, Special Inspections and Quality Assurance

HANSON ELEMENTARY SCHOOL

Hopkins County



GEOTECHNICAL, ENVIRONMENTAL & MATERIALS ENGINEERS



QUALIFICATIONS

FIRM 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 12 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.

CERTIFICATIONS

IN-HOUSE LAB

Concrete and masonry lab is certified bi-annually by the Cement and Concrete Reference Laboratory (CCRL).

CCRL certified for ASTM C140 which is the compressive strength and absorption of concrete masonry units (CMU).

Soils and aggregate lab is certified bi-annually by AASHTO re:source



US Army Corps
of Engineers.



ASTM INTERNATIONAL



INTERNATIONAL
CODE COUNCIL



We have a 48 hour response time and will immediately communicate any troubleshooting that needs to be done on the project. We are a small, dedicated company that provides an on-time, in-budget product.

QUALIFICATIONS

LE GREGG TEAM BREAKDOWN

ENGINEERS

- 2 Professional Engineers
- 2 Engineers in Training

ACI CERTIFICATIONS

- 14 ACI Concrete Field Certification - Level 1
- 2 ACI Concrete Field Certification - Level 2
- 3 ACI Concrete Strength Testing

AWS CERTIFICATIONS

- 1 Certified Welding & Structural Steel Inspector

ICC CERTIFICATIONS

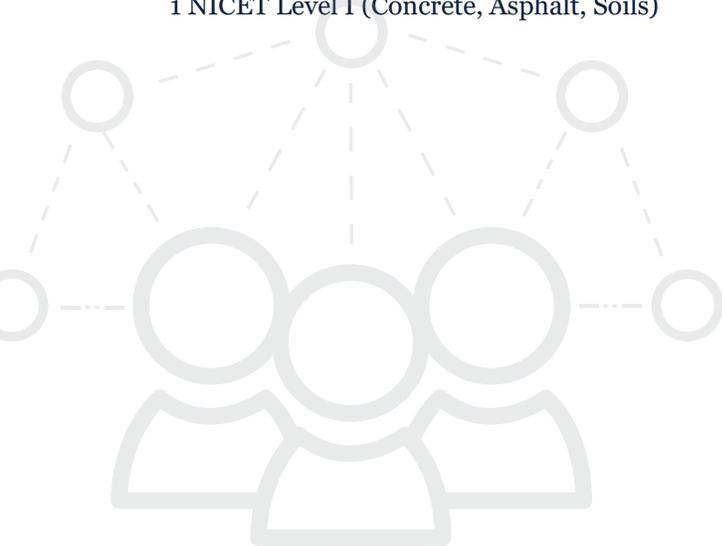
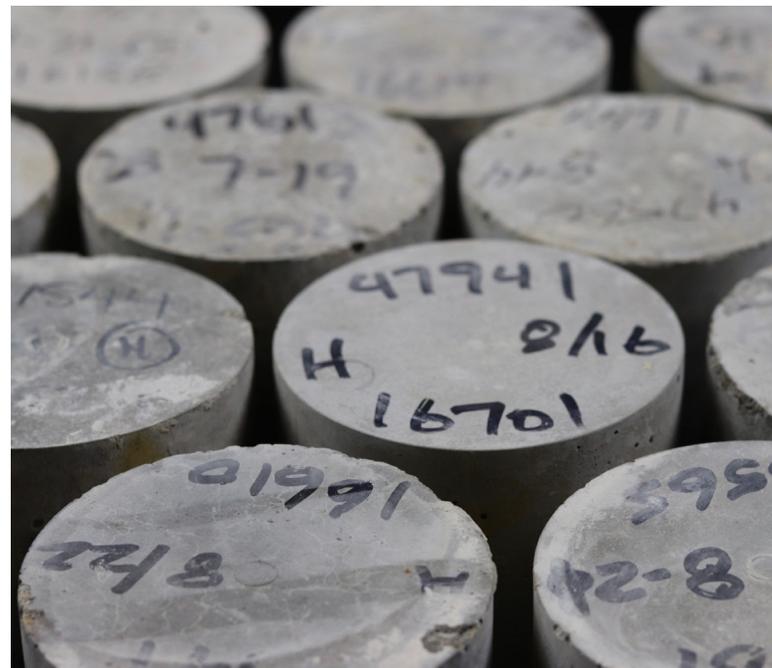
- 2 Fireproofing Spray
- 1 Pre-Stress and Post Tension
- 3 Reinforced Concrete
- 5 Soils Inspector
- 1 Structural Steel and Bolting
- 3 Structural Masonry
- 1 Structural Welding (Codes & Plans)

NICET CERTIFICATIONS

- 1 NICET Level I (Concrete, Asphalt, Soils)

