



June 8, 2022

Mercer County Board of Education
c/o Emma Moore, EIT
Ross Tarrant Architects
101 Old Lafayette Avenue
Lexington, KY 40502

**Re: Proposal for Geotechnical Exploration
Mercer County Schools Site Selection
Harrodsburg, Kentucky
Proposal No. P22-058**

The following proposal for geotechnical exploration has been prepared upon your request. The scope of work is based upon the request for proposal (RFP) from Ross Tarrant Architects, dated June 2, 2022, and upon procedures that have been applied to similar size and type projects.

PROJECT INFORMATION

Project information was provided in an RFP to L.E. Gregg Associates from Ross Tarrant Architects on behalf of the Mercer County Board of Education. The proposed project is for the site selection for the construction of a Mercer County School. The site is located near the intersection of US 127 and the US 127 By-Pass. We have assumed that once site selection has been completed, a full geotechnical exploration and report will be completed for the final design.

PURPOSE

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

More specifically, the objectives are:

- Determine depths to and elevations of the underlying bedrock surface beneath the proposed structures and the general geologic conditions existing at the site.
- Determine existing surface and subsurface water conditions at the site and their relation to design, construction, and service of the proposed project.
- Determine soil classifications, assess the constructability of the proposed project, and determine if any geotechnical hazards exist at the site.

DRILLING AND SAMPLING

In general accordance with the RFP, we are proposing five (5) soil test borings. The final locations will be discussed with the design team. The borings will be extended to a depth of fifteen (15) feet or

refusal with one (1) boring taken all the way to refusal. Standard penetration (SPT), bulk, and undisturbed samples may be obtained.

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

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

LABORATORY TESTING

After completion of the drilling phase, the recovered soil samples will be transported to L.E. Gregg's laboratory. Atterberg limits, grain size analysis, and USCS/visual classifications will be conducted in general accordance with ASTM practices and procedures.

INSURANCE

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

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

PROFESSIONAL SERVICES

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

TIME SCHEDULE

Based on current drilling schedules, the field portion can begin within eight (8) to ten (10) weeks of a notice to proceed. Drilling is expected to one (1) work day. The final report should then be completed within approximately ten (10) to fifteen (15) work days after the date of drilling.

EXPLORATION COST

Based on anticipated subsurface conditions and the scope of work as defined, it is estimated for this exploration to have a Not to Exceed Cost of \$5,468.00.

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

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

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

CLOSING

If this proposal and the conditions meet with your approval, please so indicate by signing and returning one (1) copy to L.E. Gregg's office. This will act as authorization to proceed and the equipment will be mobilized to the site as quickly as possible.

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

Respectfully,

L.E. GREGG ASSOCIATES



Steven Mortimer, P.E.
Senior Engineer



Jason Ainslie, P.E.
President

COST ESTIMATE

Not to Exceed Cost: \$5,468.00

Proposal Number: P22-058

Mobilization		
Drill Rig (Daily Minimum Rate)	1 @ \$2,250.00	\$2,250.00
Site Reconnaissance and Layout		
Project Engineer	3 @ \$85.00/hr.	\$255.00
Mileage	80 miles @ \$0.60/mile	\$48.00
Drilling and Sampling		
Soil Profile Augering	85 ft. @ \$15.00/ft.	Included Above
Laboratory Testing		
Natural Moisture Contents and Visual/Manual Classification	30 @ \$8.00/ea.	\$240.00
Atterberg Limits	3 @ \$60.00/ea.	\$180.00
Sieve Analysis	3 @ \$45.00/ea.	\$135.00
Professional Services		
Senior Project Engineer, P.E.	2 hrs. @ \$120.00/hr.	\$240.00
Project Engineer	20 hrs. @ \$85.00/hr.	\$1,700.00
Project Geologist	1 hr. @ \$85.00/hr.	\$85.00
Drafting/Boring Log Prep.	4 hrs. @ \$50.00/hr.	\$200.00
	Not to Exceed Cost	\$5,468.00



L.E. GREGG ASSOCIATES.

