

February 9, 2022

Superintendent Kevin Stull
Garrard County Schools
599 Industry Road
Lancaster, KY 40444

RE: Geotechnical Exploration Services for: Garrard Co. High School Site

Dear Superintendent Kevin Stull:

We have reviewed the geotechnical exploration proposals submitted by three Engineering Firms. All three proposals are attached for your review. The following is a summary of their proposals:

CSI: \$60,400.00, Alternate Sounding: \$6,100.00
Geotechnology: \$54,000.00, Alternate Sounding: \$4,500.00
Solid Ground: \$49,500.00, Alternate Sounding: \$5,000.00, Geophysical Exploration: \$7500.00

All three of the firms are qualified to provide the services required. Therefore, based on the information provided, the time to produce the work, and each of the Engineering Firm's specific familiarity with the respective site we recommend hiring Solid Ground Consulting Engineers for the sum of \$49,500.00. They also provided a price for Geophysical Exploration in the amount of \$7,500.00. We recommend accepting this additional work as well. This will help to identify and locate potential sink holes on the site. The alternate price for soundings is a contingent plan in case severe conditions are found during the base bid work to further explore the underlying rock surface. The total price for recommended work is \$57,000.00.

Please note that Solid Ground is very familiar with the site. Their knowledge allowed them to give an "anticipated cost" of work. They anticipate the adjusted base bid cost of the geotechnical exploration will be approximately \$27,000. This number may fluctuate slightly. Assuming the work is close to this and with the additional geophysical exploration work, the overall work should cost approximately \$34,500.00 adjusted based on field conditions.

We spoke with Mr. McClure of Solid ground about their proposal and price. He indicated his firm understand the scope of work. His firm worked on the high school project, and this will provide an invaluable insight to the project.

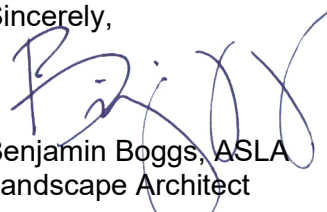
228 E. Reynolds Road
Suite One
Lexington, Kentucky 40517

859.273.3700 t
859.271.6605 f

clotfelter-samokar.com

Please have your Board Attorney review the proposals and advise our office accordingly so that we can issue Notices-to-Proceed for the work. If there are questions regarding this matter, please contact our office at 859-273-3700.

Sincerely,



Benjamin Boggs, ASLA
Landscape Architect

attachments



February 4, 2022

Garrard County Schools
c/o Mr. Ben Boggs
Clotfelter Samokar
228 E. Reynolds Road
Lexington, Kentucky 40517

**Subject: Proposal for Geotechnical Engineering Services
Proposed Additions to Garrard County High School
Lancaster, Kentucky
Solid Ground Proposal No.: 22-010**

Dear Mr. Boggs,

Solid Ground Consulting Engineers, PLLC (Solid Ground) are pleased to provide you with this proposal for Geotechnical Services for the proposed additions to the Garrard County High School and various other campus improvements. This proposal details project information, proposed scope of services, schedule, and estimated cost.

Project Information

Project information was provided by your office through email correspondence during this initial proposal phase. Based on our team members experience during the construction of the high school, we have additional information that we are including within this proposal by reference. Preliminary site plans have been provided by your office via email. It is our understanding the project will consist of an addition to the western side of the existing High School, football field, baseball and softball fields, bus garage, and future Area Technology Center.

Geologic Information

The current site is located within the Ashlock Formation of bedrock. This unit is of Ordovician age and according to the Kentucky Geologic Survey, is known to be prone to karst activity due to solutioning of the bedrock. While no mapped karst features are marked



within the project vicinity, our project team is familiar with several karst features on and adjacent to the site, see Exhibit 1 below. In fact, during the original construction of the high school, four (4) locations were marked as possible karst features within the project boundary. At the time of the original construction, the only method available to the design team was additional geotechnical drilling, modern day geophysical methods of subsurface exploration had not yet been developed, thus the exact extent of these areas are unknown. However, this technology is available to our firm to provide additional examination utilizing geophysical methods. See more information within the Additional Services Section of this proposal.



