



Proposal for:

SPECIAL INSPECTIONS & QUALITY CONTROL

NEW CALVARY ELEMENTARY SCHOOL

Lebanon, KY



GEOTECHNICAL, ENVIRONMENTAL & MATERIALS ENGINEERS



STATEMENT OF QUALIFICATIONS



FIRM PROFILE

L.E. Gregg Associates, headquartered in Lexington, Kentucky, was founded in 1957 to provide engineering and materials testing services. Originally, the firm's expertise primarily included highway design, construction and testing. Since then, our firm has become well known for special inspections, materials testing, Geotechnical investigations for a variety of markets including commercial, industrial and public/municipal facilities.

Our in-house concrete & masonry and the soils & aggregate lab are certified bi-annually by AASHTO Re:Source. We are also currently one of two labs in Kentucky, and the only for Central and Eastern Kentucky, which are AASHTO Re:Source certified for ASTM C140 which is the compressive strength and absorption of concrete masonry units (CMU). L.E. Gregg is KYTC pre-qualified for Geotechnical and environmental services. L.E. Gregg is also U.S. Army Corps of Engineers certified for Aggregate, Concrete, Masonry and Soil Testing.

All of our field representatives are certified. Additionally, our experts hold rare elite-level certifications including, ICC Master Inspector and IFC Premier Level Firestop Inspector.

We provide the specialized expertise needed to complete a successful project. We pride ourselves in delivering exactly what our clients need, whether taking a simple nuts and bolts approach or using innovative, and cutting-edge technologies to create necessary efficiencies.

CERTIFICATIONS

LE GREGG TEAM BREAKDOWN

ENGINEERS

2 Professional Engineers
1 Engineering in Training

GEOLOGISTS

1 Geologist
2 Geologist in Training

ACI CERTIFICATIONS

13 ACI Concrete Field Certification - Level 1
2 ACI Concrete Field Certification - Level 2
3 ACI Concrete Strength Testing

ICC CERTIFICATIONS

1 Master Inspector
2 Fireproofing Spray Applied
1 Pre-Stress and Post Tension
3 Reinforced Concrete
5 Soils Inspector
1 Structural Steel and Bolting
3 Structural Masonry
1 Structural Welding (Codes & Plans)

NICET CERTIFICATIONS

1 NICET Level I (Concrete, Asphalt, Soils)
1 NICET Level II (Soils)

IFC CERTIFICATIONS

1 Premier Level Firestop Inspector
1 Firestop Inspector

CERTIFIED WELDING INSPECTOR

1 AWS/CWI

STATEMENT OF QUALIFICATIONS

IN-HOUSE LABS

Our **concrete & masonry** and **soils & aggregate labs** are certified bi-annually by AASHTO Re:Source.

We are also AASHTO Re:Source certified for ASTM C140 which is the compressive strength and absorption of concrete masonry units (CMU).



US Army Corps
of Engineers®



LOCAL FAMILIARITY

L.E. Gregg has been providing engineering services to Central Kentucky communities since 1957 for a variety of markets including school, commercial, industrial and public/municipal facilities.

Our team has completed 8 athletic complexes, **32 schools** and student housing structures in Kentucky. We have also worked on 1,000's of commercial and manufacturing buildings and warehouses, 1,000's of residential buildings, 12 Water Treatment Plants, Waste Water Plants and Dams, 25 Hospitals additions and medical buildings and 6 Federal or County Prisons.



NSPE

L.E. Gregg Associates is a member of the National Society of Professional Engineers and our team adheres strictly to the NSPE Code of Ethics for Engineers. We provide our clients and our community with the highest standards of honesty and integrity.

COMMUNICATION



We work closely with our clients to understand their needs, establish strong relationships, and successfully meet project goals.

We strive to communicate immediately and respond to any calls or troubleshooting that needs to be done on a project.

Daily Reports will be distributed with photographs and written observations, testing and areas of non-compliance. The design team and GC will be immediately notified of work requiring corrective action.