OTHER

- 1 of 3 Master Inspectors in the State
- Premier Level Firestop Inspector
- 1 of 2 Concrete Block Break Labs in the State



OUR TEAM

Hopkins County Schools

L.E. Gregg

Hanson Elementary School

Jason Ainslie, P.E.
Principal-In-Charge

LABORATORY PERSONNEL

Megan Cleinmark, P.G.
*Senior Geologist,
Environmental Professional
and Lab Director*

BRYAN DAVENPORT
*Staff Geologist
& Soil Lab Technician*

CHRIS MANNING
*Staff Geologist
& Concrete Lab Technician*

PROJECT MANAGER

Robert Lyons
Project Manager

TECHNICIANS

DANIEL BOWELS
Master Inspector

Mike Pierce
Cert. Welding Inspector

Matthew Vernon
Engineering Rep.

Team Member	Role in Project	Years of Experience
Jason Ainslie	Principal-In-Charge	20
Robert Lyons	Project Manager	36
Daniel Bowles	Master Inspector	13
Mike Pierce	Inspector & Certified Welding Inspector	28
Matt Vernon	Inspector	11
Megan Cleinmark	Laboratory Director	12
Chris Manning	Laboratory Technician	5
Bryan Davenport	Laboratory Technician	5
TOTAL YEARS EXPERIENCE		130



**Jason
Ainslie, PE**

PROFESSIONAL ENGINEER LICENSES

Alabama #38157-E
Arkansas #18760
Florida #86901
Georgia #PE043199
Iowa #23414
Illinois #062.068322
Indiana #10310508
Kansas #PR26787
Kentucky #23677
Maine #PE15946
Michigan #6201064556
Missouri #2019008801
Nebraska #E-16081
Nevada #026425
New Mexico #25356
North Carolina #PE044666
North Dakota #PE-8834
Ohio #PE 69992
Oregon #94767PE
Pennsylvania #PE085498
South Carolina #36506
Tennessee #119240
Virginia #0402055779
Washington #57277
West Virginia # 20248
Wisconsin # 46894-6
Premier Certified IFC Firestop Inspector

EDUCATION

BS, Geological Engineering,
University of Missouri
Rolla, Missouri, 1999

REPRESENTATIVE EXPERIENCE

President and Principal Engineer

L.E. Gregg Associates
Lexington, Kentucky
2011 – Present

Project Engineer

Patriot Engineering and Environmental
Evansville, IN
2005-2011

Project Engineer

American Engineers, Inc.
Glasgow, KY
2000-2005

20 Years Experience

RELEVANT 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
2017

Fredrick Douglas High School FCHS #6

Lexington, KY
2014-2016



Steven Mortimer, PE

PROFESSIONAL ENGINEER LICENSES & CERTIFICATIONS

KY PE #32578

ACI Level I

ACI Strength Testing Technician

APGNA Hazardous Materials

APGNA Nuclear Gauge

APGNA RSO

KYTC Grade and Drain

EDUCATION

BS, Civil Engineering
University of Southern Indiana
Evansville, Indiana, 2012

BS, Environmental Science
University of Evansville
Evansville, Indiana, 2007

REPRESENTATIVE EXPERIENCE

Senior Engineer

L.E. Gregg Associates
Lexington, Kentucky
2012 – Present

Field and Lab Technician

Patriot Engineering and Environmental
Evansville, IN
2011-2012

8 Years Experience

RELEVANT EXPERIENCE

Jessie Clark Middle School and Glendover Elementary School

Fayette County Public Schools; Lexington, KY
2012-2013

FEMA Parking Lot Project

University of Kentucky, Lexington, KY
2013-2014

Blue Grass Airport SRE

Lexington, KY
2013-2017

Scott County Middle and Elementary School

Georgetown, KY
2017

LFUCG Lansdowne South Trunk Sewer

Lexington, KY
2018

Extiel Advantage Phase 1 and 2

Somerset, KY
2018-2019



Robert Lyons

CERTIFICATIONS

ACI Field Level I
2-10 Home Inspector
OSM Inspector
HUD Foundation Inspector
Code Admin Assoc of KY
Troxler Nuclear Density Gauge Certified
Hazmat Certified