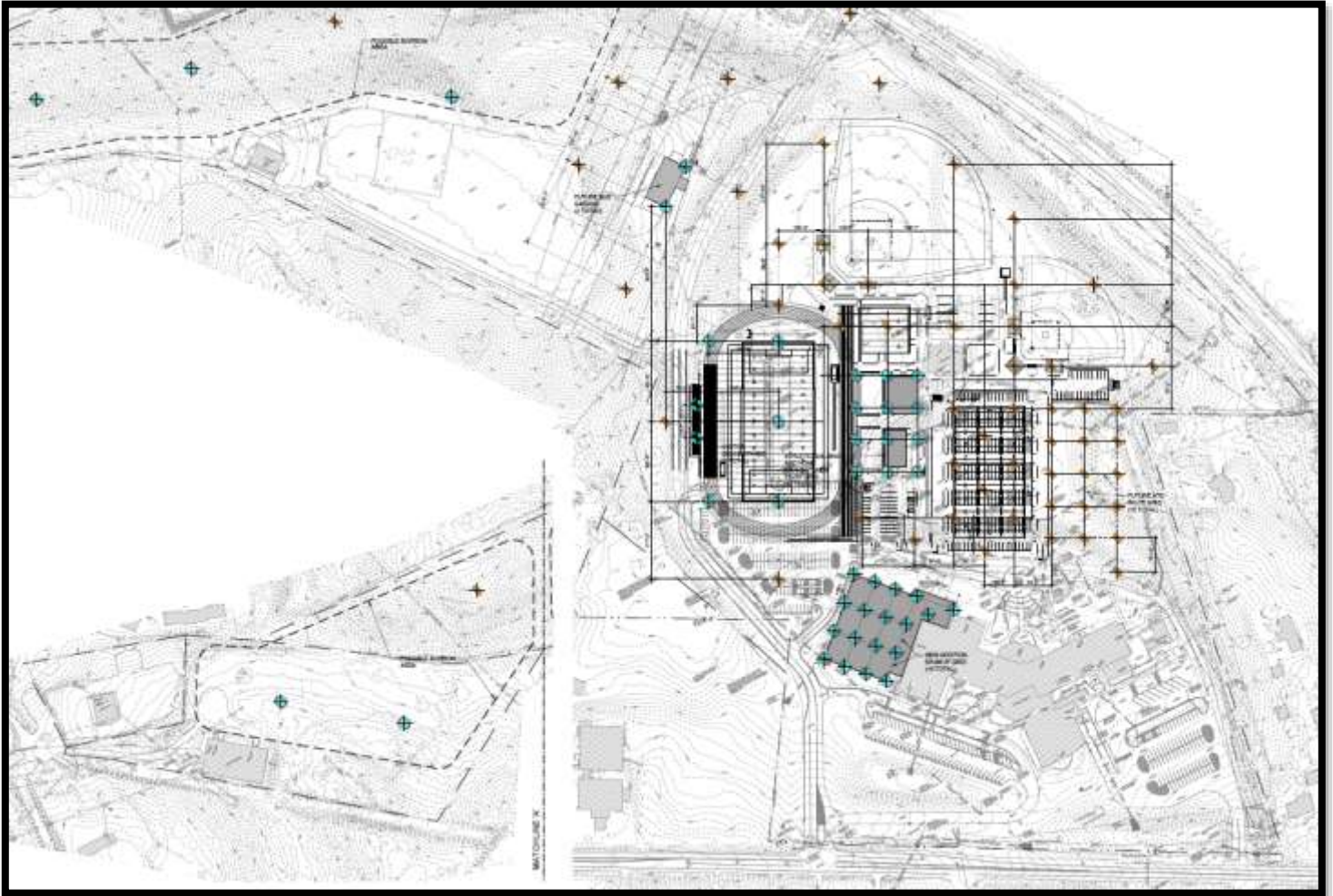
Exhibit 1 – Possible Karst Features

Requested Geotechnical Exploration Program

As per your request, we have proposed a total of ninety-eight (98) soil borings for this project.

The borings indicated by  will be advanced to 20 feet or auger refusal, whichever is achieved first. The borings indicated by  will be advanced to 10 feet or auger refusal, whichever is achieved first, Standard Penetration Testing (SPT's) will be performed at selected intervals. The samples will be retrieved and transported to the laboratory for further analysis. As per the RFP we have also included eight (8) rock cores to a depth of 10 feet into bedrock and an add alternate for 10 soundings to a depth of 50 feet if bedrock is not encountered during the drilling process.

We typically recommend the boring locations be established prior to our site visit. However, the boring locations can be approximately located by us during our site visit but will be considered approximate. All actual boring locations will be surveyed with NAVD 88 elevations, utilizing RTK survey methods.



Proposed Boring Locations

Laboratory Testing

As the geotechnical professional, we will examine the recovered samples and visually classify them according to the Unified Soil Classification System (USCS) (ASTM D-2488). Depending on the conditions encountered, the following laboratory tests may be performed:

- ▲ Natural moisture contents
- ▲ Atterberg Limits
- ▲ Wash #200
- ▲ Expansion Index

Scope of Services

After the field exploration is completed, we will issue a written report describing the conditions encountered. Please note, based on field conditions and the final decision made by your firm, additional borings may be required. The report will include the scope as noted within the RFP and generally stated here:

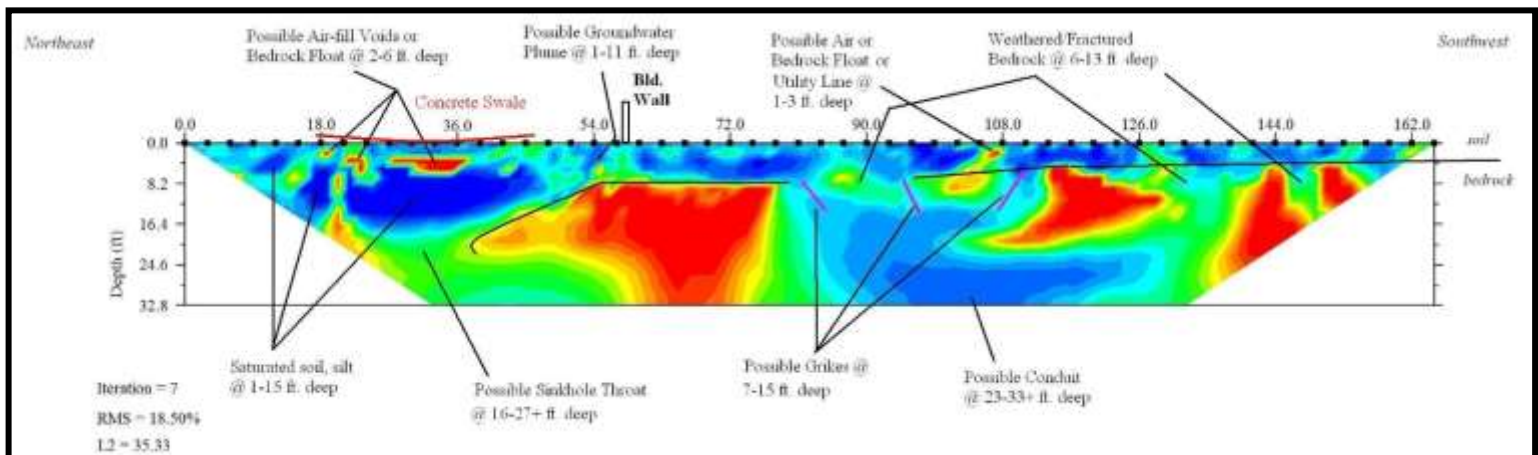
- ▲ A discussion of site surface conditions.
- ▲ A discussion of subsurface conditions encountered as well as a discussion of the published geologic conditions at the site including frost penetration depth.
- ▲ A summary of field and laboratory testing results including a brief review our test procedures.
- ▲ Boring logs and laboratory tests will be summarized in the report and listed in the appendix.
- ▲ A discussion of specific geotechnical conditions and concerns which may affect the design or construction of the project.
- ▲ Recommendations for site preparation and construction of compacted fills including use of alternative construction practices.
- ▲ Groundwater management recommendations.
- ▲ Liquefaction potential and mitigation recommendations.
- ▲ Recommendations for bearing on CLSM.
- ▲ Recommended subgrade reaction modulus for design of slab-on-grade, isolated footings, and mat foundations.
- ▲ Pavement Design.
- ▲ Anticipated total and differential settlement.
- ▲ Recommended general design and construction criteria for the concrete pad areas.
- ▲ A recommendation for seismic site class according to International Building Code which was adopted by the 2018 Kentucky Building Code (KBC).
- ▲ A brief review of our test procedures and the results of all testing conducted.

Additional Services

As requested, we have provided an add alternate pricing for ten (10) rock line soundings to be advanced to a depth of fifty (50) feet. The location of these soundings to be performed at locations determined in the future. Also, due to our familiarity with the site, we feel it necessary to include the additional services within this geotechnical investigation:

Add Alternate – Rock Line Soundings – As requested, we would perform ten (10) rock line soundings to a depth of fifty (50) feet. The location of the soundings to be determined in the future. Additional lump sum cost for this service is \$5,000.