L.E. Gregg's final reports document the completion of all inspections and correction of differences. This report will be prepared by L.E. Gregg staff and sealed/signed by our Principal Engineer.

We are a small, dedicated company that passionately believes in doing our part for public safety and ensuring our client's interests are protected.



L.E. GREGG

TEAM



**Jason
Ainslie, PE**

PROFESSIONAL ENGINEER LICENSES

Alabama #38157-E
Arkansas #18760
Florida #86901
Georgia #PE043199
Iowa #23414
Illinois #062.068322
Indiana #10310508
Kansas #PR26787
Kentucky #23677
Maine #PE15946
Michigan #6201064556
Missouri #2019008801
Nebraska #E-16081
Nevada #026425
New Mexico #25356
North Carolina #PE044666
North Dakota #PE-8834
Ohio #PE 69992
Oregon #94767PE
Pennsylvania #PE085498
South Carolina #36506
Tennessee #119240
Virginia #0402055779
Washington #57277
West Virginia # 20248
Wisconsin # 46894-6
Premier Certified IFC Firestop Inspector

EDUCATION

BS, Geological Engineering,
University of Missouri
Rolla, Missouri, 1999

REPRESENTATIVE EXPERIENCE

President and Principal Engineer

L.E. Gregg Associates
Lexington, Kentucky
2011 – Present

Project Engineer

Patriot Engineering and Environmental
Evansville, IN
2005-2011

Project Engineer

American Engineers, Inc.
Glasgow, KY
2000-2005

22 Years Experience

RELEVANT EXPERIENCE

Hanson Elementary School

Hanson, KY
2021 - ongoing

Jefferson Elementary School

Henderson, KY
2020- ongoing

Tates Creek High School

Lexington, KY
2020-ongoing

Stamping Ground Elementary

Stamping Ground, KY
2019-2020

Great Crossing High School

Georgetown, KY
2017-2019

Creekside Elementary School

Georgetown, KY
2018 -2019

Brenda Cowan Elementary School

Lexington, KY
2018 -2019

Scott County Middle and Elementary School

Georgetown, KY
2017



Steven Mortimer, PE

PROFESSIONAL ENGINEER LICENSES & CERTIFICATIONS

KY PE #32578
ACI Level I
ACI Strength Testing Technician
APGNA Hazardous Materials
APGNA Nuclear Gauge
APGNA RSO
KYTC Grade and Drain

EDUCATION

BS, Civil Engineering
University of Southern Indiana
Evansville, Indiana, 2012
BS, Environmental Science
University of Evansville
Evansville, Indiana, 2007

REPRESENTATIVE EXPERIENCE

Senior Engineer

L.E. Gregg Associates
Lexington, Kentucky
2012 – Present

Field and Lab Technician

Patriot Engineering and Environmental
Evansville, IN
2011-2012

11 Years Experience

RELEVANT EXPERIENCE

Role: Geotechnical Engineer

Fayette County Middle School

Lexington, KY
2022

Lawrence County High School LAVEC

Louisa, KY
2022

Rodburn Elementary School

Morehead, KY
2022

Hanson Elementary School

Hanson, KY
2020

Johnson Central High School Technology Center Addition

Paintsville, KY
2021

Russell County Middle School Addition

Russell Springs, KY
2021

Whitley County High School CTE Building

Williamsburg, KY
2021

Great Crossing High School

Georgetown, KY
2017-2019

Fredrick Douglas High School FCPS #6

Lexington, KY
2014-2016



Robert Lyons

CERTIFICATIONS

ACI Field Level I
2-10 Home Inspector
OSM Inspector
HUD Foundation Inspector
Code Admin Assoc of KY
Troxler Nuclear Density Gauge Certified
Hazmat Certified

