



Proposal for  
Geotechnical Services

**Campbellsville  
Independent  
School Athletic  
Field**

Campbellsville, Kentucky

CSI Proposal No. 6917

November 4, 2020





# Consulting Services Incorporated

## Proposal for Geotechnical Services

Lexington  
858 Contract Street  
Lexington, KY 40505  
859.309.6021 | Fax 888.792.3121



Cincinnati  
11785 Highway Drive,  
Cincinnati, Ohio 45241  
513.252.2059 | Fax 888.792.3121



**Corporate Mailing Address**  
858 Contract Street  
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[www.csikentucky.com](http://www.csikentucky.com)  
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November 4, 2020

Campbellsville Independent Schools  
136 S. Columbia Avenue  
Campbellsville, Kentucky 42718

Attention: Mr. Chris Kidwell

Subject: **Proposal for Geotechnical Services**  
Campbellsville Independent Athletic Field  
Campbellsville, Kentucky  
CSI Proposal No. 6917

Dear Mr. Kidwell:

Consulting Services Incorporated (CSI) is pleased to submit this proposal for providing our Geotechnical services for your athletic field renovations at Campbellsville Independent School. This proposal outlines our understanding of the project, our proposed scope and project team as well as our proposed fees for providing these services.

We appreciate the opportunity to be part of the project team. We are one of the few **100% locally owned** firms providing Geotechnical services. The fees that we receive for providing our services stay local. They are put back into our firm, employees for training and knowledge that helps to continue the quality and highest level of service our clients expect.

Please let us know if you have any questions regarding the information contained herein.

Connor Jackson  
Staff Engineer

Bruce L. Hatcher, PE  
Chief Engineer

Attached: Fee Estimate



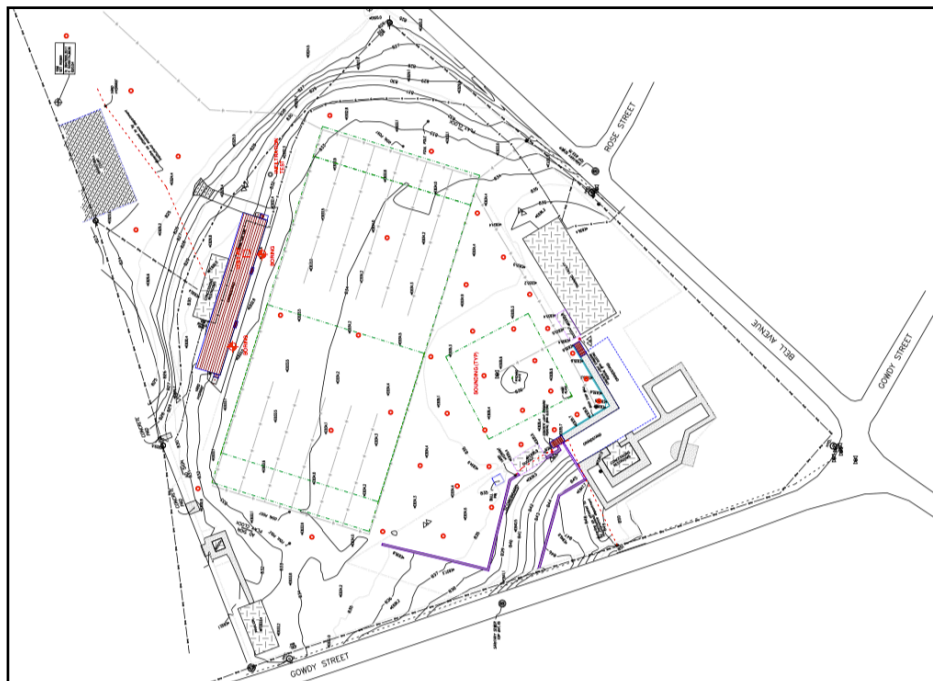
Project information was provided to us via email from Mr. Dan Kubican, PE of Brown + Kubican, PSC on October 27, 2020 containing an attached RFP, with an addendum email on October 30. We have reviewed the provided project RFP, entitled, “Campbellsville Independent Athletic Field Geo RFP binder”. From the information contained within this RFP and the addendum email, we have summarized the following project information.

