

CONTRACT  
SPECIAL INSPECTION SERVICES  
NEW MIDDLE SCHOOL AT POLO CLUB

THIS CONTRACT is entered into this 27th day of September, 2022 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511, hereinafter referred to as the Board, and L.E. GREGG ASSOCIATES, 2456 Fortune Drive, Suite 155 Lexington, Kentucky 40509, hereinafter referred to as Second Party.

PARTIES:

The Board of Education of Fayette County, Kentucky, Division of Facility Design and Construction has established the need to hire the services of a special inspection agency for the New Elementary School at Polo Club project and has determined that this need cannot be met by existing district staff.

L.E. Gregg Associates provides structural testing, special inspections and foundation testing and has expertise or needed products as described herein.

PURPOSE:

The purpose of this contract is to provide structural testing, special inspections and foundation testing pursuant to Chapter 17 of the Kentucky Building Code as set out more specifically in the proposal from L.E. Gregg Associates dated October 20, 2021, attached hereto and incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide the above described services to the Division of Facility Design and Construction, as an independent contractor, under the direction of Melinda Joseph-Dezarn, AIA, Director.

2. The services will be provided as set out in the proposal from L.E. Gregg Associates dated October 20, 2021, attached hereto and incorporated herein by reference. Additionally, at the end of each week, Second Party agrees to submit copies of the daily observation and testing activity reports to the First Party's on-site representative, the design professional in charge and the contractor. Periodic progress reports will be provided based on the distribution list agreed to at the Pre-construction meeting. A final report documenting Special Inspections and any deviations will be submitted at agreed upon intervals per KBC Section 1704.1.2 Report Requirements.

3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$84,867.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$84,867.00.

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expense at regular intervals. Original receipts will be provided for all expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

12. Contractor understands that pursuant to KRS 160.380, any adult who is permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly related to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a clear CA/N check.

13. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

14. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

15. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

16. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the

future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

17. This agreement will be in effect from September 27, 2022, through April 30, 2025, unless terminated by either party as defined in Paragraph 8.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Director's Approval

BOARD OF EDUCATION OF FAYETTE COUNTY,  
KENTUCKY

\_\_\_\_\_  
Melinda Joseph-Dezarn                      Date  
Director, Facility Design & Construction

\_\_\_\_\_  
Demetrus Liggins, PhD, Superintendent                      Date

L.E. GREGG ASSOCIATES

\_\_\_\_\_  
Jason Ainslie, P.E., President                      Date



Proposal for:

# **Special Inspections, Structural Observations, and Site QC/QA Testing & Inspections**

*NEW MIDDLE SCHOOL - POLO CLUB BLVD.*

*Lexington, KY*



GEOTECHNICAL, ENVIRONMENTAL & MATERIALS ENGINEERS



# PROPOSAL



October 20, 2021

Melinda Joseph-Dezarn  
Fayette County Public Schools  
450 Park Place  
Lexington, Kentucky 40511

**Re: Proposal for Material Testing, Special Inspections, and Structural Observations  
New Fayette County Middle School (C21-144)  
Polo Club Blvd, Lexington, KY**

Mrs. Joseph-Dezarn,

L.E. Gregg Associates is honored to provide this special inspection lump sum proposal, based upon the **New Fayette County Middle School** (Polo Club Blvd.) RFP, dated September 27, 2021, section 014110, sheets S-103, S-104 and Addendas and Geotechnical Report by *LE Gregg*, dated April 17, 2020 for providing material testing and special inspections in Lexington, KY (Fayette County).

L.E. Gregg has worked with clients, to build relationships since 1957 through responsiveness, honesty, and integrity. Our reputation and quality work results in clients knowing we are trustworthy, and the project is streamlined. *LE Gregg provided the Geotechnical Investigation and would continue the seamless transition for Special Inspections.* No project is too small or too large, they receive the same level of professional service. The scopes of services that can be provided are listed below:



### **PROJECT DESCRIPTION**

The project site is located along Polo Club Blvd., Lexington KY, and will be comprised of new construction. These special inspection services are intended to comply with Chapter 17 of the 2018 Kentucky Building Code (KBC), specification 014110, ICC 500-2014, and the project plans, as listed below. L.E. Gregg has experience with the requirements of the applicable sections of the KBC and the project plans and specifications and can provide qualified personnel to perform these services.