EDUCATION

Mechanical Drafting, Mayo State
VocTechnical School
Paintsville, KY 1983

Associate Arts/Graphics
Prestonsburg
Community College 1984

REPRESENTATIVE EXPERIENCE

Project Manager

L.E. Gregg Associates
Lexington, Kentucky
2016 – Present

Construction Inspector

Bocook Engineering, Inc.
Paintsville, KY
1984-99 & 2001-2016

Vice President

Mike Brown Co Construction
Paintsville, KY
1999-2001

36 Years Experience

RELEVANT EXPERIENCE

Athens Boonsboro Elementary School

Georgetown, KY
2018-2019

Millard Elementary School

Millard, KY
2017

Great Crossing High School

Georgetown, KY
2017-2019

Creekside Elementary School

Georgetown, KY
2018 -2019

Christian Appalachian Project

Paintsville, KY
2014

Highland Elementary School

Stafforsville, KY
2012

Belfry High School

Belfry, KY
2010



Megan Cleinmark, PG

CERTIFICATIONS

Kentucky PG #162598
ACI Field Level I
ACI Strength Testing Technician
KRMCA Level II
Grade and Drain Level I
KYTC Aggregate Technician
Asphalt Level I
Hazmat Certified
Nuclear Gauge Safety Trained

EDUCATION

MS Geosciences
University of Montana
Missoula, MT 2010

BS Geology & Environmental Sciences
College of Charleston
Charleston, SC 2006

REPRESENTATIVE EXPERIENCE

Professional Geologist, Environmental Professional & Lab Manager

L.E. Gregg Associates
Lexington, Kentucky
2013 – Present

Project Geologist

Holman Consulting Engineers
Missoula, MT
2010-2012

Geology Instructor

Bluegrass Community and Technical College
Lexington, KY
2013-2018

Geology Teaching Assistant & Research Assistant

University of Montana
Missoula, MT
2007-2009

12 Years Experience

RELEVANT EXPERIENCE

Great Crossing High School

Georgetown, KY
2017 - 2019

Creekside Elementary School

Georgetown, KY
2018 - 2019

Athens Boonsboro Elementary School

Georgetown, KY
2018- 2019

UPike – Health Professions Education Facility

Pikeville, KY
2016 - 2018

Fredrick Douglas High School

Lexington, KY
2014-2016

Hope Center

Lexington, KY
2017-2018



Daniel Bowles

PROFESSIONAL LICENSES & CERTIFICATIONS

ICC Master Inspector
ACI Field Level I
KYTC Grade and Drain – Level I
Hazmat Certified
Nuclear Gauge Safety Trained
OSHA 10 Trained
Pre-Stress/Post-Tension ICC

EDUCATION

AA in University Studies
Morehead State University
Morehead, KY 2008

REPRESENTATIVE EXPERIENCE

ICC Master Inspector & Engineering Representative

L.E. Gregg Associates
Lexington, Kentucky
2014 – Present

Field Representative

Brett Construction Company
Lexington, Kentucky
2003 - 2004 & 2008 – 2014

13 Years Experience

RELEVANT EXPERIENCE

Great Crossing High School

Georgetown, KY
2017-2019

Creekside Elementary School

Georgetown, KY
2018 -2019

Athens Boonsboro Elementary School

Georgetown, KY
2018-Ongoing

Beaver Creek Alternative School

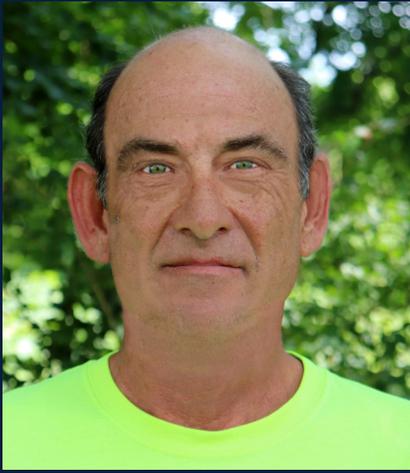
Martin, KY
2015-2017

LFUCG Expansion Area 3 Pump Station

Lexington, KY
2018-2019

BGST Avon Building 352

Lexington, KY
2018-2019



**Mike
Pierce**

PROFESSIONAL LICENSES & CERTIFICATIONS

AWS Certified Welding Inspector
ACI Field Level I
CWI Steel Inspector
Hazmat Certified
Nuclear Gauge Safety Trained

REPRESENTATIVE EXPERIENCE

CWI & Engineering Representative

L.E. Gregg Associates
Lexington, Kentucky
2001 – Present

Engineering Technician

Ground Engineering and Testing Services
Louisville, Kentucky
1991-1999

28 Years Experience

RELEVANT EXPERIENCE

Great Crossing High School

Georgetown, KY
2017 - 2019

Creekside Elementary School

Georgetown, KY
2018 - 2019

Athens Boonsboro Elementary School

Georgetown, KY
2018- 2019

UPike – Health Professions Education Facility

Pikeville, KY
2016 - 2018

Fredrick Douglas High School

Lexington, KY
2014-2016

Origins at Fritz Farms

Lexington, KY
2012-2019



**Matthew
Vernon**

REPRESENTATIVE EXPERIENCE

Project Manager

L.E. Gregg Associates
Lexington, Kentucky
2019 – Present

Director of Construction Services / Vice President

Thoroughbred Engineering
Lexington, Kentucky
2015-2019

Project Manager

CSI of Kentucky
Lexington, Kentucky
2009-2015

11 Years Experience

PROFESSIONAL LICENSES & CERTIFICATIONS

ICC, Masonry Special Inspector
ICC, Structural Steel & Bolting Special Inspector
ICC, Fireproofing Special Inspector
ICC, Soils Special Inspector
ICC, Reinforced Concrete Special Inspector
ACI Field Testing Grade I
NICET Level I (Concrete, Asphalt, Soils)
TROXLER Radiation & Nuclear Density Training
OSHA 30 hour