The project site is located in Campbellsville, Kentucky south of the existing Campbellsville High School located on West Main Street. Based on recent aerial images, the existing site is currently occupied by the existing baseball and football field which are intertwined with each other (i.e. the football field lies within the outfield). The areas surrounding these athletic fields are comprised of associated athletic facilities and other school related structures such as a playground and pavilion located along the west side of the baseball field.

We understand that the Owner wishes to modify the bleacher system with ADA access and seating while adding drainage and laying down a synthetic grass for the football and baseball fields. Specific details about the new construction were not detailed in the RFP. As such, we have assumed the following:

- Foundation loading conditions based upon experience with similar projects:
  - Maximum isolated column loads of 10 kips;
  - Maximum continuous footing loads of 2 kips per linear foot.
- Mass cut and fill estimates are not able to be assumed due to the lack of construction scope listed within the RFP.

If any of this information is incorrect, please let us know so we can reassess our scope of services needed and provide best fit recommendations for the project.



**Figure 1: Proposed field scope on site survey from provided RFP**








# VALUE OF CSI TO THE PROJECT



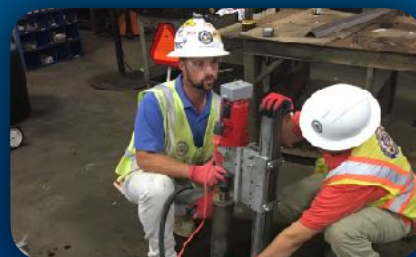
Our services include geotechnical engineering and analysis based on the provided information, our experience and the proposed field services. This geotechnical work will be used for design and construction of the proposed field and bleacher modifications.

If we are selected for the services, we would propose (at minimum) a tele-conference or office meeting to serve as coordination for the project and discuss other project details prior to field work.

As always, value will play a role in every aspect of our services. This value is measured and demonstrated by:

-  **Single point of contact** by an experienced and service-oriented professional
-  **A quick turnaround** of service (field work, preliminary recommendations, and final report)
-  **Getting the client what is needed** for this specific project and project site (fine-tuning our geotechnical services to meet the client needs and longer-term planning/construction needs)
-  **Pro-active communication** to keep you (the Owner) and the rest of the design team informed of findings, potential additional services needed, and planning of the next step needed.
-  Providing **clear, concise and professional reports**

The project will be under the direct management of Mr. Barry Bishop, EIT, of CSI. Mr. Bishop is the engineering group leader at CSI with over 7 years of experience. Assisting Mr. Bishop will be several other senior personnel at CSI including, Mr. Bruce Hatcher, PE, the chief engineer at CSI who will be the senior engineer for the project, as well as several staff professionals. Mr. Bishop will also serve as your one point of contact for the duration of the project.







## VALUE OF CSI TO THE PROJECT (cont.)



We will work with your office to gather the needed contact and site information and will coordinate our field services to provide the quickest turnaround and streamline of services possible. Rework or revisiting the sites would only be needed if the Owner or other outside party presents additional or new information that would justify such “additional” work.

Geotechnical engineering is not an exact science and deals with highly variable conditions; as such, each report will have clearly identified concerns (which would have already been discussed with your team prior to issuing the report). Finally, because we understand that political, economical and even timing (or other) situations of every project site can and will often be different, we will strive to mold our services and reports reflective of those needs. All the issues mentioned in this paragraph are key to getting the Owner what they need for their project.

As stated earlier, we would recommend a pre-site visit meeting to discuss additional expectations/needs for the specific site. We also will be in contact at least 3 other times during our services. First, within a day or so of completion of geotechnical drilling to discuss our initial findings. Second, shortly thereafter, we would be able to discuss how and if laboratory testing affects our initial discussions. Thirdly, we always want to discuss our complete findings prior to report submittal, so there are no surprises in our reports and to ensure our report can provide the information expected and needed.