**SCOPE OF SERVICES:** The scope of services is defined by Chapter 17 of the KBC, ICC 500-2014, and specification 014110. The services may include, but are not limited to, the following:

**Soil Construction/ Materials Testing (KBC 1705.6)**

1. Monitor proof-rolling of the exposed soils after the site has been stripped to locate areas that may require undercutting.
2. Perform Nuclear Density Testing and observe proof-rolling of the soil fill.
3. Monitor any undercutting operations to determine when the acceptable materials are exposed.
4. Sanitary and Storm Utilities, Structures and Piping (*to comply with LFUCG requirements*).
5. Subgrade surfaces: Bearing tests, 1 test for each 2,000sqft of questionable surface for structure slabs and paved areas (*per RFP, sheet 3 D*)
6. Compaction operations Test each lift, periodic inspection and testing during site area filling and compaction for structure slabs and paved areas, 1 test for each 5,000sqft of each 8" lift (*min of 2 tests per lift*). Foundation and retaining wall 2 test locations min.

**GC OPTIONAL - Micropiles Construction (KBC 1705.8)**

1. Observe and test the bottom of the excavation of each drilled pier before the placement of concrete. If an unsuitable bearing stratum is encountered, L.E. Gregg will notify the Architect.
2. L.E. Gregg will perform "Special Inspections" on concrete and reinforcing steel following Kentucky Building Codes - Concrete Construction (Chapter 17, Section 1704.4).
3. A report will be prepared for each drilled pier with the following information:
  - A. Actual top and bottom elevations
  - B. Top of rock elevation; Description, location, and dimensions of obstructions
  - C. Final top centerline location
  - D. Variation of the shaft from plumb
  - E. Date and time of starting and completing the excavation
  - F. Design and tested bearing capacity of bottom
  - G. Depth of rock socket
  - H. Levelness of bottom and adequacy of the cleanout
  - I. Groundwater conditions
  - J. Description, diameter, top, and bottom elevations of temporary or permanent casings
  - K. Soil or water movement, sidewall stability, loss of ground, and means of control
  - L. Position of reinforcing steel
  - M. Concrete placing method, including elevation of consolidation and delays
  - N. Elevation of concrete during removal of casings
  - O. Remarks, unusual conditions encountered, and deviations from requirements
  - P. Concrete testing results

**Concrete Construction (KBC 1705.3)**

1. Perform observations of reinforcing steel and placement for foundation construction.
2. Sample and perform tests on plastic concrete in the field which includes slump, air content, temperature, and other tests required by the project specifications.
3. Construct 4 x 8-inch specimens for compressive strength testing.
4. Inspect bolts to be installed in concrete before and during placement of concrete where allowable loads have been increased.

5. Verify the use of the required design mix.
6. Inspect formwork for the shape, location, and dimensions of the concrete formwork.

#### **Foundation Construction (KBC 1704.7)**

1. Monitor any undercutting operations to determine when the acceptable materials are exposed.
2. Perform dynamic cone penetrometer (DCP) tests, as access and safety permits, on the bearing soils within excavated footings at a rate of 1 test per 20 linear feet and/or 1 per column footing.
3. Probe bearing soils in between DCP test locations to check if soils are suitable for the design bearing capacity.
4. Grade beam form, re-steel, and concrete.
5. Stem wall form, re-steel, and concrete.

#### **Masonry Construction (KBC 1705.4)**

1. Observe the consistency of site-prepared mortar; placement of masonry units and the construction of mortar joints and location of reinforcement and connectors.
2. Continuous observation of the placement of grout.
3. Observe construction of structural elements; to verify proper size, grade, and type of reinforcement and protection of masonry during cold weather or hot weather.
4. Observe construction to verify the type, size grade, and location of anchors.
5. Observe preparation of required grout specimens and/or mortar specimens.