PHONE: 859-252-7558

FAX: 859-255-0940

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Mercer County Schools Site Selection

Project Location: Harrodsburg, Kentucky

Description of Services: Geotechnical Engineering Services

L.E. Gregg Proposal: P22-058

L.E. Gregg Project #:

Not to Exceed Cost: \$5,468.00

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

Firm:

Address:

City:

State:

Zip:

Attention:

Telephone:

Fax:

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

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

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

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

PROPOSAL ACCEPTED BY: _____

TITLE: _____ DATE ACCEPTED: _____

Important Information about This Geotechnical Engineering Proposal

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

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

Participate in Development of the Subsurface Exploration Plan

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

Expect the Unexpected

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

Have Realistic Expectations; Apply Appropriate Preventives

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

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

Realize That Geoenvironmental Issues Have Not Been Covered

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

Obtain Professional Assistance To Deal with Mold

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

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

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

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

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1. SCOPE OF WORK

L.E. GREGG Associates L.P. ("L.E. GREGG") shall perform the services defined in the attached proposal at the rates stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price but only an estimate unless otherwise specifically stated in this contract. L.E. GREGG will provide additional services at the listed standard rates. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance of this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to L.E. GREGG the right of entry to the project site by its employees, agents and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If client does not own the site, Client warrants and represents to L.E. GREGG that it has the authority and permission of the owner and occupant of the site to grant right of entry to L.E. GREGG.

3. PAYMENT TERMS

L.E. GREGG will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retention of fees due and payable to L.E. GREGG. Payment is due within forty five (45) days of invoice receipt regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one half percent (1.5%) per month or the maximum rate allowed by law on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, L.E. GREGG makes no other representation, warranty or guaranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by L.E. GREGG to Client. Client agrees to give L.E. GREGG written notice of any breach or default under this section and to give L.E. GREGG a reasonable opportunity to cure such breach or default without the payment of additional fees to L.E. GREGG as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

L.E. GREGG maintains Workers Compensation and Employers Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. L.E. GREGG has insurance coverage under general liability, property damage and professional liability which L.E. GREGG deems to be adequate. Certificates for such policies of insurance may list Client as certificate holder and shall be provided to Client upon request. L.E. GREGG may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event L.E. GREGG determines there may be a significant risk that L.E. GREGG's fees may not be paid on a timely basis, L.E. GREGG may suspend performance and/or retain any reports, work products or other information until Client provides L.E. GREGG with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the events giving rise to the breach are remedied within the timeframe or the party seeking termination rescinds its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

7. ASSIGNS

This contract may be amended by written instrument, email confirmation or written confirmation of a verbal agreement acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of L.E. GREGG.

8. SAFETY

L.E. GREGG's responsibility for safety on site shall be limited to its own personnel, subcontractors and any individuals who are directly involved with L.E. GREGG's work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of L.E. GREGG nor the presence of L.E. GREGG's employees and its subcontractors shall be construed to imply that L.E. GREGG has any responsibility for any activities on the site which

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

9. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, the order of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against L.E. GREGG arising from its performance of services under this contract whether for breach of contract, tort or otherwise unless L.E. GREGG shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in L.E. GREGG'S performance or other breach.

10. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions or other wrongful acts.

11. DELAYS IN WORK

L.E. GREGG will charge the Client at standard rates for standby or non-productive time for delays in L.E. GREGG'S work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

12. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which when referenced in L.E. GREGG'S report are based on information furnished by others and/or estimates made by L.E. GREGG'S personnel and are only considered approximations unless otherwise stated. L.E. GREGG may deviate a reasonable distance from any test or sampling location as specified by the Client. If in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work including the original work performed will be charged for at the appropriate rates in the fee schedule.

Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring or explorations are made by L.E. GREGG and its subcontractors and that the data interpretations and recommendations of L.E. GREGG and its subcontractors are based solely on the information available to them. L.E. GREGG will only be responsible for data interpretations and recommendations based on information obtained from the locations sampled, monitored and explored by L.E. GREGG and its subcontractors but shall not be responsible for the interpretations by others of the information obtained and reported.