We strive to provide clear and concise reports. That includes more graphs, images, and tables of things discussed in the reports. We realize that our audience is not typically other geotechnical engineers, so our reports need to explain issues clearly as opposed to covering all the theoretical aspects of geosciences. Also, our reports need to present information in a format conducive to the construction AND design processes, not just a report that allows designers to breeze through the report without considering construction processes or vice versa.





# SCOPE OF SERVICES-GEOTECHNICAL

Based on the information supplied, our general scope would include the request of up to 2 soil test borings for the bleacher area, 1 test pit to examine one footing of the existing bleachers, and 39 rock soundings (borings without sampling) as per the location plan provided. The borings and soundings will all be advanced to auger refusal. Sampling of refusal materials (coring) is not proposed within the project's scope. Additionally, we will perform a single ring infiltrometer test on the project site at desired location, 4 feet below subgrade as requested.

Field Services - CSI will assign a geotechnical professional engineer (PE) to conduct a field reconnaissance, to direct drilling/sampling operations, and to log the samples obtained from the borings. Logging of the soil samples from the borings full-time is critical to give the engineer the fullest insight into the site conditions (surface and subsurface conditions, and allows detailed discussions about the subsurface conditions with project personnel). Further, it is required by the Building Code (see image below). This added level of service allows the geotechnical report to be more than just telling the design team what was observed in the recovered samples. Our Chief Engineer (Bruce L. Hatcher, PE) will serve as the senior reviewer for the geotechnical report and the geotechnical engineer of record.

**1803.4 Qualified representative.** The investigation procedure and apparatus shall be in accordance with generally accepted engineering practice. The *registered design professional* shall have a fully qualified representative on site during all boring or sampling operations.

❖ A qualified representative is required on site to verify that the information obtained from the investigation will be adequate, valid and acceptable to the building official.



Prior to drilling, we will contact the state or local underground utility locator hot-line to comply with applicable regulations. Typically these services will contact primary utility providers that are members; therefore, they do not locate all public utilities and do not locate any private lines. We have included the cost for a private locator service for the project site. Our cost for the private utility locator is based on the assumption that we can access the project site during normal working hours. For the private utility location, we have assumed a time period of about one day since we are expecting to have to offset some of our borings from their desired locations. We will place our borings away from known utility right-of-ways and the locations marked by the regulatory locator services or others. We will only drill at locations that have been cleared by such personnel; therefore, CSI will not be responsible for damages to, or arriving from, utility lines that are not properly identified by others.





## GEOTECHNICAL SCOPE OF SERVICES (cont.)

Boring locations will be located using Real Time Kinematic Differential GPS referencing the KYCORS network. Top of boring elevations will be recorded relevant to the site data by means of rod and level if GPS connectivity is an issue for the site. If more precise means are desired, a licensed surveyor should be contracted. Surveying costs are not included in our estimated fee.

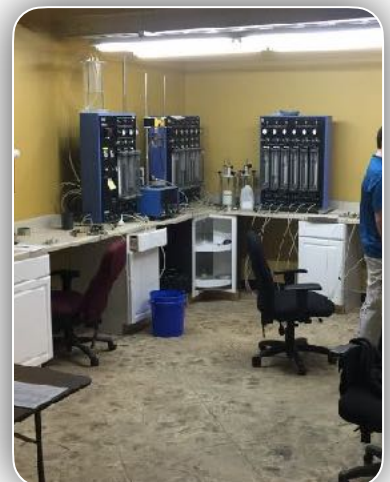
It should be noted that our services, while sampling soil and possibly water in the boreholes, do not include assessment of environmental/contaminant conditions.

Due to the potential rutting and small area access, we will utilize an ATV-mounted drill rig to perform our exploration. To ensure that no field damage occurs we will utilize plywood boards to traverse the site. This will ensure no rutting or track indentions are imprinted on the field and will minimize damage. Additionally, any left over cuttings from our drilling activities will be removed from the site by CSI personnel. From these measures, we expect the field will be left in as close to original condition as possible for this type of operation.