#### **Structural Steel (KBC 1705.3)**

1. Perform a fabricator shop inspection to verify that the fabricator maintains detailed fabrication and quality control procedures. L.E. Gregg will also verify the work procedures are being performed per the approved documents. (KBC Chapter 17, Section 1704.2)
2. Perform field inspections to verify the steel framing complies with the approved documents.
3. Perform field inspections of single-pass fillet welds 5/16" or less for each connection and floor and deck welds in the field as required to conform to AWS D1.1.
4. Perform field inspections of high-strength bolted connections and field inspection of slip-critical connections. L.E. Gregg will observe a minimum of 10 percent of the bolts for proper torque with a calibrated torque wrench.
5. Perform field inspections of complete and partial penetration groove welds and for multi-pass and single-pass fillet welds 5/16" or greater and floor and roof decking welds. L.E. Gregg will also provide (as required) nondestructive testing for the complete penetration welds.
6. Perform Steel frame joint observation and testing for bracing and stiffening member locations, and application of joint details for each connection.

#### **Wood Construction (KBC 1704.6)**

1. Perform field inspections to verify the wood framing complies with the approved documents.

#### **Cold Form Steel Light Frame (KBC 1705.10.2)**

1. Perform field inspections to verify the Cold Form Metal framing complies with the approved documents, bracing, metal gauge, yield strength, screw size, and penetration.



**Fire-Resistant Penetrations and Joints (KBC 1705.16)**

1. Perform inspections following ASTM E 2174 and E 2393 for each type of penetration.
2. Provide daily inspection reports for each location.
3. All penetrations will be compared again either the tested and listed assembly type or the manufacturer's installation procedures.

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*Clarification:*

- 1) Micropiles – are listed as General Contractor optional, as per Addenda 2, item 2.23 and pre-construction Zoom meeting on October 7<sup>th</sup> and Option 2 on sheet S-201 (Addenda 2) “contractor can use in lieu of flowable fill or concrete”...
- 2) No Fabrication Shop (*unless not Certified-billed at Unit Rates, Fab Shop cost*)
- 3) No Trench Rock (*observation and quantity verification, can be provided at Unit Rates*)

The services include the preparation and distribution of reports associated with the field and laboratory services. Should unanticipated services be required that have not been quoted, these will be performed at mutually agreed prices.

**CONTRACTOR RESPONSIBILITIES**

The contractor is responsible to ensure L.E. Gregg (Special Inspector) is present for all work requiring special inspection and material testing. Any work that requires special inspection and is performed without the Special Inspector being present, could result in the work being reconstructed.

**SIGNAGE**

Also, L.E. Gregg respectfully requests to place a sign on the jobsite, stating “Special Inspections provided by L.E. Gregg”, with our company information and logo. L.E. Gregg will provide this sign at no cost and will install, and reclaim it at the end of the project, at a designated area approved by the design team, unless local ordinances or codes do not permit it.

## **PROJECT APPROACH**

A careful review of the construction documents and the sequencing of tasks has been a touchstone in determining L.E. Gregg's approach to providing the special inspections and materials testing for the **New Fayette County Middle School** project. In determining both the scope and the appropriate staffing levels and RFP, we are basing our proposal on the following:

- L.E. Gregg is estimating **257** working days onsite for personnel.
- The installation of micropiles, masonry walls for structural support, during the site preparation phase, have not been finalized.
- **\$12,163,000** – Micropiles/Grade Beams (*Cost Estimate, if GC chooses Option 2*)
- **0.18% Proposed percentage of construction cost** (*518 calendar days*)  
(Optional to to consider)

Accordingly, we have prepared our conceptual budget:

- **257** days Field Representative on site  
Including **32** hours standby (wasted trips or delays) by GC (*per RFP*)
- **22** days Certified Welding Inspector
- **4** days Ultrasonic testing of moment welds
- **8** days IFC Certified Firestop Inspector:
- **98** sets of five (5) 4" x 8" concrete cylinders
- Project Management, Professional Engineering, Report Review
- Laboratory services (proctors, compressive testing of concrete & grout)
- All mileage, oversight, and other administrative costs

*Note: for a detailed listing of scope per structure please see the scope breakdowns below.*

## **1,193 Total Hours**

**1,098** Technician hours

**32** Standby (wasted trip/delay) hours

**63** Professional services hours

**\$84,867.00** Dollars – **Lump Sum Total · Special Inspections and Materials Testing**

**\$330.22±** - Avg cost per site visit/inspection (*no half day charges, no full day charges*)

## **SCHEDULING**

L.E. Gregg will provide personnel for this project at the request of your representatives and requests a 24-hour notice before providing on-call personnel to enable work to be scheduled efficiently. L.E. Gregg's contact person for scheduling is:

Chris Manning

[cmanning@legregg.com](mailto:cmanning@legregg.com)

859-252-7558 (office)

859-559-7308 (cell) text/voice

## **AUTHORIZATION**

Please refer to the attached document for L.E. Gregg's terms and conditions.