EDUCATION

Associates Degree Architectural
Technology
Lexington Community College
2006

Bachelors Degree Construction
Management
Eastern Kentucky University
2011

RELEVANT EXPERIENCE

Silver Creek Elementary

Berea, KY
2016

Foley Middle School

Madison, KY
2016

Meadowthrope Elementary

Lexington, KY
2013

Oneida Baptist Institute

Oneida, KY
2015-2018

Arlington Elementary

Lexington, KY
2009-2010

West Jessamine Elementary

Nicholasville, KY
2010

University of Kentucky Woodland Glen III, IV & V

Lexington, KY
2013

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



GEO TECHNICAL PROPOSAL

REQUEST FOR PROPOSAL

PROPOSAL FORM

Percentage Based Fee

Proposals will be evaluated based on a not to exceed percentage of construction value fee. Separate fees are requested for Geotechnical Investigation and Report, and for Special Inspections, Quality Assurance and Quality Control. Fees shall include all work defined in the scope of work as outlined in this request for proposal including work required by the Kentucky Building Code that may not be specifically listed herein. Special project conditions requiring work beyond scope defined above shall be clearly identified by the testing agency and included in proposal.

Provide fees and percentages on this proposal form. Include this proposal form with only the not to exceed fee and the percentage, which is the basis of the fee. Proposals which list fee in any other format may be rejected. This request for proposal must be included for a proposal to be considered.

Provide unit prices for all aspects of geotechnical investigation, special inspections and quality control testing.

Proposals shall be submitted to Sherman Carter Barnhart by 5:00 p.m. 7 days after date of this request. The selected firm will be notified within one month after the due date.

Geotechnical Investigation and Report are due 21 days from receipt of notice to proceed.

Fees and Fee Percentages

Option 1 - \$6,955.00 - 0.05%
Option 2 - \$8,075.00 - 0.06%
Geophysical ERT - \$11,000.00 - 0.08%

Geotechnical Investigation and Report -

Proposed Fee: \$ See Above Right Percent of Construction Budget: See Above %

Special inspections, Quality Assurance and Quality Control Testing Services –

Proposed Fee: \$ \$76,405.00 Percent of Construction Budget: 0.5 %

The payment for the services listed above shall not exceed the percentage-based fee listed on this fee form. Change orders for work, which do not affect Special Inspections or Quality Control will not be applicable to the percentage-based fee. Payment for the Geotechnical Report shall be made upon completion and acceptance during the Design Development phase. No payments for Special Inspections are anticipated during the Construction Document phase of design. Remaining payments shall be made as submitted on a monthly basis during construction.

Please provide signatures and dates below to approve and accept this proposal.

Geotechnical Engineer: Jason Ainslie Date: 4/30/2020

Proposal Accepted By: _____ Date: _____



April 29, 2020

Martin W. Cline, Assistant Superintendent
Hopkins County Schools
320 South Seminary Street
Madisonville, KY 42431

**Re: Proposal for Geotechnical Exploration
Hanson Elementary School
Hanson, Kentucky
Proposal No. P20-034**

The following proposal for geotechnical exploration has been prepared upon your request. The scope of work is based upon the request for proposal (RFP) from Sherman Carter Barnhart Architects, dated April 23, 2020, and upon procedures that have been applied to similar size and type projects.

PROJECT INFORMATION

Project information was provided in a RFP to L.E. Gregg Associates from Sherman Carter Barnhart Architects on behalf of Hopkins County Schools. The proposed project is for the construction of a new elementary school just east of the existing school at 121 Eastlawn Road in Hanson, Kentucky. The proposed structure will be two-stories and will utilize Insulated Concrete Form (ICF) bearing walls, Hollow Core Planks (HCP) Second Floor Structure, Open-Web Steel Bar Joists, and Metal Deck Roof Structure. The Gymnasium will be designed for use as a Tornado Shelter in accordance with ICC 500-2014. The Gymnasium will have a reinforced concrete roof. The proposed building footprint is approximately 51,094 ft².

PURPOSE

The purpose of this exploration will be to determine the subsurface conditions at the project site through a program of controlled drilling, sampling and testing. These findings will be evaluated with respect to the foundation concept, design, and currently accepted engineering practice.