Upon completion of soil augering, we will check water levels in the two borings. We will leave the two borings open for 24 hour water level readings. After the 24 hour water level readings, we will immediately backfill the borings with compacted gravel and auger cuttings to create a permanent plug. Due to the nature of backfilling these holes, there is an inherent risk that some settlement may be observed over time. Borings drilled in asphalt or concrete areas will be patched using rudimentary methods with gravel and finished with cold-patch asphalt or standard bagged concrete. Grouting of borings or additional trips to the site to observe and/or backfill boring holes has not been included in our proposal.

**Laboratory Services** - After the field operations, the recovered samples will be brought back to our laboratory for further classification (classified in general accordance with ASTM D2488) and subjected to the following anticipated laboratory testing:

- Natural moisture contents
- Atterberg limits
- Unconfined compressive strength (soil)
- Percent finer than #200 sieve





## GEOTECHNICAL SCOPE OF SERVICES (cont.)

Engineering Report - After completion of our laboratory testing and our geotechnical analysis, we will issue our geotechnical report. The report will discuss the following:

- Site topographic conditions, site observations, and published geology for the site and site area;
- Area experience we have relative to the project which may affect the project performance;
- Summary of subsurface findings;
- Summary of standards used for field testing, laboratory testing, and geotechnical analysis;
- A general discussion of the primary geotechnical-related issues affecting project design and construction;
- A summary of recommendations for site earthwork;
- A summary of recommendations for foundation design and construction;
- A site seismic classification in accordance with the International Building Code;
- A summary of recommendations for below grade structures (if applicable);
- Recommendations for floor slab construction and design (if applicable).

Before the geotechnical report is finalized, we recommend a meeting with the design team to discuss the findings that will be presented in our report. We have included one such meeting (assumed to be in Lexington or via teleconference) in our scope. Upon completion of the geotechnical report, we will submit the final report to you in electronic format (.pdf) via email while an additional hard copy can be sent via standard mail services if requested.







# COMPENSATION AND AUTHORIZATION

## Insurance

CSI will provide the following insurances. Please reference the summary table below for specific coverages:

Type of Insurance	Company	Per Occurrence	Aggregate	Exp. Date
Worker's Compensation	Kentucky AGC	\$4,000,000	By State Regs	1-1-21
Automobile Liability	United Fire & Casualty Company	\$1,000,000	\$1,000,000	6-15-21
General Liability	United Fire & Casualty Company	\$1,000,000	\$2,000,000	6-15-21
Umbrella Policy	United Fire & Casualty Company	\$10,000,000	\$10,000,000	6-15-21
Professional Liability	Lexington Insurance Company	\$3,000,000	\$3,000,000	6-15-21

## Compensation

Based on the scope of work detailed in this proposal, we have arrived at the following budget (see the Fee Estimate attached for details):

Geotechnical Exploration and Report:

Lump Sum ..... \$ 15,250.00

## Schedule

Upon receipt of authorization to proceed (email will suffice), we would begin the field work within 14 calendar days (drilling schedule and weather dependent). Our field work would take about 4 to 5 days to complete. We would provide an initial findings letter within 2 to 3 business days of completion of field work. Our final report would be issued within 15 business days of completion of field work.

## Closing

Thank you for considering CSI for your project. If there are any questions or if we can provide any additional information to aid in your evaluation of this proposal, please call us at your convenience. To authorize us to begin work, please sign the attached Proposal Acceptance Sheet and return to us. Please note that the Terms and Conditions are a part of this proposal.

We appreciate your consideration of CSI for this work and look forward to assisting you on this and future projects.



# PROPOSAL ACCEPTANCE AGREEMENT

CSI's SERVICES			
Services Description	Geotechnical Services		
Project Name	Campbellsville Independent Athletic Field		
Project Location	Campbellsville, Kentucky		
Proposal Number	6917	Proposal Date:	November 4, 2020

**CLIENT** - CSI will perform the Services referenced in the Proposal for and charge the Invoice to the account of:

Client Name	
Full Address	
Company Contact	
Telephone	
E-mail Address	

**FOR APPROVAL OF CHARGES** - If the invoice is to be mailed for approval to a party other than the Client listed above, please specify below:

Company	
Full Address	
Company Contact	
Telephone	
E-mail Address	

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

## TERMS AND CONDITIONS

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

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

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





# PROPOSAL ACCEPTANCE AGREEMENT

description of the Services in CSI's marketing materials. CSI has the right in its sole discretion, to dispose of or retain the documents. If Client requests documents in an electronic format, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by CSI remains the document of record.