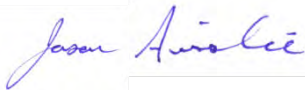
L.E. Gregg Associates shall reserve full rights for use of the project for marketing purposes. This includes, but is not limited to, publication in mass media and trade publications, submissions to awards programs, and inclusion in L.E. Gregg Associates' marketing materials and website. Project location, budgets, and client identity will be withheld at the client's request

If this proposal and the terms and 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 with personnel and equipment per your request and schedule. Also, signature on the acceptance as a representative of the company indicates that you and the authorizing company are responsible for payment in full for the services rendered.

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



Jason Ainslie, P.E.  
President



Robert E. Lyons  
Project Manager



Monica King  
Marketing Director



Chris Sanders  
Firestop

The **lump sum proposal** total for this project is **\$84,867.00** dollars. This estimate is based RFP, dated September 27, 2021, section 014110, sheets S-103, S-104 and Addendas and Geotechnical Report by *LE Gregg*, dated April 17, 2020. Any additional services will be billed at unit rates.

<b>Special Inspections · Materials Testing Conceptual Budget</b>	
<b>New Fayette County Middle School</b> Polo Club Blvd., Lexington, KY	<b>Hrs./Days</b> (estimated)
<b>QA/QC · Civil/Site</b> (Materials Testing)	<b>\$15,520.00</b>
Grading/Soil ( <i>Fill, Lifts/Proof-Rolls, Densities</i> ) – 20 days/80hrs	\$3,820.00
Parking ( <i>Proof-Roll, Subgrade prep, Density</i> ) – 3 days/8hrs @ \$45.00/hr.	\$1,080.00
Sanitary/Storm ( <i>LFUCG, DCP, Bedding, Pipe, Structures</i> ) – 14 days/8hrs @ \$45.00/hr.	\$5,040.00
Sidewalks/Landings ( <i>DCP, wwf, Concrete</i> ) – 8 days/4hrs @ \$45.00/hr.	\$1,440.00
Asphalt/Prep ( <i>Temps, Densities, Tons, Proof-rolls</i> ) – 9 days/8hrs @ \$45.00/hr.	\$3,240.00
Nuclear Gauge Equipment Fee – 18 days @ \$50.00/day	\$900.00
<b>Building</b> (Special Inspections)	<b>\$44,950.00</b>
Soils/Nuclear Density ( <i>Subgrade, Densities, Proof-roll</i> ) – 12 days/80hrs	\$3,600.00
Footings ( <i>DCP's/Rock, Re-steel, Concrete</i> ) – 28 days/4hrs @ \$45.00/hr.	\$5,040.00
Masonry ( <i>Mortar, Re-steel, Horiz Reinforcement, Grout</i> ) – 48 days/4hrs @ \$45.00/hr.	\$8,640.00
ICF/Stem/Retaining Walls ( <i>Re-steel, Concrete</i> ) – 35 days/4hrs @ \$45.00/hr.	\$6,300.00
Storm/Tornado Shelter ( <i>PE Onsite</i> ) – 6 days/4hrs @ \$125.00/hr.	\$3,000.00
Concrete Slabs ( <i>Proof-roll, Subgrade, Re-steel</i> ) – 14 days/6hrs @ \$45.00/hr.	\$3,780.00
Pre-Cast ( <i>Anchors, Welds, Framing, Grout</i> ) – 8 days/4hrs @ \$45.00/hr.	\$2,240.00
Floor Flatness/Non-Shrink Grout/Cylinder pickups – 18 trips	\$2,910.00
CWI ( <i>Framing, Welds, Moments, Bolts, Anchors, Decking</i> ) – 23 days/4hrs @ \$70.00/hr.	\$5,040.00
UT Non – Destructive Testing / trip @\$460.00/trip	\$1,840.00
Firestop – 8 days/4 hrs. @\$80.00/hr.	\$2,560.00
<b>Laboratory Testing</b>	<b>\$11,014.00</b>
Concrete cylinders – 87 sets @ \$52.00/set	\$4,524.00
Grout Prisms – 48 sets @ \$100.00/set	\$4,800.00
Non-Shrink Grout Prisms – 4 sets @ \$100.00/set	\$400.00
Mortar Prisms – 3 sets @ \$120.00/set	\$360.00
CMU Block Verification – 2 set @ \$400.00/set	\$800.00
Proctor classification (Soil) – 1 set @ \$130.00/set	\$130.00
<b>Professional Services</b>	<b>\$13,383.00</b>
Principal Engineer - 19 hours @ \$120.00/hr.	\$2,280.00
Project Engineer – 10 hours @ \$85.00/hr.	\$850.00
Clerical - 5 hours at \$40.00/hr.	\$200.00
Project Manager - 40 hours at \$70.00/hr.	\$2,800.00
<b>Wasted Trips · 32hrs per RFP, sheet 2 A, “for wasted trips or delays”</b>	<b>\$1,440.00</b>
<b>Allowance · \$3,500 per RFP, sheet 2 B, “IF needed for Design Team or Owner re-testing”</b>	<b>\$3,500.00</b>
Travel Charges - 257 trips @ 15 miles R/T @ \$0.60 /mile	\$2,313.00
<b>Lump Sum Estimate Total</b>	<b>\$84,867.00</b>



