



# **Mercer County Elementary School Preliminary Geotechnical Services CSI Proposal 7913**

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**Prepared for:  
Mercer County Board of Education  
c/o RossTarrant Architects  
101 Old Lafayette Avenue,  
Lexington, KY 40502**

June 9, 2022

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Mercer County Board of Education  
c/o RossTarrant Architects  
101 Old Lafayette Avenue,  
Lexington, KY 40502

Attention: Ms. Emma Moore, EIT  
E-mail: [emoore@rosstarrant.com](mailto:emoore@rosstarrant.com)

**Subject: Proposal for Preliminary Geotechnical Services  
US 127 Bypass  
Harrodsburg, Kentucky  
CSI Proposal No. 7913**

Dear Ms. Moore,

**Consulting Services Incorporated of Kentucky (CSI)** is very grateful for the opportunity to submit this proposal for your potential site for a new Mercer County Elementary School in Harrodsburg, Kentucky. Attached hereto is a short letter summarizing our current understanding of the project, our proposed scope of services, our project team, the required compensation and the committed schedule for our services. 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,

A handwritten signature in blue ink that reads "Barry F. Bishop".

Barry F. Bishop, PE, SI  
Engineering Group Leader

A handwritten signature in blue ink that appears to read "B. Hatcher".

Bruce L. Hatcher, PE  
Chief Engineer



### **Project Information**

Project information was provided to us via email correspondence from you on June 2, 2022. We have reviewed the provided documentation which included a pdf titled "LT220602-geotech-CSI-2229-RFP" which included a three page letter and an aerial map with the potential school property outlined in red.

The project site is located along the north side of US 127 Bypass and south of Shannon Oaks Drive in Harrodsburg, Kentucky. The site also is situated about half way between US 127 and KY 390. Based on recent aerial images, this site consists of a farm which contains a large barn and a few small out buildings. The majority of the project site appears to be grass while the western portion is partially wooded. Based on USGS topographic information for this area, the site is gently to moderately sloping.

We were not supplied any specific project information. Since our services will be preliminary in nature, we have made several assumptions about the development of this property. We assume that one large, single-story elementary school building will be constructed near the center of the site. We also assumed that there will be pavement areas for access drives and parking. We also expect that there will be playgrounds near the school building. Thus, extensive site grading is expected. Although no specific building information was supplied to us, we expect this building will be constructed with load bearing CMU walls or ICF walls, concrete slab-on-grade floors, and shallow foundations (isolated or continuous) bearing on soil. No basement, partial basement, or pits are expected.

We have assumed the following structural loading information based on our experience with similar elementary school projects:

- Foundation and building loading conditions:
  - Maximum column loads of 100 kips
  - Maximum continuous foundation load of 6 klf
  - Floor slab live load of 100 psf

We also expect large pavement areas around the school. Light duty asphalt is expected for automobile parking. Heavy duty asphalt pavement is expected for the main drive lanes, bus loops, and bus parking. Concrete pavement may be used for the entrances/exits, the dumpster pad, etc.

Again, we were not supplied any topographic or site grading information for this project. Based on our experience, we expect cuts and fills of less than 10 feet for this project site. We expect that on-site cut material will be used as fill material to balance the earthwork for this project site.

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

### **Proposed Scope**

As requested in the RFP, our scope would include up to 5 borings scattered across the site in key areas (high points, low points, areas of interest, etc.). Since specific boring locations were not supplied to us, our field engineer will determine the boring locations in the field at the time of drilling/sampling.

Each of the borings will be advanced to 15 feet or auger refusal, whichever is encountered first. One of the borings will be advanced to auger refusal regardless of depth so we can assign a Seismic Site Classification (required by the Kentucky Building Code). Sampling of refusal materials (rock coring) is not proposed.

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 to surrounding grade. Borings drilled in asphalt or concrete (not expected) will be patched with cold patch asphalt mix to the surrounding grade. 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 request that the current land owner clear our borings before we begin drilling. 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.

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 appropriate laboratory testing at the discretion of our engineers. Based on our experience in this area, fat clay (CH) soils may (or may not) be encountered. As such, we have included the cost of a remolded swell test as a separate line item in the Compensation section of this proposal. If the laboratory testing indicates the presence of fat clay soils, then the remolded swell test would be performed.

After completion of our laboratory testing and our geotechnical analysis, we will issue our preliminary geotechnical report for this site. Our 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
- Preliminary recommendations for site earthwork
- Preliminary recommendations for foundation design and construction
- A site seismic classification in accordance with the International Building Code
- Preliminary recommendations for floor slab construction and design
- Preliminary recommendations for asphalt and concrete pavement

Please note that our work will be preliminary in nature. As such, our preliminary recommendations are not for design and construction purposes. Additional geotechnical work will be required once the

grading plan, building layout, structural loads, etc. become available. Since our work is preliminary in nature, our scope of work does not include a formal settlement analysis or slope stability analyses. Before our preliminary geotechnical report is finalized, we recommend a meeting with the design team to discuss the findings that will be presented in our report. We have included one such meeting (assumed to be in Lexington or virtual) in our scope. Upon completion of the preliminary geotechnical report, we will submit the report to you in electronic format (.pdf). We will also supply one 30"x42" boring log sheet (sheet border must be supplied by Ross Tarrant Architects).