Geophysical Exploration (Electrical Resistivity Testing): This method would allow our engineers to further classify the subsurface with non-destructive methods. This technology will give our team additional understanding of the presence of any karst activity within the scanned area. We feel this is especially prudent within the area noted above as a “Soil Filled Rock Slot”. This service is best preformed prior to mobilization of our drilling equipment. The exact cost is based on the area to be scanned, typically we can perform 4 scans (each scan is approx. 300 linear feet) for \$7,500. The exact scope, extent and subsequent cost of this service would require further discussions with the design team. Please note, additional soils borings/rock coring may be needed after the conclusion of this service to confirm the findings of the Geophysical Exploration. A sample ER scan image is shown below:



Private Utility Locating Service – As noted within the RFP, numerous underground utilities are located within the project area. While we are required by KY State law to notify 811 to clear our boring locations, not all utility companies are members of the 811 network and thus those utilities will not be located by the 811 service. As such, we highly suggest the School District provide a private utility locating service for our work. We can provide this service for an additional \$3,500.

Anticipated Schedule

Typically, we can begin this project within 10 business days after receiving written authorization. We expect the field exploration to take up to three weeks. We can typically provide verbal information shortly after completion of the field work. We anticipate the report to be issued within 60 days after notice to proceed. Due to our current backlog and based on when the actual notice to proceed is given, we may request an additional 1 or 2 weeks to provide the final report. However, as mentioned, we will provide preliminary information to the design team shortly after our field services are completed.

Base Bid Compensation

Based on the work scope described previously, as outlined in the RFP, we propose a base bid, maximum not to exceed **lump sum fee of \$49,500.00** for the geotechnical exploration. Please note, this cost does not include any additional proposed services or the requested add alternate.

However, based on our knowledge of the site and actual bedrock depths, we anticipate the adjusted base bid cost of the geotechnical exploration to be **approximately \$27,000**. This value was derived from our knowledge of the site during construction and is an assumption. The actual cost is subject to increase based on the actual field conditions encountered. Please note, this cost does not include any additional proposed services or the requested add alternate. Should you choose to select this lesser cost, we can invoice based on a time and materials basis to arrive at a total cost.

Authorization

To authorize the proposed Geotechnical Exploration, please sign the attached Proposal Acceptance Sheet and return one complete original of the proposal to us.

Qualifications and Limitations

It is assumed, unless notified otherwise, that we will have permission to work on the site with our equipment and personnel. We will contact the local utility locators (Kentucky Call-Before-You-Dig) prior to the site visit. The utility location services will only mark public utility lines; therefore, assistance will be needed locating private lines or underground structures, if they exist. If private underground utilities exist, they should be located prior to the site visit. The owner understands that we cannot be held responsible for damage to utility lines or loss of service if utility locations are not made known to us or are mislocated by others.

The equipment will leave some areas disturbed. An effort will be made to limit the site disturbance; however, the fee does not include restoring the site to its original condition. The borings will be backfilled during the site visit. The backfill material will consist of the materials that are excavated, unless specifically requested by the client.

Payment Terms

The client understands that we will be compensated for performing the services in accordance with the scope of work detailed in this proposal. The lump sum invoice will be issued once the final report is issued. The client agrees to pay all charges not in dispute within 30 days of receipt of the invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent. The Client shall provide notification within 10 days of receipt of the invoice should the invoice contain charges the Client intends to dispute.

Proposal Acceptance

We appreciate the opportunity to provide our consulting services to you. We look forward to working with you on this project. If you have any questions, we would be glad to address

them. If this proposal is acceptable as written, please have the person responsible for payment sign one copy and return it to our office. That will be our indication to begin work. Once again, thank you for considering our firm for this project.

SERVICES AUTHORIZED

- ☐ BASE BID - \$49,500.00 (MAXIMUM NOT TO EXCEED)
- ☐ ADJUSTED BASE BID - GEOTECHNICAL INVESTIGATION - \$27,000.00
(estimated cost), with additional unit rates
- ☐ ADD ALTERNATE – ROCK LINE SOUNDINGS - \$5,000.00
- ☐ GEOPHYSICAL EXPLORATION - \$7,500.00*
- ☐ PRIVATE UTILITY LOCATING SERVICE - \$3,500.00

*Additional conversations with the design team required to establish a final scope and price.

CONSULTANT:



SIGNATURE:

SOLID GROUND CONSULTING ENGINEERS, PLLC

PRINTED NAME & TITLE: TIM MCCLURE / VICE PRESIDENT

DATE: February 4, 2022

CLIENT or CLINET REP:

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

Please submit one copy to Solid Ground Consulting Engineers, PLLC by email correspondence or mail.



GARRARD COUNTY HIGH SCHOOL
UNIT FEE SECHEDULE – GEOTECHNICAL EXPLORATION

| <u>STAFF</u> | <u>UNIT FEE</u> |
|--|-----------------|
| PRINCIPAL ENGINEER, PER HOUR | \$125.00 |
| PROJECT ENGINEER, PER HOUR | \$95.00 |
| TECHNICIAN, PER HOUR | \$60.00 |
| CLERICAL, PER HOUR | \$50.00 |
| | |
| <u>FIELD EXPLORATION</u> | <u>UNIT FEE</u> |
| SOIL PROFILE AUGERING W/ SPT, PER FOOT | \$18.00 |
| ROCK SOUNDINGS, PER FOOT | \$15.00 |
| ROCK CORE DRILLING, PER FOOT | \$40.00 |
| SHELBY TUBE (ATTEMPT), EACH | \$50.00 |
| BULK SAMPLE, EACH | \$50.00 |
| MOBILIZATION/DEMOBILIZATION, EACH | \$1,800.00 |
| | |
| <u>LABORATORY</u> | <u>UNIT FEE</u> |
| NATURAL MOISTURE CONTENTS, EACH | \$25.00 |
| ATTERBERG LIMITS, EACH | \$85.00 |
| SIEVE AND HYDROMETER, EACH | \$200.00 |
| WET SIEVE, EACH | \$80.00 |
| STANDARD PROCTOR, EACH | \$400.00 |
| MODIFIED PROCTORE, EACH | \$500.00 |
| CALIFORNIA BEARING RATIO, EACH | \$400.00 |
| CONSOLIDATION TEST, EACH | \$500.00 |
| SKRINKAGE RATIO, EACH | \$150.00 |
| PERMEABILITY, EACH | \$350.00 |
| UNCOFINED COMPRESSION TEST, EACH | \$175.00 |
| SLAKE DURABILITY, EACH | \$125.00 |
| LA ABRASION, EACH | \$250.00 |
| SULFATE SOUNDNESS, EACH | \$350.00 |
| | |
| <u>MISC.</u> | <u>UNIT FEE</u> |
| PER DIEM | \$150.00 |
| TRIP CHARGE | \$0.60/MILE |





Via email: bboggs@clotfelter-samokar.com

© 2022 Geotechnology, LLC
February 4, 2022

Mr. Ben Boggs, ASLA
Clotfelter-Samokar Architects
228 E. Reynolds Road
Suite One
Lexington, Kentucky 40517

Re: Proposal for Geotechnical Exploration
Garrard County High School Additions
Lancaster, Kentucky
Geotechnology Proposal No. P040630.01

Dear Mr. Boggs:

In response to your request, Geotechnology, LLC (Geotechnology) is pleased to submit this proposal to perform a geotechnical exploration for Garrard County High School Additions to be located at 599 Industry Road Lancaster, Kentucky. We have prepared this proposal based on our review of your January 28, 2022 request for proposal (RFP), a review of our archival geotechnical data, and our experience as geotechnical engineers in Central Kentucky.