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

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

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

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

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

**8. RISK ALLOCATION AND LIABILITY LIMITATION.** The parties hereunder are aware and understand the risks and rewards associated with the Services, as well as CSI's fee for these Services. The Client acknowledges that without this limitation of liability CSI would not have performed the services and that both parties had the opportunity to negotiate the terms and conditions of this Agreement. The Client and CSI agree to allocate certain of the risks so that, to the fullest extent permitted by law, CSI's total maximum



# PROPOSAL ACCEPTANCE AGREEMENT

aggregate (irrespective of the number of claims or claimants) liability to Client and any third parties shall in no event exceed \$50,000 or the amount of CSI's fee, whichever is greater for any and all injuries, damages, claims, losses, or expenses (including reasonable attorneys' fees and expert witness fees) arising out of this agreement from any cause or causes. Such causes include, but are not limited to, CSI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, indemnity obligations, or other acts giving rise to liability based upon contract, tort or statute except for the knowingly and intentionally wrongful misconduct of CSI. The limitation and Aggregate shall apply to all work for client by CSI irrespective of whether subsequent agreements contain this or a similar provision. Client agrees to indemnify and hold harmless CSI from and against all liabilities in excess of the monetary limit established above. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join CSI as a third-party defendant. For purposes of this paragraph, the term "parties" means the Client and CSI and their officers, directors, shareholders, employees, agents, affiliates, successors, assigns, and subcontractors. Both Client and CSI agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

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

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

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

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

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

**14. DISCOVERY OF HAZARDOUS MATERIALS.** Client represents that it has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed CSI of Client's findings relative to the possible presence of such materials. Hazardous materials may exist where there is no reason to believe they could or should be present. CSI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Proposal or termination of the Services. CSI and Client also agree that the discovery of unanticipated hazardous materials may make it





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necessary for CSI to take immediate measures to protect health and safety of its personnel. Client agrees to compensate CSI for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. CSI agrees to notify Client when unanticipated or suspected hazardous materials are encountered. Client shall make any and all disclosures required by law to the appropriate governing agencies. Client also agrees to hold CSI harmless for any and all consequences of disclosures made by CSI that are required by governing law or ethical canon. In the event the Site is not owned by the Client, Client shall be responsible for informing the Site owner of the discovery of unanticipated or suspected hazardous materials. Notwithstanding any other provision of the Agreement, Client waives any claim against CSI and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold harmless CSI from any claim, liability, and defense costs for injury or loss arising from CSI's discovery and disclosure or reporting of unanticipated or suspected hazardous materials, including, but not limited to, any project delay costs and any costs associated with possible reduction of the Site's value.

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

- a. Client's violation of any federal, state, or local statute regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- b. Client's undertaking of or arrangements for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at a site;
- c. Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during, or after the completion of CSI's services;
- d. allegations that CSI is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to CSI's services; or
- e. any third party suit or claim for damages against CSI alleging strict liability, personal injury (including death) or property damage from exposure to or releases of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of CSI's services under this Agreement.

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

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

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

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

**18. NON-WAIVER; INVALIDITY.** In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provision of these Terms & Conditions. Failure or delay in exercising any right, power or remedy under these Terms & Conditions shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. These Terms & Conditions may be executed via facsimile or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.

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

**20. PRECEDENCE; AMENDMENTS.** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement.



# PROPOSAL ACCEPTANCE AGREEMENT

regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and amongst Client and CSI with respect to the matters contained herein. These Terms & Conditions herein may be amended only by an agreement signed by both CSI and Client.

