



# Hafer

## Hopkinsville-Christian County Academies Storm Shelter Peer Review

**Eric Rang, AIA**

Reference: 2022-02070-P0

Submitted: May 13, 2022

May 13, 2022

Hafer  
Evansville, IN, 47708

Dear Mr. Rang,

Thank you for the opportunity to quote the Hopkinsville Christian County Academies Storm Shelter Peer Review project.

A new educational facility has been designed for Christian County Academies in Hopkinsville, KY. The 2018 Kentucky Building Code requires that all newly constructed educational facilities have a storm shelter in accordance with ICC 500-2014. An independent peer review of the storm shelter is required. PCI a Salas O'Brien Company (PCI) is providing this proposal for structural engineering services to complete the peer review.

We look forward to serving as your partner and supporting your vision. Please feel free to contact me at 812.456.8739 or [Daniel.lemasters@salasobrien.com](mailto:Daniel.lemasters@salasobrien.com) should you have any questions.

Sincerely,

*Daniel LeMasters*

**Daniel LeMasters, P.E., S.E.**

Senior Structural Engineer / PCI, a Salas O'Brien Company

## Project Summary

The new educational facility for Christian County Academy located in Hopkinsville County, Kentucky will be constructed utilizing the auxiliary gymnasium for a storm shelter. The gymnasium will be constructed with precast walls, precast tee roof structure, and shallow foundations. Within the outer shell there is a mezzanine that will also be used for students to take shelter on. Per the Kentucky Building Code, the shelter structure is to meet the requirements of ICC 500-2014. Based on this, the outer precast shell is the structure being designed to meet these requirements. PCI will review the precast shell and foundations for conformance with the ICC 500-2014 requirements.

PCI plans to staff this project with Daniel LeMasters acting as both PCI's project manager and structural engineer. Daniel is a licensed structural engineer in the State of Kentucky with fourteen years of structural engineering experience. Daniel has previously completed multiple projects involving ICC 500 storm shelter design and review.

This proposal is based on the RFP document, drawing SS1 and SS2, and additional information provided by Hafer during the proposal generation.

## Execution

PCI will execute this project by initially reviewing the Hafer provided issued for construction drawing package. In conjunction with reviewing the drawings, the ICC 500-2014 structural requirements will be reviewed. PCI will generate an engineering report documenting the review of the Hafer package. The report will be signed and sealed by a licensed engineer in the State of Kentucky. PCI anticipates a gap in the review process after this initial review while the precast contractor generates their detailed information. Once the precast contractor submits shop and erection drawings with a calculation package, PCI will review the information for conformance with ICC 500-2014. After completion of the review, an engineering report signed and sealed by a licensed engineer in the State of Kentucky will be generated and submitted. PCI will be available to review the findings with Hafer via a Teams conference meeting or other conference meeting software.

## Deliverables

PCI will provide the following deliverables:

- Review of Hafer generated construction drawings, project parameters, and criteria for conformance with ICC 500-2014.
- Initial engineering report signed and sealed by a licensed engineer in the State of Kentucky documenting the review of the Hafer provided package.
- Review of precast contractor shop and erection drawings with a calculations package for conformance with ICC 500-2014.
- Final engineering report documenting the peer review signed and sealed by a licensed engineer in the State of Kentucky.
- Attend a review meeting via conferencing software.

## Schedule

Upon receipt of a purchase order and the Hafer provided information defined above, PCI will begin execution of the project within five business days. Based on receipt of these items by May 24, 2022, PCI will submit the initial report by June 17, 2022. It is anticipated that the second round of review of the precast contractor's package will happen in August 2022. Upon receipt of this information, PCI will begin the review within 5 business days. PCI will submit the final report within 10 to 15 business days of receipt of the precast contractor package.