EDUCATION

Mechanical Drafting, Mayo State
VocTechnical School
Paintsville, KY 1983

Associate Arts/Graphics
Prestonsburg
Community College 1984

REPRESENTATIVE EXPERIENCE

Project Manager

L.E. Gregg Associates
Lexington, Kentucky
2016 – Present

Construction Inspector

Bocook Engineering, Inc.
Paintsville, KY
1984-99 & 2001-2016

Vice President

Mike Brown Co Construction
Paintsville, KY
1999-2001

38 Years Experience

RELEVANT EXPERIENCE

Tates Creek High School

Lexington, KY
2020-ongoing

Stamping Ground Elementary

Stamping Ground, KY
2019-2020

Wallins Elementary School

Harlan, KY
2020 - ongoing

Millard Elementary School

Millard, KY
2017

Great Crossing High School

Georgetown, KY
2017-2019

Creekside Elementary School

Georgetown, KY
2018 -2019

Brenda Cowan Elementary School

Lexington, KY
2018 -2019

Christian Appalachian Project

Paintsville, KY
2014



**Chris
Sanders**

PROFESSIONAL LICENSES & CERTIFICATIONS

ACI Field Level I
ICC Reinforced Concrete Special Inspector
Asphalt Level I
ICC Spray-Applied
Fireproofing Special Inspector
Hazmat Certified
OSHA 10
Nuclear Gauge Safety Training
IFC Certified Premier Firestop Inspector

EDUCATION

AS Environmental Science
KCTCS
Lawrenceburg, KY 2001

REPRESENTATIVE EXPERIENCE

IFC Firestop & Project Manager

L.E. Gregg Associates
Lexington, Kentucky
2006 – Present

16 Years Experience

RELEVANT EXPERIENCE

Great Crossing High School

Georgetown, KY
2017-2019

Creekside Elementary School

Georgetown, KY
2018 -2019

UK College of Medicine Renovation Firestop

Lexington, KY
2017-2018

UPike – Health Professions Education Facility

Pikeville, KY
2016-2018

University of Kentucky Library Drive Extension Phase I

Lexington, KY
2019-ongoing

Daviess County Library Firestop

Owensboro, KY
2018

Shelby County Library Annex

Shelbyville, KY
2017-2018

Churchill Downs Starting Gates Suites Firestop

Louisville, KY
2017-2018

Ashland Plaza Hotel Renovation Firestop

Ashland, KY
2018-ongoing

Scott County Library Addition

Georgetown, KY
2015



Daniel Bowles

PROFESSIONAL LICENSES & CERTIFICATIONS

ICC Master Inspector
ICC Pre-Stress/Post-Tension Concrete
ICC Structural Welding Codes
ICC Structural Welding Plans
ICC Soils Inspector
ACI Field Level I
KYTC Grade and Drain – Level I
Hazmat Certified
Nuclear Gauge Safety Trained
OSHA 10 Trained

EDUCATION

AA in University Studies
Morehead State University
Morehead, KY 2008

REPRESENTATIVE EXPERIENCE

ICC Master Inspector & Engineering Representative

L.E. Gregg Associates
Lexington, Kentucky
2014 – Present

Field Representative

Brett Construction Company
Lexington, Kentucky
2003 - 2004 & 2008 – 2014

15 Years Experience

RELEVANT EXPERIENCE

Tates Creek High School

Lexington, KY
2020-ongoing

Bryan Station HS Softball Field House

Lexington, KY
2019-2020

Great Crossing High School

Georgetown, KY
2017-2019

Creekside Elementary School

Georgetown, KY
2018 -2019

Phelps Athletic Fields

Phelps, KY
2016

UPike – Health Professions Education Facility

Pikeville, KY
2016-2018

Fredrick Douglas High School

Lexington, KY
2014-2016

Brenda Cowan Elementary School

Lexington, KY
2018 -2019

Beaver Creek Alternative School

Martin, KY
2015-2017



**Mike
Pierce**

PROFESSIONAL LICENSES & CERTIFICATIONS

AWS Certified Welding Inspector
ACI Field Level I
CWI Steel Inspector
Hazmat Certified
Nuclear Gauge Safety Trained