More specifically, the objectives are:

- Determine depths to and elevations of the underlying bedrock surface beneath the proposed structures and the general geologic conditions existing at the site.
- Determine existing surface and subsurface water conditions at the site and their relation to design, construction, and service of the proposed project.
- Determine the California Bearing Ratio (CBR) for the purpose of pavement design.

- Determine soil classifications, assess the constructability of the proposed project, and determine if any geotechnical hazards exist at the site.

DRILLING AND SAMPLING

The RFP requests eight (8) soundings, two (2) soil test borings, and two (2) rock cores. We do not believe that two (2) soil test borings will provide enough information to adequately design the proposed foundations and bedrock should be in excess of fifty (50) feet based on the geology of the area; therefore, we are presenting two options. The first option will consist of the recommended eight (8) soundings and two (2) soil borings. This option will require conservative recommendations in the final report. The second option will consist of ten (10) soil test borings. The borings will be placed within the proposed building pad and site areas and will be advanced to depths of ten (10) to twenty (20) feet depending on location. The final boring locations will be coordinated with the design team before the field exploration is completed. Standard penetration (SPT) and undisturbed samples will be obtained.

All field activities will be completed under the direct supervision of an L.E. Gregg engineer or geologist.

The borings will be located in the field using simple measurement techniques, boring coordinates will not be provided.

All public utilities will be cleared with Kentucky 811 before any drilling operations begin. Any private utilities not covered by this service will have to be marked and/or cleared by the property owner and/or design team. If private utility location is required, this will be added to the proposed cost.

GEOPHYSICAL SURVEY

It is our understanding that underground mining activity has been completed in Hanson, Kentucky and the surrounding areas. The Kentucky Mine Mapping Information System was referenced for any available mine maps of the site. The mapping indicates that the proposed area of construction has been subject to underground mining activity over the years and indicates the possible presence of mined-out areas within the proposed construction area. Due to the concern for possible underground mining activity, we are also providing a separate cost for the completion of a geophysical survey at the site. The survey will consist of performing an Electrical Resistivity Tomography (ERT) scan at the site. This is performed by placing electrodes into the existing ground surface and measuring the electrical resistance of the subsurface materials. The data is then converted to a 2-D profile that can show soil profiles, groundwater, underground voids, and karst features such as rock fractures, solution channels, and/or water/air filled caves.

LABORATORY TESTING

After completion of the drilling phase, the recovered soil samples will be transported to L.E. Gregg's laboratory. Atterberg limits, grain size analysis, unit weight determinations, unconfined compressive strengths, standard proctor testing, CBR testing, and visual classifications will be conducted in general accordance with ASTM practices and procedures.

INSURANCE

A copy of L.E. Gregg's current insurance certificate can be sent upon request. Currently, the insurance coverage consists of:

General Liability	\$2,000,000
Automobile Liability	\$1,000,000
Workers Comp.	Statutory Limits Commonwealth of Kentucky
Professional Liability	\$1,000,000/\$2,000,000

PROFESSIONAL SERVICES

Subsequent to the field, laboratory and office programs, L.E. Gregg will analyze the data and present a full written report.

TIME SCHEDULE

Based on our current workload and our driller's schedule, the field exploration of this project can begin within one (1) to two (2) weeks of authorization to proceed. Drilling is expected to take one (1) to one and a half (1.5) work days. The final report should then be completed within approximately ten (10) work days after the date of drilling.

The ERT scan is expected to take one (1) day of field work and can begin within seven (7) days of notice to proceed. The report should then be completed within approximately seven (7) to ten (10) days of the completion of the field work.

EXPLORATION COST

Based on anticipated subsurface conditions and the scope of work as defined, it is estimated for Option 1 to have a Not-to-Exceed cost of \$6,955.00 and Option 2 to have a Not-to-Exceed cost of \$8,075.00.

The estimated Not-to-Exceed cost for the ERT scan is \$11,000.00.

Should unanticipated services be required that have not been quoted, these will be performed at mutually agreed prices.

This proposal assumes that all borings are accessible with a truck-mounted drill rig. If assistance is required to access any of the boring locations, the charges for the dozer, etc. will be included in the final invoice at the cost plus 15 percent.

Please see the attached for the Terms and Conditions relating to this contract.

Unit prices quoted herein will remain effective for a period of three (3) months from the above date.

CLOSING

If this proposal and the 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 and the equipment will be mobilized to the site as quickly as possible.

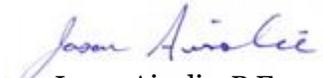
If you have any questions concerning this proposal, please feel free to contact us. We look forward to working with you on this project.