Date:	
<b>L.E. Gregg Associates</b> (hereafter " <b>L.E. Gregg</b> ")	Client Name: <b>Fayette County Public Schools</b> (hereafter " <b>Client</b> ") <i>Melinda Joseph-Dezarn</i>
Address: <b>2456 Fortune Drive Suite</b> <b>Lexington, KY 40509</b>	Address: <b>450 Park Place</b> <b>Lexington, Kentucky 40511</b>
Telephone: <b>859-252-7558</b> Fax: <b>859-255-0940</b>	Email: <a href="mailto:melinda.josephdezarn@fayette.kyschools.us">melinda.josephdezarn@fayette.kyschools.us</a>
<u>PROJECT</u>	
<b>New Fayette County Middle School</b>	
<b>SERVICES TO BE RENDERED</b>	
Special inspections and materials testing per IBC Chapter 17 and KBC 2012 Chapter 17, as listed in the attached proposal.	
<b>\$84,867.00 · Lump Sum Total</b>	Expires Ninety (90) Days from the date of the proposal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

Client: \_\_\_\_\_ L.E. Gregg Associates

By: \_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Print Name and Title) (Print Name and Title)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Client's DIGITAL signature to be treated as an original signature.**

Based upon the anticipated duration of the project, invoices will be submitted at the first of each month for the services performed during that period.

Attachments: Unit Fee Schedule  
Proposal Acceptance Sheet  
Terms and Conditions

## Unit Rate Schedule

<b><u>Professional Services</u></b>	<b><u>Unit Rate</u></b>
<b>Geotechnical Technician</b> , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour .....	\$ 45.00*
<b>Senior Geotechnical Technician</b> , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour .....	\$ 60.00
<b>Structural Steel/Certified Welding Inspector</b> , as required by the building code, portal to portal, regular time, per hour.....	\$ 70.00
<b>Certified Firestop Inspector</b> , as required by the building code, portal to portal, regular time, per hour.....	\$ 80.00
<b>Clerical</b> , per hour .....	\$ 40.00
<b>Project Manager</b> , per hour .....	\$ 70.00
<b>Senior Project Manager</b> , per hour.....	\$ 100.00
<b>Project Engineer</b> , per hour.....	\$ 85.00
<b>Principal Engineer</b> , per hour .....	\$ 120.00
<b>Overtime</b> (To be billed at 1.5 times the unit rates quoted above for any time in excess of 8hrs/day, weekend, or holiday work.....)	1.5 x unit rate