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

**22. CONFLICTS OF INTEREST.** CSI will advise the Client of any existing or potential conflicts of interest which are discovered during the performance of services under this Agreement. All parties agree that CSI may discontinue its services in accordance with the "Termination" provisions set out elsewhere in this Agreement in the event a material conflict of interest is discovered or becomes evident.

## **PAYMENT TERMS:**

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

Company: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Accepted Date: \_\_\_\_\_





# Consulting Services Incorporated

858 Contract Street Lexington, Kentucky 40505 859.309.6021  
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## FEE ESTIMATE

Project Name:	Campbellsville Independent Athletic Field	Date:	11/4/20
Proposal Number:	6917	CSI Office:	Lexington
Prepared by:	Connor Jackson	Location:	Campbellsville
Checked by:	Barry Bishop		
Engineering Scope:	Geotechnical Exploration including 39 rock soundings, 2 STBs, 1 test pit, 1 single ring infiltrometer test, and a full geotechnical report.		

Description	Quantity	Unit Cost	Cost	Notes
DRILLING				
Mobilization (within 50 miles of CSI)		EA	\$325.00	\$0.00
Mobilization (beyond 150 miles of CSI)	174.0	MI	\$3.25	\$565.50
Soil Test Borings (up to 50' deep)	30.0	FT	\$12.00	\$360.00
Soil Test Borings (over 50' deep)		FT	\$17.50	\$0.00
Auger Borings	390.0	FT	\$7.50	\$2,925.00
Bulk Sample		EA	\$50.00	\$0.00
Undisturbed Sampling (Shelby Tubes)	2.0	EA	\$50.00	\$100.00
Water Hauling		HR	\$75.00	\$0.00
Rock Coring		FT	\$30.00	\$0.00
Rock Coring Set-up		EA	\$75.00	\$0.00
Damage Prevention Fee	1.0	EA	\$1,000.00	\$1,000.00
Drill Crew Per Diem	2.0	EA	\$175.00	\$350.00
Day Rate		EA		\$0.00
			Subtotal	\$5,300.50
LAB TESTING				
Atterberg Limits	2	EA	\$65.00	\$130.00
Grain Size Analysis	2	EA	\$65.00	\$130.00
Natural Moisture Content	8	EA	\$11.00	\$88.00
Unconfined Compressive Strength (soil or rock)	1	EA	\$100.00	\$100.00
U-U TX testing		EA	\$300.00	\$0.00
CBR (includes Standard Proctor)		EA	\$350.00	\$0.00
Standard Proctor		EA	\$165.00	\$0.00
Swell Test		EA	\$350.00	\$0.00
Remolded Swell Test		EA	\$400.00	\$0.00
Consolidation Test		EA	\$400.00	\$0.00
			Subtotal	\$448.00
ENGINEERING				
Proposal / Setup / Utilities	2.0	HR	\$150.00	\$300.00
Engineering Field Time (Drill)	24.0	HR	\$100.00	\$2,400.00
Engineering Field Time (Test Pit)	4.0	HR	\$100.00	\$400.00
Single Ring Infiltrimeter Test	1.0	EA	\$1,500.00	\$1,500.00
Classification / Lab Assignments	0.5	HR	\$100.00	\$50.00
Prelim Letter	1.0	HR	\$100.00	\$100.00
Analysis	2.0	HR	\$100.00	\$200.00
Report	8.0	HR	\$100.00	\$800.00
Senior PE Review	2.0	HR	\$150.00	\$300.00
Final Report	1.0	HR	\$100.00	\$100.00
Drafting	2.0	HR	\$65.00	\$130.00
			Subtotal	\$6,280.00
OTHER EXPENSES				
Engineer Mileage (1 trip)	174.0	MI	\$1.00	\$174.00
Surveying Costs		EA	\$250.00	\$0.00
Per Diem - Engineer	4.0	EA	\$150.00	\$600.00
Excavation Equipment + Operator		EA	\$1,500.00	\$0.00
Utility Location Services	1.0	EA	\$2,760.00	\$2,760.00
			Subtotal	\$3,534.00
			TOTAL	\$15,562.50