



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
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## **Engineering Proposal Powell County Schools Stanton Elementary**

September 15, 2022

Ms. Sarah Wasson  
Mr. Doug Brewer  
Powell County Board of Education

Ms. Wasson and Mr. Brewer,

Garland/DBS, Inc. (GDI) proposes to provide the following services for the Stanton Elementary Reroofing Project at 651 Breckenridge St, Stanton, KY 40380 totaling approximately 47,793 square feet in roof area for A, B, C1, C2, D, and E show below.



### **Scope of Services:**

Roof Replacement Shop Drawings including:

1. Roof plan with detail conditions, scope of work references, and project notes
2. Project specific details based on visual assessment of the existing roof conditions
3. Preliminary design attachment of the proposed roof system according to current building code.

**Price: \$4,400.00**

Exclusions:

1. Designs for retrofits or repairs to the building structure.
2. The responsibility for the discovery of hidden existing conditions, any resulting damages to persons or properties, or any additional construction costs. Hidden conditions are defined as concealed in existing construction or incapable of investigation by reasonable and sage visual observation.
3. The responsibility for the discovery, presence, handling, removal or disposal, or the exposure of persons to, hazardous materials and/or toxic materials at the project site.
4. Evaluation of storm water drainage, structure, mechanical, electrical, plumbing or other building systems unless specifically mentioned in this proposal.

The following Terms and Conditions apply.

To move forward, please sign below and provide a purchase order made out to Garland/DBS, Inc. If you have any questions regarding this proposal, please contact us.

Sincerely,



Garland Engineering Services

Responsible for Payment and Accepted by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Terms and Conditions

1. **Parties:** "GDI" shall mean Garland/DBS, Inc. "Customer" shall mean the person or entity executing the Agreement with "GDI".
2. **Project Consultant:** The consultant may be contracted for this project as an independent of GDI and is chosen for his/her expertise in the scope of work for this project.
3. **Limitation of Services:** Other services or work beyond those proposed above, expressed or implied, are not included in this engineering proposal. All design concerning uplift pressure and attachment design; size of primary roof drains and secondary roof overflow drains; snow load and roof snow retention design presume the adequacy and compliance of the structures and all parts thereof to support the roof and work specified per the owner's express and/or implied representations.
4. **Payment:** Invoices for GDI's services shall be submitted upon completion of work. Invoices shall be payable when rendered and shall be considered past due if not paid within thirty (30) days after the invoice date. Additional services requested by Customer beyond the Scope of Work above shall be charged at the rate of \$150 per hour.
5. **Standard of Care:** GDI represents that it will provide its services under this agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional design community practicing under similar conditions at the same time in the same or similar locality. GDI offers no other warranty of any kind, expressed or implied, at common law or created by statute, or intended by the rendition of consulting services or by furnishing oral or written reports of the findings made, other than as specified in the project contract documents.
6. **Liability:** It is agreed that the Customer's maximum recovery against GDI for the Professional Services performed under this agreement, whether in contract, tort, or otherwise is the amount of GDI's fees. In no event shall GDI be liable, whether in contract, tort, or otherwise, for client's loss of profits, delay damages, or

for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

7. **Dispute Resolution:** Customer and GDI shall first attempt to resolve disputes or disagreements at the field level through discussions between Customer's Representative and GDI's Representative. Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 8 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") then in effect, unless the parties mutually agree otherwise. The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorney's fees, expert witness fees and expenses incurred by the prevailing party. Notwithstanding anything herein to the contrary, neither Customer nor GDI shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, business, reputation or financing.
8. **Termination:** This agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. Substantial failure for the customer includes any requests made to GDI that violate the standard of care as described in article 6.

<END OF PROPOSAL>