REPRESENTATIVE EXPERIENCE

CWI & Engineering Representative

L.E. Gregg Associates
Lexington, Kentucky
2021 – present

CWI & Engineering Representative

Terracon
Colorado
2020 – 2021

CWI & Engineering Representative

L.E. Gregg Associates
Lexington, Kentucky
2001 – 2020

Engineering Technician

Ground Engineering and Testing Services
Louisville, Kentucky
1991-1999

31 Years Experience

RELEVANT EXPERIENCE

Hanson Elementary School

Hanson, KY
2021 - ongoing

Jefferson Elementary School

Henderson, KY
2020- ongoing

Muhlenberg County High School Kitchen

Greenville, KY
2022 - ongoing

Great Crossing High School

Georgetown, KY
2017 - 2019

Creekside Elementary School

Georgetown, KY
2018 - 2019

Athens Boonsboro Elementary School

Georgetown, KY
2018- 2019



**John
Stepp**

PROFESSIONAL LICENSES & CERTIFICATIONS

ACI Concrete Field Testing Tech Grade I
ACI Concrete Strength Testing Tech
KCA Level II Tech
KYTC Aggregate Technician
KYTC Tech Level II
Nuclear Gauge Safety
Hazmat Certification
OSHA 10-Hour

REPRESENTATIVE EXPERIENCE

Engineering Representative

L.E. Gregg Associates • Somerset, Kentucky
2018 – Present

Environmental Specialist

Triple Crown Concrete • Somerset, KY
2017 - 2018

Quality Control & Environmental and Safety Director

Ready Mix • Somerset, KY
2012 - 2017

Quality Control

Pyles Concrete, Inc. • Jamestown, KY
2010-2012

Assistant Plant Manager

Ready Mix • Somerset, KY
2008-2010

12 Years Experience

RELEVANT EXPERIENCE

Wildwood Cottages & Campgrounds at Lake Cumberland

Russell County, KY
2019 - ongoing

Don Frankin Kia

Somerset, KY
2019-2020

Mill Spring Cemetery

Nancy, KY
2019 - ongoing

Centre College North Campus Housing

Danville, KY
2018-2019

Tractor Supply Company

Clinton, TN
2019 - 2020

Woodlawn Elementary School

Danville, KY
2020 - ongoing

Manchester Middle School

Manchester, KY
2020 - ongoing



**Daniel
Yates**

REPRESENTATIVE EXPERIENCE

Project Engineer

L.E. Gregg Associates
Lexington, Kentucky
2022 – Present

Engineering Technician

Anderson Communities
Lexington, KY
2020-2022

02 Years Experience

CERTIFICATIONS

ICC General Requirements
Troloxer Nuclear Density Gauge Certified

Education

B.S. in Civil Engineering
University of Kentucky
(2015-2020)