Respectfully,

L.E. GREGG ASSOCIATES



Steven Mortimer, P.E.
Senior Engineer



Jason Ainslie, P.E.
President

COST ESTIMATE

Project: Hanson Elementary School
Project Location: Hanson, Kentucky
Proposal Number: P20-034

Mobilization		
Drill Rig (Included in Option 2 only)	1 @ \$400.00	\$400.00
Site Reconnaissance and Layout		
Project Engineer	3 hrs. @ \$85.00/hr.	\$255.00
Mileage	100 miles @ \$0.60/mile	\$60.00
Drilling and Sampling (Included in Option 1)		
Soil Profile Augering and Soundings	Daily Minimum	\$1,800.00
Undisturbed Sample	Daily Minimum	Included in Daily Minimum
Drilling and Sampling (Included in Option 2)		
Soil Profile Augering	200 ft. @ \$12.00/ft.	\$2,400.00
Undisturbed Sample	2 @ \$60.00/ea.	\$120.00
Laboratory Testing		
Natural Moisture Contents and Visual/Manual Classification	30 @ \$8.00/ea.	\$240.00
Atterberg Limits	3 @ \$60.00/ea.	\$180.00
Sieve Analysis	3 @ \$45.00/ea.	\$135.00
Unit Weight Determinations	1 @ \$30.00/ea.	\$60.00
Unconfined Compression Test	1 @ \$70.00/ea.	\$140.00
Standard Proctor Test	1 @ \$130.00/ea.	\$130.00
California Bearing Ratio	1 @ \$200.00/ea.	\$200.00
Professional Services		
Senior Project Engineer, P.E.	2 hrs. @ \$120.00/hr.	\$240.00
Project Engineer	28 hrs. @ \$85.00/hr.	\$2,380.00
Project Geologist	1 hrs. @ \$85.00/hr.	\$85.00
Drafting/Boring Log Prep.	6 hrs. @ \$50.00/hr.	\$300.00
Mandatory Site and Architect Meetings		
Project Engineer	10 hrs. @ \$85.00/hr.	\$850.00
	Not-to-Exceed Cost	Option 1 \$6,955.00 Option 2 \$8,075.00

Geophysical Services		
ERT Scan and Report	1 @ \$11,000.00 Lump Sum	\$11,000.00
	Estimated Cost	\$11,000.00



L.E. GREGG ASSOCIATES.

PHONE: 859-252-7558 FAX: 859-255-0940

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Hanson Elementary School

Project Location: Hanson, Kentucky

Description of Services: Geotechnical Engineering Services

L.E. Gregg Proposal: P20-034

L.E. Gregg Project #:

Not-to-Exceed Cost(s): Option 1 - \$6,955.00, Option 2 - \$8,075.00 for Geotechnical Services, \$11,000.00 for Geophysical Services

APPROVAL & PAYMENT OF CHARGES - Invoices will be charged and mailed to the account of:

Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Attention: _____

Telephone: _____ Fax: _____

PAYMENT TERMS: Payable Upon Receipt. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

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

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

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

PROPOSAL ACCEPTED BY: _____

TITLE: _____ DATE ACCEPTED: _____

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

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 a 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 handing, 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, Compensation 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.



SI & QA PROPOSAL

April 30, 2020

Hopkins County Schools
Martin W. Cline, Assistant Superintendent
320 South Seminary Street
Madisonville, KY 42431

**Re: Proposal for: Material Testing and Special Inspections
Hanson Elementary School (C20-063)
121 Eastlawn Road, Hanson, KY 42413**

Assistant Superintendent Cline,

L.E. Gregg Associates is honored to provide this special inspection *not to exceed* proposal, based upon the **Hanson Elementary School addition** (121 Eastlawn Road) – RFP from Sherman Carter Barnhart dated 04-23-20, constructions sheets AO.1 & AO.2, dated 04-20-20 for providing materials testing and special inspections in Hanson, KY (Hopkins County).

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 121 Eastlawn Road, Hanson, 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/ Civil (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.
4. Observation of Fill and DGA placement for ingress/egress road and paved areas (*preliminary*).

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.
4. Observation and verification of ICF Walls, re-steel and concrete.
5. Observations, placement of Hollow Core Plants and grout.

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.

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

Clarification:

- 1) *Not to Exceed* proposal, is based off preliminary layout sheets A0.1 & A0.2 only (*no structural sheets or civil details provided*)
- 2) No Caissons or Micropiles
- 3) No Moment Welds
- 4) No SFRM
- 5) No Light Gauge Metal or Wood Framing
- 6) No Trench Rock (*observation and quantity verification, can be provided at Unit Rates*)

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 **Hanson 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 allocate **157** working days onsite for personnel.