Geotechnology has extensive experience in providing Geotechnical Engineering for large earthwork projects as well as educational facilities and will leverage our experience to meet the specific site challenges so that your project will be a success.

1.0 PROJECT INFORMATION

Based on the aforementioned RFP, we understand that this project will include the construction of a new Gym and Athletic Complex. The new Gym will be an addition to the existing High School building located on the northwest side of the existing building. The Athletic Complex will be located north of the existing High School building and will consist of new locker rooms, grandstands, press boxes, and dugouts. There is also a future Area Technology Center planned for the site. Column and wall loads for the new Gym are understood to be as much as 350 kips and 12 kips per linear foot (klf), respectively. Column and wall loads for the athletic buildings are understood to be as much as 90 kips and 4 kips per linear foot (klf), respectively. Parking areas will be located to the south and east of the football stadium. A significant amount of grading will be performed with approximately 1000,000 cubic yards of cuts and fills anticipated.



2.0 KEY GEOTECHNICAL ISSUES AND CONSIDERATIONS

We anticipate that the planned development will have the following key issues that the geotechnical exploration will address:

- Depth and condition of existing fill associated with past construction
- Grading and reuse of on-site soils
- Potentially expansive soil and/or bedrock and its effects on footings and floor slab support
- Quality and strength of near-surface soils for support of low-rise structures
- Groundwater conditions (and its effect on building performance)
- Quality and strength of the bedrock for support of deep foundations
- Seismic site classification per 2015 International Building Code (IBC)
- Earth pressures for below-grade walls

3.0 SCOPE OF SERVICES

The purposes of our services are to explore the subsurface conditions and to provide geotechnical recommendations for the design and construction of the project. Geotechnology proposes the following scope of services for the geotechnical exploration:

- Perform a site reconnaissance.
- Drill 98 borings, ranging in depth from 10 to 20 feet. In each boring, soil and/or bedrock samples will be obtained by split-spoon sampling methods at regular intervals. Occasionally, Shelby tube samples of the overburden soils will be recovered to obtain relatively undisturbed soil samples for laboratory testing. A maximum of 1,420 linear feet of auger drilling and split-spoon sampling is budgeted. Bedrock will be explored in eight of the borings by coring 10 feet using NQ-sized wireline rock coring techniques. A maximum of 80 linear feet of rock coring is budgeted. As an alternate to the base scope of work, we will provide 10 rock line soundings up to 50 feet in depth if bedrock is not encountered during the base scope drilling operations.
- Perform laboratory tests on selected soil and bedrock samples to evaluate index and strength properties. Laboratory testing will include various combinations of the following tests: moisture content, Atterberg limits, gradation (particle-size) analyses, and unconfined compression.



- Seismic site class will be evaluated using N-values and undrained shear strengths in accordance with Chapter 20 of ASCE 7-10.
- Prepare a report that summarizes the results of the borings, laboratory tests, and engineering analyses, and that provides geotechnical design and construction recommendations, including the following:
 - Site excavation and placement of fill;
 - Seismic site class per the 2015 International Building Code (IBC);
 - Foundation recommendations, including allowable bearing capacity;
 - Drainage considerations and lateral earth pressures for use in the design of below-grade foundation walls and retaining walls;
 - Floor slab recommendations; and
 - Pavement subgrade preparation and considerations, including a pavement design.
- Distribute the report in pdf format to Clotfelter-Samokar and the designated design team.

Our scope will also include the following auxiliary services to support the primary geotechnical services described previously:

- Staking and locating the borings in the field using a handheld Trimble Geo7X GPS unit. We have assumed that an AutoCAD topographic site plan in a state plane coordinate system will be provided by the Client for staking purpose. Ground surface elevations will be approximated from the provided topographic plan or available GIS contours.
- Contacting Kentucky 811 in order for member utility companies to locate public utilities within the proximity of the borings prior to drilling. We note that it is common for member utility companies to decline locating public utilities on private properties, and that member utility companies will not locate any private utilities. Therefore, we have included in our fee the cost to subcontract with a private utility locating company to scan for such utilities within the proximity of our borings.
- Providing a full-time geologist or engineer on site during the drill operations to coordinate access with the property owner(s), oversee and manage the sample collection and soil/bedrock identification process, provide direction during exploration, prepare boring logs of the material encountered, and transport samples to our laboratory for further testing.
- Backfilling the borings with auger cuttings and plastic hole plugs upon completion of the drilling activities. In existing pavement areas, boreholes in asphalt pavements will be



patched with cold-patch asphalt, and boreholes in concrete pavements will be patched with bag mix concrete.

Our scope of services does not include any environmental assessment, investigation, or study for the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on or below or around the site. However, we can provide environmental services if needed for this project. Please advise if you prefer that we either revise this proposal or prepare a separate proposal to include environmental services.

A copy of "Important Information about This Geotechnical Engineering Proposal" that is published by the Geoprofessional Business Association (GBA) is enclosed for your review.

3.1 Site Access and Restoration

Any restrictions or requirements imposed by governmental agencies or others with regard to site clearing, access limitation, utility clearance, or restoration are considered beyond our scope of services. Drill rig access to boring locations in unpaved areas may leave ruts in the soil or grass. Our scope does not include restoration of ruts or other disturbance caused by the drill rig.

3.2 Anticipated Subsurface Conditions

The budgeted linear footage of drilling and sampling is based on an anticipated subsurface profile of native clays over shale and limestone bedrock. In the event that unusual or erratic subsurface conditions are encountered, we will contact you to discuss our recommended changes prior to expanding the scope of services.

3.3 Seismic Site Class

To evaluate the seismic site class per the 2015 IBC, it will be necessary to extend at least one of the borings to the surface of the competent, relatively unweathered bedrock, or to a depth of 100 feet below the proposed structure, whichever is less.

We anticipate encountering the competent, relatively unweathered bedrock within at least one of the borings at the scheduled depths. However, if bedrock is not encountered, we will notify our Client of the need to drill deeper and will invoice for the drilling and sampling performed to extend a boring to bedrock.

4.0 SCHEDULE AND FEE

With our present work schedule, drilling could commence within three to four weeks after receipt of authorization to proceed and after the boring locations are staked in the field, weather and site conditions permitting. Normally an allowance of three to four weeks following completion of fieldwork is allotted for submittal of the geotechnical exploration report.