RELEVANT EXPERIENCE

Role: Project Engineer

Village Great Acres

Lexington KY
2020-2022

Park Lake Apartments

Louisville KY
2020-2022

Sebastian Property U1 S3

Lexington KY
2021-2022

Hanson Elementary

Hanson KY
2022-Ongoing

Madisonville Hopkins Co Sportsplex

Madisonville, KY
2022-ongoing

RECENT EXPERIENCE

Jefferson Elementary School

*Henderson, KY
2020-ongoing*

Muhlenberg County High School Kichen

*Greenville, KY
2022 - ongoing*

Hanson Elementary School

*Hanson, KY
2021-ongoing*

Tates Creek High School

*Lexington, KY
2020-ongoing*

Bryan Station High School Softball Fieldhouse

*Lexington, KY
2019-2020*

Wallins Elementary School

*Harlan, KY
2020-ongoing*

Sebastian Elementary School

*Jackson, KY
2019-2020*

Great Crossing High School

*Georgetown, KY
2017-2019*

Creekside Elementary School

*Georgetown, KY
2018 -2019*

Stamping Ground Elementary

*Stamping Ground, KY
2019 -2020*

UPIke Health Professional Education Building

*Pikeville, KY
2015-2018*

Scott County Middle and Elementary School

*Georgetown, KY
2017*

Millard Elementary School

*Millard, KY
2016-2017*

Fredrick Douglas High School

*Lexington, KY
2014-2016*

Garrett Morgan Elementary School

*Lexington, KY
2015*

Squires Elementary School

*Lexington, KY
2014*

Stonewall Elementary School

*Lexington, KY
2013*

Jessie Clark Middle School

*Lexington, KY
2012-2013*

Glendover Elementary School

*Lexington, KY
2012-2013*

Locust Trace AgiScience Center

*Lexington, KY
2011*



HOPE CENTER PERMANENT HOUSING



\$7 million
Total Project Cost

\$33,130
Project Fees

SERVICES



Owner Representative
Jeff Crook, CFO
(859) 252-2002
2017 2019

L.E. Gregg Associates was contacted to perform the Geotechnical Investigations, Phase I Environmental Assessment, and Construction Phase Special Inspections for the proposed 48-unit Hope Center Permanent Housing.

This apartment is being utilized for sober living recovery support. A total of 11 soil borings and 3 rock line soundings were performed to determine bedrock surface, geologic conditions,

surface and subsurface water conditions, to make recommendations for structural design and construction practices based on the assessment of the Geotechnical risks. Construction phase inspections included soil, reinforced concrete, reinforced masonry, structural steel, wood framing, and firestop inspections to comply with the Kentucky Building Code as well as project plans and specifications.



JAMES E. BRUCE CONVENTION CENTER



\$8.5million
Total Project Cost

\$54,000
Project Fees

SERVICES



Special Inspections

Owner Representative
Mike Perry
(270) 890-0601
2018 - 2019

This \$8.5 million-dollar expansion to the James E. Bruce Convention Center is part of the push for Christian County to be prepared for the growing entertainment and residential boom anticipated by the many coming projects. L.E. Gregg provided construction phase

inspections including soil, reinforced concrete, reinforced masonry, structural steel, wood framing, and firestop inspections to comply with the Kentucky Building Code and project plans and specifications.



BLUEGRASS AIRPORT TSEP- PHASE IV AIRCRAFT RESCUE & FIRE FIGHTING FACILITY

Lexington, KY



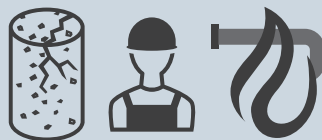
21,000 sq ft

Project Size

\$148,890

Project Fees

SERVICES



2018-ongoing

Year Started/Completed

Owner Representative

CMT, Janice Wright
2750 W. Washington St., Springfield, IL
(217) 787-8050

From the ground up, L.E. Gregg provided both materials testing and special inspections for the BGA ARFF facility.

Our lab experts and certified inspectors ensured that compliance was met with Kentucky Building codes and project construction documents.

The concrete and masonry structures were observed to ensure all work was performed in accordance with the civil and structural engineering plans and specifications.

One of the final steps is for our premier level firestop inspector to observe installation of firestop materials protect the integrity of fire rated barriers and floors.



THE MIDLAND TOWNHOMES

Lexington, Kentucky

\$40,000

Project Fees

2019-2020

SERVICES



Owner Representative

Mr. Ethan Allen Buell
BFMJ Consulting Engineers

Hanna Construction, Inc.
Brian Hanna

A Geotechnical exploration was performed for the construction of a 5-story multi-residence structure with a basement level parking garage. The exploration consisted of four (4) soil test borings.