### **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 9 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 professional to conduct a field reconnaissance, to direct drilling/sampling operations, to log the samples obtained from the borings, and to obtain/log the rock cores (if applicable). Our Chief Engineer (Bruce Hatcher, PE) will serve as the senior reviewer for the geotechnical report and the geotechnical engineer of record.

### **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	1-1-22
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**

<b>Lump Sum.....</b>	<b>\$5,200.00*</b>
<b>Remolded Swell Test (if applicable), Lump Sum .....</b>	<b>\$800.00</b>

*\*See attached Fee Estimate for details.*

Upon receipt of an executed contract, we would begin the field work within 10 to 20 business days (drilling schedule and weather dependent). Our field work would take about 1 to 2 days to complete. We would provide an initial findings report via email within two business days of completion of the field work. Our preliminary geotechnical report would be issued within 2 weeks of completion of field work.

*-This space is intentionally left blank-*



## PROPOSAL ACCEPTANCE AGREEMENT

<b>CSI SERVICES:</b>			
Services Description:	Preliminary Geotechnical Services		
Project Name:	Mercer County Elementary School/Harrodsburg, Kentucky		
Proposal Number:	7913	Proposal Date:	June 9, 2022
<b>CLIENT - CSI will perform the Services referenced in the Proposal for and charge the Invoice to the account of:</b>			
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 whomever asserted, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or Client's agent; (ii) violation of law or regulation by Client or Client's agent; (iii) Client or CSI's alleged involvement at the Site as an owner, operator, arranger, generator or transporter of hazardous substances or wastes; or (iv) inaccurate information provided by Client to CSI. Client understands the nature of invasive services which may involve drilling through varied soil and water substrata which may result in inadvertent and unavoidable cross-mingling of said strata and constituents therein; Client agrees to indemnify and hold harmless CSI should this occur to the extent not caused by the negligence of CSI, subject always in every respect to the limitation of liability set out in the paragraph below entitled "risk allocation and liability limitation".

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

## 12. 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.

## 13. 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.

## 14. 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.

## 15. 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.

## 16. 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.



**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. CONFLICTS OF INTEREST**

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

**PAYMENT TERMS:**

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

Company:	_____	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](http://www.csikentucky.com) • [www.csiohio.com](http://www.csiohio.com)

## FEE ESTIMATE

Project Name:	Mercer Co Elementary School Prelim GEO			Date:	6/9/22
Proposal Number:	7913			CSI Office:	Lexington
Prepared by:	Hatcher, PE			Location:	Harrodsburg
Checked by:	Bishop, PE				
Engineering Scope:	5 Borings to 15' or AR (1 to AR) - no rock core				
Description	Quantity		Unit Cost	Cost	Notes
	DRILLING				
Mobilization (within 50 miles of CSI)	1.0	EA	\$675.00	\$675.00	
Mobilization (beyond 50 miles of CSI)		MI	\$3.25	\$0.00	
Soil Test Borings (up to 50' deep)	75.0	FT	\$15.00	\$1,125.00	
Soil Test Borings (over 50' deep)		FT	\$17.50	\$0.00	
Auger Borings		FT	\$7.50	\$0.00	
Bulk Sample		EA	\$50.00	\$0.00	
Undisturbed Sampling (Shelby Tubes)		EA	\$0.00	\$0.00	
Water Hauling		HR	\$0.00	\$0.00	
Rock Coring		FT	\$0.00	\$0.00	
Rock Coring Set-up		EA	\$0.00	\$0.00	
Sample Bags		DZ	\$0.00	\$0.00	
Drill Crew Per Diem		EA	\$175.00	\$0.00	
Day Rate		EA	\$1,800.00	\$0.00	
				Subtotal	\$1,800.00
	LAB TESTING				
Atterberg Limits	2	EA	\$80.00	\$160.00	
Grain Size Analysis	2	EA	\$70.00	\$140.00	
Natural Moisture Content	15	EA	\$10.00	\$150.00	
Unconfined Compressive Strength (soil or rock)		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	
SDI		EA	\$150.00	\$0.00	
Jar Slake		EA	\$150.00	\$0.00	
				Subtotal	\$450.00
	ENGINEERING				
Proposal / Setup / Utilities	1.0	HR	\$150.00	\$150.00	
Engineering Field Time (Travel)	2.0	HR	\$125.00	\$250.00	
Engineering Field Time (Drill)	6.0	HR	\$125.00	\$750.00	
Engineering Time (Other)		HR	\$125.00	\$0.00	
Classification / Lab Assignments	0.5	HR	\$125.00	\$62.50	
Prelim Letter	1.0	HR	\$125.00	\$125.00	
Analysis		HR	\$125.00	\$0.00	
Report	6.0	HR	\$125.00	\$750.00	
Senior PE Review	1.5	HR	\$150.00	\$225.00	
Final Report	0.5	HR	\$125.00	\$62.50	
Drafting (one 30x42 sheet)	8.0	HR	\$75.00	\$600.00	
				Subtotal	\$2,975.00
	OTHER EXPENSES				
Engineer Mileage		MI	\$1.00	\$0.00	
Surveying Costs		EA	\$250.00	\$0.00	
Per Diem - Engineer		EA	\$150.00	\$0.00	
Bull Dozer + Operator		EA	\$1,500.00	\$0.00	
Phase 1 ESA		EA	\$3,000.00	\$0.00	
				Subtotal	\$0.00
				TOTAL	\$5,225.00
				Rounded to	\$5,200.00