Our services are offered in accordance with the accompanying Terms for Geotechnology's Services (Terms). The cost of our base scope of services will be a lump sum fee of **Fifty-Four Thousand Dollars (\$54,000.00)**. The alternate for rock line soundings will be provided for the lump sum fee of Four Thousand Five Hundred Dollars (\$4,500.00) if authorized. The



accompanying fee schedule provides our unit rates to be used if any additional services or out of scope work is approved. Any meetings (in-person or virtual) and conference calls will be invoiced at our included hourly rates in excess of the lump sum fee.

This proposal and fee estimate have been prepared using Geotechnology's standard fee schedule and with the assumption that Geotechnology's Terms will be used as the contract mechanism. Geotechnology reserves the right to revise this proposal and increase our fee estimate, at any time, if our Terms are not used or if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.

5.0 ACCEPTANCE

If this proposal, including the contractual terms, is acceptable, please sign in the space provided on the following Terms and return one executed copy of the Terms and this proposal to our office as your authorization for us to proceed.

* * * * *

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Respectfully submitted,
GEOTECHNOLOGY, LLC

Matthew K. Barker
Geotechnical Manager

Lee J. Czor, PE
Principal Engineer/Office Lead

MKB/LJC:tmk

Enclosure: GBA's Important Information about This Geotechnical Engineering Proposal



FEE SCHEDULE & COST BREAKDOWN

TASK 1000 - GEOTECHNICAL CONSULTING

Professional Personnel

| <u>DESCRIPTION</u> | <u>UNIT COST</u> | <u>UNIT</u> |
|-------------------------------------|------------------|-------------|
| Engineer/Scientist D | \$68.00 | Hour |
| Engineer/Scientist B | \$100.00 | Hour |
| Project Manager F | \$126.00 | Hour |
| Associate, Senior Project Manager C | \$140.00 | Hour |
| Word Processor A | \$67.50 | Hour |

Unit Billing

| <u>DESCRIPTION</u> | <u>UNIT COST</u> | <u>UNIT</u> |
|--------------------|------------------|-------------|
| Vehicle Mileage | \$0.85 | Mile |

TASK 1300 - GEOTECHNICAL LABORATORY TESTING

Unit Billing

| <u>DESCRIPTION</u> | <u>UNIT COST</u> | <u>UNIT</u> |
|--|------------------|-------------|
| Moisture Content Soil/Rock ASTM D2216 | \$8.00 | Each |
| Atterberg Limits, 3-Pt Method ASTM D4318 | \$90.00 | Each |
| Sieve Analysis, Washed ASTM D422 | \$90.00 | Each |
| Sieve & Hydrometer Analysis ASTM D422 | \$125.00 | Each |
| Natural Density ASTM D7263 | \$75.00 | Each |
| Unconfined Compression Soil ASTM D2166 | \$90.00 | Each |
| Standard Proctor, Soil ASTM D698 | \$175.00 | Each |
| Laboratory CBR ASTM D1883 | \$300.00 | Each |
| Unconfined Compression Test, Bedrock | \$125.00 | Each |

TASK 5001 - DRILLING

Unit Billing

| <u>DESCRIPTION</u> | <u>UNIT COST</u> | <u>UNIT</u> |
|---|------------------|-------------|
| Mobilization/Demobilization - Local | \$500.00 | LS |
| Difficult Move Time | \$250.00 | Hour |
| Personnel Per Diem | \$185.00 | Day |
| Geotechnical Boring-Drilling & Sampling | \$20.00 | Foot |
| Thin-Walled Tube 3-in. | \$90.00 | Each |
| Fuel Surcharge | \$54.00 | Day |
| Rotary or Coring Setup Charge | \$115.00 | Each |
| Bulk Sample | \$32.00 | Each |
| NQ Coring | \$42.75 | Foot |

TERMS FOR GEOTECHNOLOGY'S SERVICES

1. THE AGREEMENT

- a. This AGREEMENT is made by and between: **Geotechnology, LLC**, hereinafter referred to as **GEOTECHNOLOGY**, and **Cloftelter-Samokar Architects**, hereinafter referred to as **CLIENT**.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. **P040630.01**, dated **February 4, 2022**, and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 90 days from **February 4, 2022**.
- d. The technical pricing information contained in this PROPOSAL submitted by **GEOTECHNOLOGY** is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of **GEOTECHNOLOGY**.
- e. It is intended by the parties to this AGREEMENT that **GEOTECHNOLOGY'S** services in connection with the project shall not subject **GEOTECHNOLOGY'S** individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, **CLIENT** agrees that as the **CLIENT'S** sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against **GEOTECHNOLOGY**, a Missouri corporation, and **CLIENT** expressly waives **CLIENT's** rights against any of **GEOTECHNOLOGY'S** employees, officers or directors.

2. STANDARD OF CARE

- a. **CLIENT** recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by **GEOTECHNOLOGY** will be based solely on information available to **GEOTECHNOLOGY**. **GEOTECHNOLOGY** is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. **GEOTECHNOLOGY** offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. **CLIENT** has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. **GEOTECHNOLOGY** makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by **GEOTECHNOLOGY**.

3. SITE ACCESS AND SITE CONDITIONS

- a. **CLIENT** will grant or obtain free access to the site for all equipment and personnel necessary for **GEOTECHNOLOGY** to perform the services set forth in this AGREEMENT. **CLIENT** will notify any and all possessors of the project site that **CLIENT** has granted **GEOTECHNOLOGY** free access to the site. **GEOTECHNOLOGY** will take reasonable precautions to reduce damage to the site, but it is understood by **CLIENT** that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, **CLIENT** is responsible for accurately delineating the locations of all subterranean structures and utilities. **GEOTECHNOLOGY** will take reasonable precautions to avoid known subterranean structures, and **CLIENT** waives any claim against **GEOTECHNOLOGY** arising from damage done to subterranean structures and utilities not identified or accurately located.

4. CHANGED CONDITIONS

- a. If, during the course of performance of this AGREEMENT, conditions or circumstances are discovered which were not contemplated by **GEOTECHNOLOGY** at the commencement of this AGREEMENT, **GEOTECHNOLOGY** shall notify **CLIENT** in writing of the newly discovered conditions or circumstances, and **CLIENT** and **GEOTECHNOLOGY** shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

5. SAMPLES AND CUTTINGS

- a. **GEOTECHNOLOGY** will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at **CLIENT'S** expense upon **CLIENT'S** prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are **CLIENT'S** responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. **CLIENT** shall take custody of all monitoring wells, probe holes and borings installed by **GEOTECHNOLOGY** and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at **CLIENT'S** expense.

