



March 17, 2021

Marion County Board of Education  
c/o Kevin McCalla  
Ross Tarrant Architects  
101 Old Lafayette Avenue  
Lexington, KY 40502

**Re: Proposal for Geotechnical Exploration  
Marion County High School Renovation and Addition  
Lebanon, Kentucky  
Proposal No. P21-019**

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 Ross Tarrant Architects, dated March 3, 2021, 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 Ross Tarrant Architects on behalf of the Marion County Board of Education. The proposed project will consist of a new 6,000 ft<sup>2</sup> classroom addition, new asphalt drives, parking lots, and concrete curbs and walks. Maximum column loads are anticipated to be 50 kips and maximum wall loads are expected to be 4 kips/ft.

### **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**

In general accordance with the RFP, we are proposing eleven (11) soil test borings and two (2) rock line soundings. The borings and soundings will be placed in the general locations indicated on the provided site plans and will be extended to a depth of fifteen (15) feet or refusal. If refusal is encountered before fifteen (15) feet, a rock core will be obtained from one (1) location. 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.

### **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 one (1) work day. The final report should then be completed within approximately ten (10) work days after the date of drilling.

### **EXPLORATION COST**

**Based on anticipated subsurface conditions and the scope of work as defined, it is estimated for this subsurface exploration to have a Not to Exceed cost of \$7,735.00.**

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

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.  
Project Engineer



Jason Ainslie, P.E.  
President

## **COST ESTIMATE**

**Project: Marion County High School Renovation and Addition**

**Project Location: Lebanon, Kentucky**

**Estimated Cost: \$7,735.00**

**Proposal Number: P21-019**

<b>Mobilization</b>		
Drill Rig	1 @ \$490.00	\$490.00
<b>Site Reconnaissance and Layout</b>		
Project Engineer	3 hrs. @ \$85.00/hr.	\$255.00
Mileage	150 miles @ \$0.60/mile	\$90.00
<b>Drilling and Sampling</b>		
Soil Profile Augering	140 ft. @ \$12.00/ft.	\$1,680.00
Rock Line Sounding	30 ft. @ \$7.50/ft.	\$225.00
Rock Core Drilling	10 ft. @ \$45.00/ft.	\$450.00
Water Hauling and Core Set Up	1 @ \$150.00	\$150.00
Undisturbed Sample	1 @ \$60.00/ea.	\$60.00
<b>Laboratory Testing</b>		
Natural Moisture Contents and Visual/Manual Classification	55 @ \$8.00/ea.	\$440.00
Atterberg Limits	2 @ \$60.00/ea.	\$120.00
Sieve Analysis	2 @ \$45.00/ea.	\$90.00
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
<b>Professional Services</b>		
Senior Project Engineer, P.E.	2 hrs. @ \$120.00/hr.	\$240.00
Project Engineer	20 hrs. @ \$85.00/hr.	\$1,700.00
Project Geologist	1 hrs. @ \$85.00/hr.	\$85.00
Drafting/Boring Log Prep.	4 hrs. @ \$50.00/hr.	\$200.00
<b>Mandatory Site and Architect Meetings</b>		
Project Engineer	10 hrs. @ \$85.00/hr.	\$850.00
Mileage (2 trips to site)	300 miles @ \$0.60/mile	\$180.00
	<b>Estimated Cost</b>	<b>\$7,735.00</b>



**L.E. GREGG ASSOCIATES.**

PHONE: 859-252-7558

FAX: 859-255-0940

**PROPOSAL ACCEPTANCE AGREEMENT**

Project Name: Marion County High School Renovation and Addition

Project Location: Lebanon, Kentucky

Description of Services: Geotechnical Engineering Services

L.E. Gregg Proposal: P21-019

L.E. Gregg Project #:

**Not to Exceed Cost: \$7,735.00**

**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 *forty five (45)* 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. 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.

### **7. 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.

### **8. 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



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are performed by personnel other than *L.E. GREGG'S* employees or subcontractors.

### **9. 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.

### **10. 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.

### **11. 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.

### **12. 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.

### **13. 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 addressed first by negotiation or mediation. If the issue cannot be resolved in this manner, civil action in a court of law may be pursued. 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.

### **14. 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.

### **15. 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,

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lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

### **16. 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.

### **17. 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.

### **18. 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.

### **19. 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.

### **20. 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.

### **21. 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.

### **22. 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

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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.

### **23. 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.

### **24. 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 reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. 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.

### **25. 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.

### **26. 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, 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

## **TERMS AND CONDITIONS**

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.

Revised April 2015

### **27. OWNERSHIP AND USE 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. L.E. GREGG hereby grants Client an irrevocable, fully paid-up, perpetual license and right to use of original documents, drawings, and supplemental information for any purpose related to this project. This license shall survive the completion of this Agreement. 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.

### **28. 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.