## Fees

PCI can provide the above deliverables, as defined in this proposal, on a Lump-Sum basis for a sum of:  
\$5,850.00 (five thousand eight hundred fifty dollars)

## Clarifications

1. This proposal is valid for 30 days.
2. The mezzanine structure and ROTC area are interior items and as such are not included in the structural peer review. The outer shell consisting of shallow foundations, precast walls and precast tee roof structure has been included.

## Provisions of Agreement *(terms apply unless current, negotiated terms are on file)*

1. Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accident or acts of God; or the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly; or delay or faulty performance by Client, other contractors, or governmental agencies; or any other delays beyond Consultant's reasonable control.
3. Consultant shall not be liable for damage resulting from the actions or inaction of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and Consultant shall only act as an adviser in all governmental relations.
4. All original papers, documents, and CADD files are instruments of service in respect of the Project and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the Consultant. Owner may make and retain copies for informational reference of the Project, but not for reuse on extensions or other projects. The Client agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes or re-use of CADD drawings for any other project by anyone other than the Consultant.
5. Services provided within this agreement are for the exclusive use of the Client for the Project only.
6. Client and Consultant agree to cooperate with each other in any and every way or manner on the Project.
7. The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Consultant shall not be responsible for fluctuations in cost factors.
8. Consultant does not guarantee the completion or quality of performance of contract or the completion or quality of performance of contracts by the construction contractor or contractors, to other third parties, nor is he responsible for their acts or omissions.
9. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to general accepted standards of practice in effect at the time of performance.
10. In the event that any changes are made in the Project Documents by the Client or persons other than the Consultant, which affects the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes.
11. The Consultant is not responsible, and liability is waived by Client as against Consultant, for use by Client or any other person of any Project Documents not signed by Consultant.
12. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property that this requirement shall be made to apply continuously and not be limited to normal working hours, and the Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this Project, excepting liability arising from the sole negligence of the Consultant.
13. In the event that the Project Documents, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by Client as extra work.
14. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. NOTICE OF TERMINATION SHALL BE IN WRITING.
15. In the event that Client institutes a suit against Consultant because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for Consultant, Client agrees to pay Consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of Consultant.
16. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
17. A late payment FINANCE CHARGE will be computed at the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. The Client shall pay all costs of collection including reasonable attorney's fee.
18. In the event Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees that Consultant shall have the right to consider said default a total breach of this agreement and, UPON WRITTEN NOTICE, the duties, obligations and responsibilities of the Consultant under this agreement are terminated. In such event, Client shall then promptly pay the Consultant for all of the fees, charges, and services provided by Consultant.
19. The Client shall pay the costs of checking and site observation fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
20. Limitation of Liability: The Client agrees to the fullest extent permitted by law, to limit the Consultant's liability to the Client and to all Consultant's engineering contractors and subcontractors on the project, due to the Consultant's negligent acts, errors, omissions, or any claim of any nature

whatsoever arising out of or relating to the performance of Professional Services under this Agreement such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000, or 50% of the Consultant's total fee, for services rendered on this project, whichever is less.

21. It is intended by the parties that Consultant's services in connection with the Project shall not subject Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit arising out of Consultant's services in connection with the Project shall be directed and/or asserted only against Consultant, and not any of Consultant's individual employees, officers, or directors.
22. In no event, whether as result of breach of contract, warranty, guaranty, tort (including negligence), strict liability, indemnity, statute or otherwise, shall Consultant (including its Sub-consultants, subcontractors or supplier) or Owner be liable to the other for loss of revenues, loss of use of equipment, cost of capital, cost of substitute equipment, or services, cost of substitutes facilities, replacement power, delay to construction, downtime costs, or claims of Client's or Contractor's Customers or for special, consequential, incidental, indirect, punitive or exemplary damages.
23. The parties agree that this Agreement shall be interpreted under the laws of the state of Indiana. In the event of any dispute between the parties, the jurisdiction shall be Indiana. Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, Sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
24. There are no understandings or agreements except as herein expressly stated.