6. OBSERVATION

- a. **CLIENT** recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, **CLIENT** shall retain **GEOTECHNOLOGY** to observe construction when **GEOTECHNOLOGY** has provided engineering services. **CLIENT** understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should **GEOTECHNOLOGY** for any reason not provide construction observation during the implementation of **GEOTECHNOLOGY'S** plans, specifications, and recommendations, or should **CLIENT** restrict **GEOTECHNOLOGY'S** assignment of observation personnel, **CLIENT** shall, to the fullest extent permitted by law, waive any claim against **GEOTECHNOLOGY**, and indemnify, defend, and hold **GEOTECHNOLOGY** and its affiliated companies harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by **GEOTECHNOLOGY**.
- b. If **GEOTECHNOLOGY** 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, then this paragraph applies. For the specified assignment, **GEOTECHNOLOGY** will report observations and professional opinions to **CLIENT**. No action of **GEOTECHNOLOGY'S** site representative can be construed as altering any AGREEMENT between **CLIENT** and others. **GEOTECHNOLOGY** will report to **CLIENT** observed conditions related to services for which **GEOTECHNOLOGY** has been retained to perform which, in **GEOTECHNOLOGY'S** professional opinion, do not conform with plans and specifications. **GEOTECHNOLOGY** has no right to reject or

stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY's presence on site does not in any way guarantee the completion or quality of the work of any party retained by CLIENT to provide field or construction-related services.

- c. GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.
- d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
- e. GEOTECHNOLOGY will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
- f. GEOTECHNOLOGY will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. GEOTECHNOLOGY will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by GEOTECHNOLOGY.
- g. Construction materials tests performed by GEOTECHNOLOGY on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. GEOTECHNOLOGY'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

7. JOBSITE

- a. Unless specifically set forth in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY and its affiliated companies harmless for any and all consequences of disclosures made by GEOTECHNOLOGY, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- f. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY, which are found to be contaminated.

8. BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. CLIENT recognizes that late payment of invoices results in extra expenses for GEOTECHNOLOGY. GEOTECHNOLOGY retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of GEOTECHNOLOGY'S invoices are not paid when due, GEOTECHNOLOGY reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

9. TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

10. ALLOCATION OF RISK

10.1 LIMITATION OF LIABILITY

- a. GEOTECHNOLOGY and CLIENT have evaluated the risks and rewards associated with this project, including GEOTECHNOLOGY'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of GEOTECHNOLOGY to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or GEOTECHNOLOGY'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of GEOTECHNOLOGY'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, GEOTECHNOLOGY'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party.

10.2 INDEMNIFICATION

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and GEOTECHNOLOGY, they shall be borne by each party in proportion to its negligence.
- b. CLIENT shall indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to GEOTECHNOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2a above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its affiliated companies, agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.
- d. GEOTECHNOLOGY shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third party liability as described in Paragraph 10.2b above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

11. CONTINUING AGREEMENT

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

12. PREVAILING WAGE AND UNION MEMBERSHIP

- a. Unless CLIENT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY and its affiliated companies from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

13. THIRD PARTY RELIANCE UPON REPORTS

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its affiliated companies, officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

14. NON-SOLICITATION OF EMPLOYEES

- a. CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

15. DISPUTES RESOLUTION

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law,

GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.

- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
- (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
 - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

16. GOVERNING LAW AND SURVIVAL

- a. The law of the State of Missouri will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

17. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

18. OTHER PROVISIONS

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

19. FUTURE SERVICES

- a. All future services rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

20. SIGNATURES

- a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

CLOTFELTER-SAMOKAR ARCHITECTS

GEOTECHNOLOGY, LLC



(Signature)

(Signature)

(Printed Name)

Matthew K. Barker

(Printed Name)

(Position)

Geotechnical Manager

(Position)

(Date)

February 4, 2022

(Date)

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.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

Copyright 2015 by the Geoprofessional Business Association (GBA). Duplication, reproduction, copying, or storage of this document, in whole or in part, by any means whatsoever, is strictly prohibited, except with GBA’s specific written permission. Excerpting, quoting, or otherwise extracting wording from this document is permitted only with the express written permission of GBA, and only for purposes of scholarly research or book review. Only GBA-Member Firms may use this document as a complement to or as an element of a geotechnical engineering proposal or similar document. Any other firm, individual, or entity that so uses this document without being a GBA-Member Firm could be committing negligent or intentional (fraudulent) misrepresentation.



Geotechnical Services for
Garrard County High School
Lancaster, Kentucky

Prepared for:

Garrard County Schools
% Clotfelter Samokar
Lexington, Kentucky

February 4, 2022



February 4, 2022

Garrard County Schools
% Clotfelter Samokar
228 East Reynolds Road
Lexington, Kentucky 40517

Attention: Mr. Ben Boggs, ASLA
Sent via e-mail: bboggs@clotfelter-samokar.com

**Subject: Proposal for Geotechnical Services
Garrard County High School
Lancaster, Kentucky
CSI Proposal No. 7681**

Dear Mr. Boggs,

Consulting Services Incorporated of Kentucky (CSI) is very grateful for the opportunity to propose on your Garrard County High School project in Lancaster, Kentucky. Attached hereto is a short letter summarizing our understanding of the project, our proposed scope of services, our project team, the required compensation and the committed schedule for our services. We have also included our proposal acceptance agreement section to complete the contract. Collectively, these are our Proposal Contract for the project.

Again, we greatly appreciate the opportunity to provide our services and look forward to working with you and the project team on this (and hopefully) more projects in the future. Please do not hesitate to contact us for questions or comments about the information contained herein.

Cordially,

Bruce L. Hatcher, PE
Chief Engineer

Project Information

Project information was provided to us from an e-mail from you dated January 28, 2022. Your e-mail contained two documents: 1) An RFP from Clotfelter Samokar (4 pages), and 2) Instructions to Geotechnical Engineers from Brown + Kubican Structural Engineers (3 pages). We were also provided Sheet B001 - Boring Plan for the project.

We understand that Garrard County Schools is planning major additions and renovations to the existing High School campus. These plans include a new athletic complex with new locker buildings, grandstands, press boxes, and dugouts. A new gymnasium addition is also planned. Future plans include an ATC building and a bus garage. Extensive site grading is expected.

A total of 99 borings are proposed. Please reference the following table for more details:

| Table 1. Borings Per Structure or Area | | |
|--|-------------------|-----------------|
| Property Identification | Number of Borings | Depth of Boring |
| New Gymnasium Addition | 18 | 20 feet |
| Athletic Buildings/Home Grandstands | 12 | 20 feet |
| Visitor Bleachers | 2 | 20 feet |
| Football Field/Track | 5 | 20 feet |
| Future Bus Garage | 2 | 20 feet |
| Possible Borrow Areas | 5 | 20 feet |
| Future ATC Building | 15 | 10 feet |
| Softball Field | 7 | 10 feet |
| Baseball Field | 5 | 10 feet |
| Possible Borrow Areas | 2 | 10 feet |
| Other Areas (cuts, pavements, non-structure areas, etc.) | 26 | 10 feet |

Proposed Scope

Our general scope would include the request of up to 99 soil test borings as detailed above. We understand that if shallow auger refusal is encountered, additional drilling/sampling may be required to fulfill the total drilling footage specified. Please note that our borings will generally be placed in easily accessible areas of the project site. Our scope of work does not include any special provisions for site access issues (no bulldozer, site clearing, etc.). Note that we may have to offset some of our borings due to overhead or underground utilities, obstructions, etc. We expect that each of our borings will be advanced to auger refusal to help determine the availability of cut material for use as fill in other areas of the project site. Sampling of refusal materials (rock coring) will be performed as requested (8 locations with 10 feet of rock core at each location). The RFP also requested 10 soundings (borings without sampling) extending to 50 feet deep each for a total sounding footage of 500 feet. This is listed as a separate line item in the compensation section of this proposal.