\* 3 Hour minimum may apply

<b><u>Lab Fees, Transportation, and Expenses</u></b>	<b><u>Unit Rate</u></b>
<b>Mileage Charge*</b> .....	\$ 0.60 /mile
<b>*Travel time will be billed in addition to mileage charges at the applicable unit rate listed above</b>	
<b>Per Diem</b> (If overnight stay is required) .....	\$ 190.00
Compressive Strength <b>Concrete Cylinders</b> , each.....	\$ 11.00
Compressive Strength <b>Concrete Cylinders by others</b> , each.....	\$ 16.00
Compressive Strength <b>Grout 4x8 Prisms</b> , each.....	\$ 25.00
Compressive Strength <b>Mortar Cubes</b> , each.....	\$ 20.00
<b>Moisture Content of Soils</b> and Visual/Manual Classification, each.....	\$ 12.00
<b>Atterberg Limits</b> (LL, PL, and PI), each.....	\$ 60.00
<b>Particle Size Analysis</b> of Soil Suite, includes 3 items below, .....	\$ 140.00
1. Washed Sieve Analysis .....	\$ 45.00
2. Hydrometer .....	\$ 45.00
3. Specific Gravity .....	\$ 50.00
<b>Soils Finer than #200</b> .....	\$ 45.00
<b>Floor Flatness Profiler Equipment</b> (Actual Cost plus 15 percent)	
<b>Standard Proctor</b> .....	\$ 130.00
<b>Modified Proctor</b> .....	\$ 145.00
<b>CBR, two points</b> .....	\$ 200.00
<b>Coring Machine Rental</b> , per day (Generator may be required at cost +15%) .....	\$ 350.00
<b>Nuclear Density Gauge</b> , for Compaction Testing, per day .....	\$ 50.00

*Effective March 7, 2021*



# **TERMS AND CONDITIONS**

## TERMS AND CONDITIONS

### 1. SCOPE OF WORK

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

### 2. RIGHT OF ENTRY

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

### 3. PAYMENT TERMS

L.E. GREGG will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to L.E. GREGG payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

### 4. STANDARD OF CARE

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

### 5. INSURANCE AND GENERAL LIABILITY

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

### 6. RISK ALLOCATION

Due to the very limited benefit L.E. GREGG will derive

from this project compared to that of other parties involved, including the Client, Client agrees to limit L.E. GREGG'S liability to Client or any other party using or relying on L.E. GREGG'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in L.E. GREGG'S performance, or other legal theory such that the total aggregate liability of L.E. GREGG to all those named shall not exceed L.E. GREGG'S project fee for the services rendered on this project.

### 7. TERMINATION

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

### 8. ASSIGNS

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

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



## **10. CONFLICTS**

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

## **11. 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.

## **12. DELAYS IN WORK**

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

## **13. SAMPLING OR TEST LOCATION(S)**

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

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

reported.

## **14. 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 negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *L.E. GREGG* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the primary method for dispute resolution between the parties to those agreements.

## **15. FAILURE TO FOLLOW RECOMMENDATIONS**

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

## **16. FORCE MAJEURE**

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

## **17. 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

## **18. 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.

#### **19. 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.

#### **20. SITE WORK**

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

#### **21. 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.

#### **22. 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.

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

#### **24. AQUIFER CONTAMINATION**

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

#### **25. HAZARDOUS SUBSTANCES**

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

L.E. GREGG'S failure to properly execute the proposed

and contracted scope of work set forth in this contract.

## **26. ENVIRONMENTAL PROBLEMS**

L.E. GREGG and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of L.E. GREGG'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in L.E. GREGG'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. L.E. GREGG shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in

L.E. GREGG'S proposed and contracted scope of work. Client waives any claim against L.E. GREGG and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

## **27. ENVIRONMENTAL INDEMNITY**

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

L.E. GREGG or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of L.E. GREGG or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by

L.E. GREGG shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless L.E. GREGG from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of L.E. GREGG during the execution of its proposed and contracted scope of work.

## **28. OWNERSHIP OF DOCUMENTS**

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

## **29. PUBLIC RESPONSIBILITY**

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

Revised July 2018