13. DISPUTE RESOLUTION

Any claim or dispute made against L.E. GREGG for inadequate, negligent or improper performance of services by L.E. GREGG pursuant to this contract must be resolved by mediation followed by litigation. The Client and L.E. GREGG further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the primary method for dispute resolution between the parties to those agreements.

14. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold L.E. GREGG or its subcontractors liable for any consequential, incidental or indirect damages or business losses that may occur based on or which may result from failure to follow L.E. GREGG'S or its subcontractors' recommendations. Client agrees any claim against L.E. GREGG and agrees to defend, indemnify and hold L.E. GREGG harmless from any claim, liability for injury or business loss that results from failure to follow L.E. GREGG'S recommendations.

15. FORCE MAJEURE

Neither Client nor L.E. GREGG shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of war, locusts or changes in laws, regulations or ordinances. The party intending to invoke force

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maëure shall provide prompt notice to the other party.

16. RIGHT TO STOP OR DIRECT WORK

Since L.E. GREGG'S duties and services are limited to the scope of work proposed and contracted with the Client to perform L.E. GREGG shall not under any circumstances give a stop-work order or direct work either for quality, safety or any other reason unless directed solely to L.E. GREGG personnel or its subcontractors' personnel. Neither shall L.E. GREGG be responsible for the possible consequences of not issuing a stop-work order. L.E. GREGG will only report to Client regarding the quality of the work L.E. GREGG has performed or been contracted to observe and monitor.

17. FIELD MONITORING AND CONTROL

L.E. GREGG shall not except for its own services and for services it subcontracts specify project site procedures, manage or supervise project work implement or be responsible for project site health and safety procedures. L.E. GREGG shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible without limitation for project means, methods, techniques, sequences or procedures. L.E. GREGG'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws and regulations. L.E. GREGG'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that L.E. GREGG is responsible for observing all activities and personnel at the project site. If L.E. GREGG is not retained to monitor environmental remediation, mitigation or abatement activities Client waives any claim against L.E. GREGG and agrees to indemnify, defend and hold L.E. GREGG harmless for any claim or liability for injury or business loss resulting from remediation, mitigation or abatement activities.

The words "supervision", "inspection" or "control" if used in connection with L.E. GREGG'S work are only intended to mean periodic observation or monitoring of the project work as outlined in L.E. GREGG'S proposed and contracted scope of work.

18. RETESTING AND RE-MONITORING

L.E. GREGG is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event L.E. GREGG'S monitoring and/or testing discloses deficiencies in the project's work and which consequently will require corrections L.E.

GREGG will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client however all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon rates in this contract.

19. SITE WORK

L.E. GREGG will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors or equipment. Any damage caused by L.E. GREGG'S negligence will be restored at L.E. GREGG'S expense however unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials, CM drilling through pavements, cutting of brush and trees, coring through pavements etc. will not be restored unless otherwise stated in the contract.

20. UTILITIES

In the execution of any subsurface exploration L.E. GREGG will take reasonable precautions to avoid damage to subterranean structures or utilities of which L.E. GREGG has received notification however it is the Client's responsibility to mark or furnish the locations of all underground manmade obstructions or utilities. Client shall indemnify, defend and hold harmless L.E. GREGG from and against any claims, losses or damages incurred or asserted against L.E. GREGG related to Client's failure to mark, protect, inform or advise L.E. GREGG of underground structures or utilities unless stated in our contracted scope of services.

21. SAMPLES

L.E. GREGG and its subcontractors will retain any soil, rock, water or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting L.E. GREGG'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of L.E. GREGG'S work can be made at the Client's expense upon written request.

22. ROOF CUTS

If roof cuts are authorized by the Client in L.E. GREGG'S contracted scope of work it is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained L.E. GREGG may make temporary repairs at the time of sampling and

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inspection which may result in additional charges. L.O. R.O. personnel are not certified in roofing repair and under no circumstances will be responsible for the adequacy and water tightness of the temporary repairs nor shall L.O. R.O. be responsible for any water damage to the roofing system building or its contents resulting from L.O. R.O.'s temporary repairs.