All borings/soundings will be laid out using survey grade GPS equipment. Please note that CSI is not a surveying firm. If surveyed boring/sounding locations are desired, then a licensed surveyor should be contracted (by others) to locate our borings/soundings.

Upon completion of soil augering, we will check water levels in the boreholes. We will not be leaving boring holes open for 24 hour water level readings and will immediately backfill the holes with auger cuttings and reverse auger the top few feet to create a temporary plug. Borings drilled in asphalt or concrete areas (if any) will be patched with cold-patch asphalt or bagged concrete (e.g. "quickrete"). Grouting of borings or additional trips to the site to observe and/or backfill boring holes has not been included in our proposal.

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 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. Note that an underground utility locator has not been included within our scope. It should also be noted that adding additional borings randomly greatly increases the likelihood of encountering underground utilities regardless of Before U Dig markings.

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 laboratory testing at the discretion of our engineers. As requested, we have included 10 sets of Atterberg limits tests. We have also included a standard Proctor test, a CBR (California Bearing Ratio) test, and a remolded swell test (due to the likely presence of fat clay soils on-site).

After completion of our laboratory testing and our geotechnical analysis, we will issue our preliminary 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
- Recommendations for site earthwork (including shot rock fill recommendations)
- Recommendations for foundation design and construction
- A site seismic classification in accordance with the International Building Code
- Recommendations for floor slab design and construction
- Recommendations for lateral earth pressures for below-grade walls/structures
- Recommendations for pavement design and construction based on a laboratory CBR value and supplied traffic loads

Please note that our scope of work does not include a formal settlement analysis (i.e. - consolidation test) or a formal slope stability analysis. Before our geotechnical report is finalized, we recommend a meeting with you and 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 virtual) in our scope. Upon completion of our geotechnical report, we will submit the report to you in electronic format (.pdf).

Project Team

The project will be under the direct management of Mr. Barry Bishop, PE. Mr. Bishop is the Engineering Group Leader at CSI with over 8 years of experience. Assisting Mr. Bishop will be our staff of senior geotechnical professionals as well as several staff professionals. Mr. Bishop will also serve as your one point of contact for the duration of the project.

CSI will assign a geotechnical engineer (PE) to conduct a field reconnaissance, to direct drilling/sampling operations, and to log the samples obtained from the borings. Our Chief Engineer (Bruce Hatcher, PE) will serve as the senior reviewer for the geotechnical report and the geotechnical engineer of record.

This space intentionally left blank

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 | 1-1-23 |
| Automobile Liability | United Fire & Casualty Company | \$1,000,000 | \$1,000,000 | 6-15-22 |
| General Liability | United Fire & Casualty Company | \$1,000,000 | \$2,000,000 | 6-15-22 |
| Umbrella Policy | United Fire & Casualty Company | \$10,000,000 | \$10,000,000 | 6-15-22 |
| Professional Liability | Lexington Insurance Company | \$3,000,000 | \$3,000,000 | 6-15-22 |

Compensation and Schedule

Based on the scope of work detailed in this proposal, we have arrived at the following budgets:

Geotechnical Exploration and Report

Basic RFP Scope, Lump Sum\$ 60,400.00*
 Additional Boring Footage Cost (beyond 1,430 feet), per foot\$ 20.00
 Additional Cost for 500 Feet of Soundings, lump sum\$ 6,100.00*

* Please reference the attached Fee Estimates to see how we arrived at our costs

Upon receipt of an authorization of services, we would begin the field work within 5 to 10 business days (drilling schedule and weather dependent). Our field work would take about 14 to 15 business days to complete. We would provide an initial findings report via email within two business days of completion of the field work. Our final report would be issued within 3 weeks of completion of field work. We envision completing our geotechnical report within 60 days of receipt of an executed contract.

PROPOSAL ACCEPTANCE AGREEMENT

| | | | |
|--|--|----------------|------------------|
| CSI SERVICES: | | | |
| Services Description: | Geotechnical Services | | |
| Project Name: | Garrard County High School/Lancaster, Kentucky | | |
| Proposal Number: | 7681 | Proposal Date: | February 4, 2022 |
| 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: | | | |
| 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 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 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 whomsoever 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 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 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 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.

This space intentionally left blank

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: | _____ | Consulting Services Incorporated |
| Print Name of Authorized Representative: | _____ | _____ |
| Signature of Authorized Representative: | _____ | _____ |
| Accepted Date: | _____ | _____ |



Consulting Services Incorporated

858 Contract Street Lexington, Kentucky 40505 859.309.6021 • 11785 Highway Drive, Suite 100-B Cincinnati, Ohio 45241
513.252.2059 • www.csikentucky.com • www.csiohio.com