Accordingly, we have prepared our proposal:

- Field Representative on site for **157** days
- Certified Welding Inspector for **15** days
- IFC Certified Firestop Inspector: **5** days
- **69** sets of five (5) 4” x 8” concrete cylinders
- Project management
- Professional engineering
- Laboratory services (proctors, compressive testing of concrete & grout)
- All mileage, oversite and other administrative costs

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

943 Total Hours

895 Technician hours

48 Professional services hours

\$76,405.00 Dollars – **Not to Exceed 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:

Chris Manning
cmanning@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 ***Not to Exceed Proposal*** total for this project is **\$76,405.00** dollars. This estimate is based on the preliminary Architectural sheets AO.1 & AO.2, along with RFP dated 04-23-20 from Sherman Carter Barnhart.

Special Inspections · Hanson Elementary School	
Hanson Elementary School 121 Eastlawn Road · Hanson, KY 42413	Hrs./Days (estimated)
Civil/Site (Materials Testing)	\$9,245.00
Grading/Soil (<i>Cut, Lifts/Proof-Rolls, Densities</i>) – 11 days/10hrs @ \$45.00/\$67.5hr.	\$5,040.00
Parking (<i>Proof-Roll, Subgrade prep, Density</i>) – 2 days/8hrs @ \$45.00/hr.	\$720.00
Utilities/Storm (<i>DCP's, Backfill, Density</i>) – 5 days/6hrs @ \$45.00/hr.	\$1,350.00
Asphalt (<i>Temps, Densities, Tons</i>) – 3 days/10hrs \$45.00/\$67.5hr.	\$1,485.00
Nuclear Gauge Equipment Fee – 13 days @ \$50.00/day	\$650.00
Building (Special Inspections)	\$42,125.00
Soils (<i>Undercut, Subgrade, Densities, Proof-roll</i>) – 6 days/8hrs @ \$45.00/hr.	\$2,160.00
Nuclear Gauge Equipment Fee – 4 days @ \$50.00/day	\$200.00
Footings (<i>DCP's, Re-steel, Concrete</i>) – 26 days/5hrs @ \$45.00/hr.	\$5,850.00
Masonry (<i>Mortar, Re-steel, Horiz Reinforcement, Grout</i>) – 24 days/5hrs @ \$45.00/hr.	\$5,400.00
ICF Walls (<i>Bracing, Re-steel, Concrete</i>) – 25 days/5hrs @ \$45.00/hr.	\$5,625.00
Hollow Core Planks (<i>Observe, Welds, Grout</i>) – 14 days/5hrs @ \$45.00/hr.	\$3,150.00
Concrete Slabs (<i>Proof-roll, Subgrade, Re-steel</i>) – 6 days/8hrs @ \$45.00/hr.	\$2,160.00
Floor Flatness Equipment Fee – 3 trips /Technician @ \$60.00	\$2,400.00
CWI (<i>Framing, Welds, Bolts, Anchors, Decking</i>) – 18 days/8hrs @ \$70.00/hr.	\$8,400.00
Non-Shrink Grout (<i>Baseplates, Anchors, Non-Shrink</i>) – 4 days/5hrs @ \$45.00/hr.	\$900.00
Firestop – 5 days @\$80.00/hr.	\$4,800.00
Cylinder/Grout pickups – 8 days/3hrs @ \$45.00/hr.	\$1,080.00
Laboratory Testing	\$9,585.00
Concrete cylinders – 69 sets @ \$65.00/set	\$4,485.00
Grout Prisms – 38 sets @ \$100.00/set	\$3,800.00
Non-Shrink Grout Prisms – 4 sets @ \$100.00/set	\$400.00
Mortar Prisms – 2 sets @ \$120.00/set	\$240.00
CMU Block Verification – 1 set @ \$400.00/set	\$400.00
Proctor classification (Soil) – 1 set @ \$130.00/set	\$260.00
Professional Services	\$15,450.00
Principal Engineer - 6 hours @ \$120.00/hr.	\$720.00
Project Engineer – 6 hours @ \$85.00/hr.	\$510.00
Clerical - 4 hours at \$40.00/hr.	\$160.00
Project Manager - 32 hours at \$70.00/hr.	\$2,240.00
Travel Charges - 157 trips R/T @ \$0.60 /mile	\$11,820.00
Not to Exceed Total:	\$76,405.00

Date:	
L.E. Gregg Associates (hereafter "L.E. Gregg")	Client Name: Hopkins County Schools (hereafter "Client") Martin W. Cline, Asst Supt
Address: 2456 Fortune Drive Suite Lexington, KY 40509	Address: 320 South Seminary Street Madisonville, KY 42431
Telephone: 859-252-7558 Fax: 859-255-0940	Telephone: (270) 825-6000 Email: marty.cline@hopkins.kyschools.us
<u>PROJECT</u>	
Hanson Elementary School (Hopkins County)	
SERVICES TO BE RENDERED	
Special inspections and materials testing per IBC Chapter 17 and KBC 2012 Chapter 17, as listed in the attached proposal.	
Not to Exceed Total: \$76,405.00	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