23. AQUIFER CONTAMINATION

Client agrees any claim against L.O. R.O. and agrees to hold harmless defend and indemnify L.O. R.O. from any claim business loss or liability for injury as a result of cross contamination caused by subsurface drilling and/or sampling unless due to L.O. R.O.'s negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise L.O. R.O. prior to beginning project or of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health safety or the environment these samples remain the property of Client which also shall pay for all costs connected with decontamination of L.O. R.O.'s or its subcontractors equipment. Furthermore any equipment of L.O. R.O.'s or its subcontractors contaminated during L.O. R.O.'s services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment. Client agrees any claim against L.O. R.O. and its subcontractors and agrees to defend indemnify and hold harmless L.O. R.O. from any claims business loss or liability for injury arising from L.O. R.O.'s failure to detect the presence of hazardous materials including PCM through techniques and methods agreed upon in the proposed and contracted scope of work unless the failure to detect hazardous materials including PCM as due to L.O. R.O.'s failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

L.O. R.O. and its subcontractors duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling testing or monitoring of site conditions or materials related to environmental concerns including hazardous waste soil ground water surface water PCM or air pollutants are not part of L.O. R.O.'s responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent

during project site work that undisclosed hazardous materials may be present project site work will be terminated unless specified in L.O. R.O.'s proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environmental health and safety precautions. L.O. R.O. shall have no responsibility for detecting or dealing with environmental concerns hazardous waste soil ground water surface water PCM or air contamination should they occur at the project site unless specifically outlined in L.O. R.O.'s proposed and contracted scope of work. Client agrees any claim against L.O. R.O. and agrees to defend indemnify and hold harmless L.O. R.O. from any claim business loss or liability for injury that results from the discovery of onsite environmental concerns hazardous materials soils ground water surface water PCM or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend indemnify and hold harmless L.O. R.O. and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by L.O. R.O.'s negligence or willful acts resulting from Client's violation of any federal state or local statute regulation or ordinance relating to the handling storage or disposal of toxic or hazardous substances or constituents Client's undertaking of or arranging for the handling removal treatment storage transportation or disposal of toxic or hazardous substances or constituents found or identified at the site toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein allegations that L.O. R.O. or its subcontractors are the handlers generators operators treaters or storers transporters or disposers under the Resource Conservation and Recovery Act of 1976 Comprehensive Environmental Response Compensation and Liability Act or any other similar federal state or local regulation or law.

L.O. R.O. or its subcontractors have no role in generating treating storing or disposing of any hazardous materials which may be present at the project site and which at no time become the property of L.O. R.O. or its subcontractors unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials to include test samples collected to determine the characteristics of the samples shall select the method of transportation and shall be solely responsible therefore. Any

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arrangements for the treatment, storage, transport or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by L.P. R.P. shall be construed as being made solely and exclusively on Client's behalf for Client's benefit and Client shall defend, indemnify and hold harmless L.P. R.P. from and against any and all claims, damages, business losses, liability of injury and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation or disposal of hazardous materials, unless caused by the negligence or willful acts of L.P. R.P. during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by L.P. R.P. in accordance with this agreement, except documents which are required to be filed with public agencies, shall remain the property of L.P. R.P. Client agrees to be liable and responsible for the use of unsigned plans, drawings or other documents not signed by L.P. R.P. and waives liability against L.P. R.P. for their use. Further, client agrees to waive any claim against L.P. R.P. and to indemnify, defend and hold harmless L.P. R.P. from any and all claims arising out of any use not authorized in writing by L.P. R.P. of these documents by third parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations or hazardous substances detected on site. If Client disregards L.P. R.P.'s and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against L.P. R.P. and its subcontracts and agrees to defend, indemnify and hold harmless L.P. R.P. and its subcontractors from any claim, business loss, liability for injury or loss arising from disregarding L.P. R.P.'s or its subcontractors' recommendations of reporting.

Revised April 2000