FEE ESTIMATE

| | | | | | |
|--|--|----|------------|-------------|-------------|
| Project Name: | Garrard County High School | | | Date: | 1/28/2022 |
| Proposal Number: | 7681 | | | CSI Office: | Lexington |
| Prepared by: | Gibbs | | | Location: | Lancaster |
| Checked by: | Hatcher | | | | |
| Engineering Scope: | (44 STB to 20') + (55 STB to 10') + (8 10-foot rock cores) | | | | |
| Description | Quantity | | Unit Cost | Cost | Notes |
| | DRILLING | | | | |
| Mobilization | 85.0 | MI | \$4.00 | \$340.00 | |
| Soil Test Borings (up to 50' deep) | 1,430.0 | FT | \$15.00 | \$21,450.00 | |
| Soil Test Borings (over 50' deep) | | FT | \$17.50 | \$0.00 | |
| Auger Borings | | FT | \$7.50 | \$0.00 | |
| Bulk Sample | 6.0 | EA | \$30.00 | \$180.00 | |
| Undisturbed Sampling (Shelby Tubes) | 10.0 | EA | \$50.00 | \$500.00 | |
| Water Hauling | 8.0 | HR | \$75.00 | \$600.00 | |
| Rock Coring | 80.0 | FT | \$32.00 | \$2,560.00 | |
| Rock Coring Set-up | 8.0 | EA | \$75.00 | \$600.00 | |
| Sample Bags | | DZ | | \$0.00 | |
| Drill Crew Travel Costs | 14.0 | DA | \$175.00 | \$2,450.00 | |
| Day Rate | | EA | \$2,600.00 | \$0.00 | |
| | | | | Subtotal | \$28,680.00 |
| | LAB TESTING | | | | |
| Atterberg Limits | 10 | EA | \$80.00 | \$800.00 | |
| Grain Size Analysis | 10 | EA | \$70.00 | \$700.00 | |
| Natural Moisture Content | 215 | EA | \$10.00 | \$2,150.00 | |
| Unconfined Compressive Strength (soil) | 10 | EA | \$125.00 | \$1,250.00 | |
| U-U TX testing | | EA | \$350.00 | \$0.00 | |
| CBR | 1 | EA | \$350.00 | \$350.00 | |
| Standard Proctor | 1 | EA | \$185.00 | \$185.00 | |
| Swell Test | | EA | \$350.00 | \$0.00 | |
| Remolded Swell Test | 1 | EA | \$400.00 | \$400.00 | |
| Consolidation Test | | EA | \$350.00 | \$0.00 | |
| | | | | Subtotal | \$5,835.00 |
| | ENGINEERING | | | | |
| Proposal / Setup / Utilities | 4.0 | HR | \$150.00 | \$600.00 | |
| Engineering Travel Time (14 trips) | | HR | \$125.00 | \$0.00 | |
| Engineering Field Time (Drill) | 112.0 | HR | \$125.00 | \$14,000.00 | |
| Engineer Mileage (14 trips) | 1,176.0 | MI | \$1.00 | \$1,176.00 | |
| Engineering Time (Other) | 23.0 | HR | \$125.00 | \$2,875.00 | |
| Classification / Lab Assignments | 2.0 | HR | \$125.00 | \$250.00 | |
| Prelim Letter | 2.0 | HR | \$125.00 | \$250.00 | |
| Analysis | 4.0 | HR | \$125.00 | \$500.00 | |
| Report | 10.0 | HR | \$125.00 | \$1,250.00 | |
| Senior PE Review | 4.0 | HR | \$150.00 | \$600.00 | |
| Final Report | 2.0 | HR | \$125.00 | \$250.00 | |
| Drafting | 26.0 | HR | \$75.00 | \$1,950.00 | |
| | | | | Subtotal | \$23,701.00 |
| | OTHER EXPENSES | | | | |
| Boring Layout Cost (2 trips) | 16.0 | HR | \$125.00 | \$2,000.00 | |
| Engineer Mileage (2 trips) | 168.0 | MI | \$1.00 | \$168.00 | |
| Surveying Equipment | | DA | \$250.00 | \$0.00 | |
| | | | | Subtotal | \$2,168.00 |
| | | | | TOTAL | \$60,384.00 |
| | | | | Rounded to | \$60,400.00 |



Consulting Services Incorporated

858 Contract Street Lexington, Kentucky 40505 859.309.6021 • 11785 Highway Drive, Suite 100-B Cincinnati, Ohio 45241
513.252.2059 • www.csikentucky.com • www.csiohio.com

FEE ESTIMATE - ADDITIONAL SOUNDINGS

| | | | | | |
|---|---------------------------------|----|-------------|------------|------------|
| Project Name: | Garrard County High School | | Date: | 1/28/2022 | |
| Proposal Number: | 7681 | | CSI Office: | Lexington | |
| Prepared by: | Gibbs | | Location: | Lancaster | |
| Checked by: | Hatcher | | | | |
| Engineering Scope: | Ten 50' soundings (no sampling) | | | | |
| Description | Quantity | | Unit Cost | Cost | Notes |
| DRILLING | | | | | |
| Mobilization | | MI | \$4.00 | \$0.00 | |
| Soil Test Borings (up to 50' deep) | | FT | \$15.00 | \$0.00 | |
| Soil Test Borings (over 50' deep) | | FT | \$17.50 | \$0.00 | |
| Auger Borings | 500.0 | FT | \$7.50 | \$3,750.00 | |
| Bulk Sample | | EA | \$30.00 | \$0.00 | |
| Undisturbed Sampling (Shelby Tubes) | | EA | \$50.00 | \$0.00 | |
| Water Hauling | | HR | \$75.00 | \$0.00 | |
| Rock Coring | | FT | \$32.00 | \$0.00 | |
| Rock Coring Set-up | | EA | \$75.00 | \$0.00 | |
| Sample Bags | | DZ | | \$0.00 | |
| Drill Crew Travel Costs | | DA | \$175.00 | \$0.00 | |
| Day Rate | | EA | \$2,600.00 | \$0.00 | |
| | | | | Subtotal | \$3,750.00 |
| LAB TESTING | | | | | |
| Atterberg Limits | | EA | \$80.00 | \$0.00 | |
| Grain Size Analysis | | EA | \$70.00 | \$0.00 | |
| Natural Moisture Content | | EA | \$10.00 | \$0.00 | |
| Unconfined Compressive Strength (soil) | | EA | \$125.00 | \$0.00 | |
| U-U TX testing | | EA | \$350.00 | \$0.00 | |
| CBR | | EA | \$350.00 | \$0.00 | |
| Standard Proctor | | EA | \$185.00 | \$0.00 | |
| Swell Test | | EA | \$350.00 | \$0.00 | |
| Remolded Swell Test | | EA | \$400.00 | \$0.00 | |
| Consolidation Test | | EA | \$350.00 | \$0.00 | |
| | | | | Subtotal | \$0.00 |
| ENGINEERING | | | | | |
| Proposal / Setup / Utilities | | HR | \$150.00 | \$0.00 | |
| Engineering Field Time (Travel = 2 trips) | | HR | \$125.00 | \$0.00 | |
| Engineering Field Time (Drill) | 16.0 | HR | \$125.00 | \$2,000.00 | |
| Engineer Mileage (2 trips) | 168.0 | MI | \$1.00 | \$168.00 | |
| Engineering Time (Other) | | HR | \$125.00 | \$0.00 | |
| Classification / Lab Assignments | | HR | \$125.00 | \$0.00 | |
| Prelim Letter | | HR | \$125.00 | \$0.00 | |
| Analysis | | HR | \$125.00 | \$0.00 | |
| Report | 1.0 | HR | \$125.00 | \$125.00 | |
| Senior PE Review | | HR | \$150.00 | \$0.00 | |
| Final Report | | HR | \$125.00 | \$0.00 | |
| Drafting | | HR | \$75.00 | \$0.00 | |
| | | | | Subtotal | \$2,293.00 |
| OTHER EXPENSES | | | | | |
| Sounding Layout Cost (1 trip) | | HR | \$125.00 | \$0.00 | |
| Engineer Mileage (1 trip) | 84.0 | MI | \$1.00 | \$84.00 | |
| Surveying Equipment | | DA | \$250.00 | \$0.00 | |
| | | | | Subtotal | \$84.00 |
| | | | | TOTAL | \$6,127.00 |
| | | | | Rounded to | \$6,100.00 |