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



2019 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 word.....	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



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2019

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343	FAX (A/C, No): 502-244-1411
	E-MAIL ADDRESS:	
INSURED J.J.L, Inc. dba L.E. Gregg Associates, Inc c/o Bell Engineering 2456 Fortune Drive, Suite 155 Lexington, KY 40509	INSURER(S) AFFORDING COVERAGE	
	INSURER A: XL Specialty Insurance Company	NAIC # 37885
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

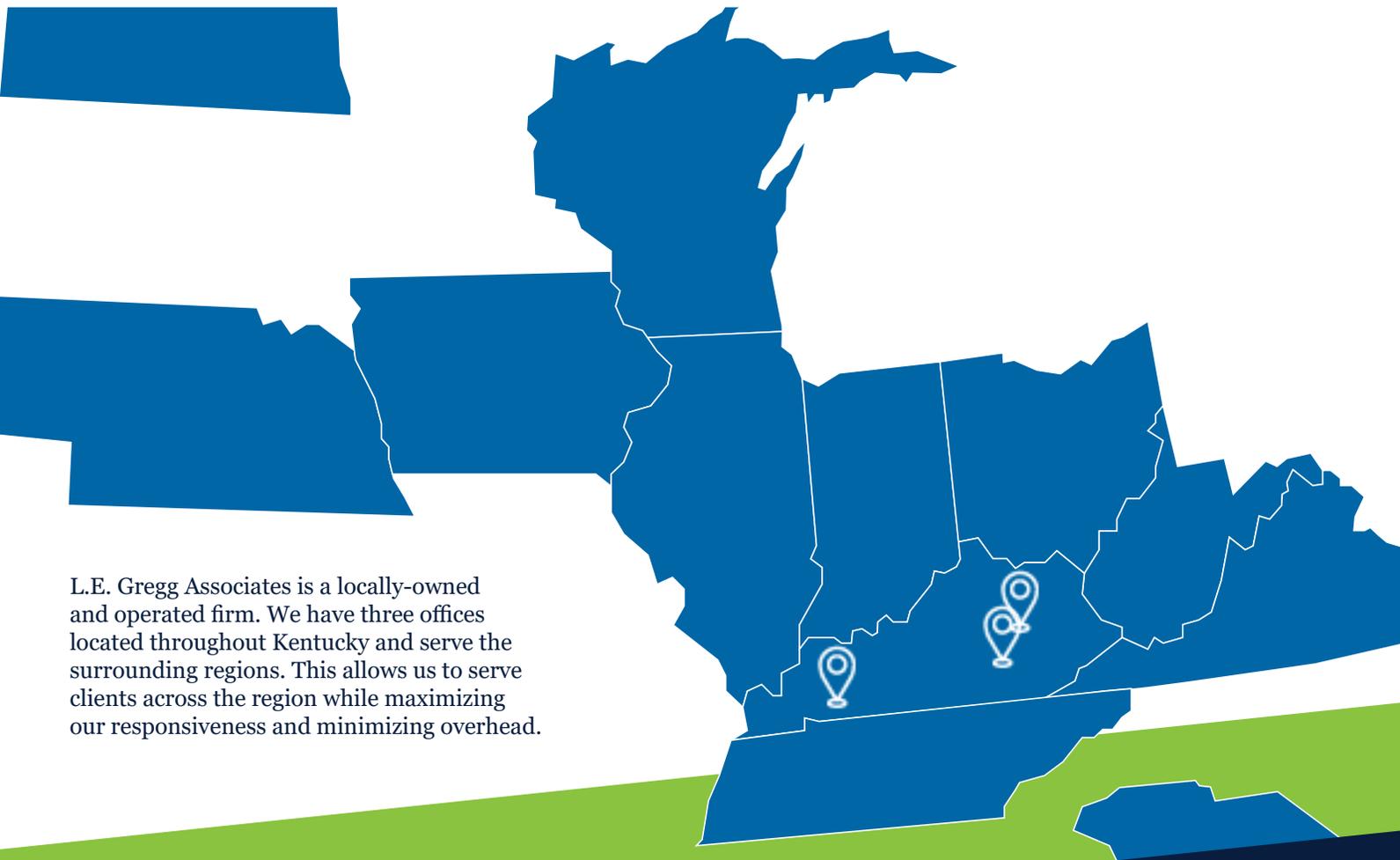
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUT E <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9939490	04/01/2019	04/01/2020	Per Claim 3,000,000 Aggregate 3,000,000

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

CERTIFICATE HOLDER info only info only info only	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 

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.

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& MATERIALS ENGINEERS**

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