The second phase of the project included observation of drilling and testing of concrete for the cast in place deep foundations. The concrete reinforcing steel was observed to comply with foundation construction. L.E. Gregg conducted slump, air, temperature, and compressive strength testing, and observed concrete placement. Masonry construction ob-

servation and sampling for grout and mortar placement were conducted. Verification and inspection of the installation of high-strength bolts, nuts, structural steel and steel decking, an inspection of welds, multi-pass fillet welds, single-pass fillet welds, column base plate non-shrink grout observations and testing, and embed plate connections, verification of proper bracing and stiffening members complied with the Kentucky Building Code as well as project plans and specifications.



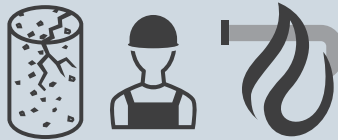
CENTRE COLLEGE NORTH CAMPUS RESIDENCE HALL

Danville, KY

\$29,000
Project Fees

2018-2019

SERVICES



Owner Representative

Arco National
Mr. Steve Hill
Mr. Mike King
Arco National Construction
900 North Rock Hill Road
Saint Louis, MO 63119

L.E. Gregg is thankful to be part of the team with ARCO that brought this 3-story, 66,500 SF state-of-the-art facility to Danville's Centre College.

L.E. Gregg observed the drilling operations and tested the concrete used for the construction of the cast in place deep foundations and drilled piers.

Our engineering representatives performed construction phase inspections that included foundation, concrete,

masonry, structural steel and light gauge steel to comply with the Kentucky Building Code as well as project plans and specifications.

L.E. Gregg's accredited lab technicians verified the compressive strength of CMUs, concrete and masonry for this project.

Our premier firestop inspector also performed fire-resistant joints and penetrations.

TESTIMONIALS

Our clients say it best!

One could not ask for a better team member when it comes to Geotechnical services than LE Gregg; I have utilized them on countless projects in my 27-years of being in this business and don't every plan to stop using them. They have a wealth of good people, from those in the field taking samples to those in the lab and office compiling the data and issuing reports. LE Gregg is quick to pickup the phone and say "how can we help you today" and that is worth its weight in gold in today's market; most take a day or two to get back to you and in this industry hours are not something that can be wasted, much less days. LE Gregg is one of the few that understands the obstacles that contractors face out in the field everyday and they are there with you to "roll with the punches" and do what they can to be of service and for this I am indeed grateful to each and everyone within the company. I highly recommend LE Gregg for any and all Geotechnical services on your project, no matter how big, small, complicated, or easy; they fit the bill.

Dan Graves
Graves + Graves

Client /Project Name	Contact Information
Bluegrass Regional Airport <ul style="list-style-type: none">- Concourse B Addition- Phase I, Phase II & Phase IIIA- Taxiway D Phase I & Phase II and Taxiway Bravo- Runway 9-27 Phase I & 9-27 Phase II, Nav aids Phase III- Air Carrier Ramp Project & Corporate T-Hangars- Snow Removal Equipment (SRE) & Maintenance Facility	Contact Name: Mark Day, P.E. Title: Director of Engineering and Maintenance Phone: 859-425-3100 Email: mday@bluegrassairport.com
University of Kentucky <ul style="list-style-type: none">- Wildcat Coal Lodge- UK/Nicholasville Road FEMA Flood Mitigation Project	Contact Name: Leon Roberts Title: Capital Construction Contracting Officer Phone: 859-323-6457 Email: lrobe2@uky.edu Contact Name: Keith Ingram Title: Project Manager Phone: 859-257-5911 ext. 237 Email: kingram@uky.edu
Scott County Board of Education <ul style="list-style-type: none">- Great Crossing High School- Creekside Elementary School- Scott County Middle and Elementary School	Contact Name: Billy Parker Title: Assistant Superintendent of Operations Phone: 502-863-3663 Email: Billy.Parker@scott.kyschools.us



PROPOSAL

April 6, 2023

Chris Brady, Superintendent
Marion County Board of Education
755 East Main Street
Lebanon, KY 40033

**Re: Proposal for *Material Testing and Special Inspections*
New Calvary Elem School (C23-051)
3345 State Highway 208 · Lebanon, KY 40033**

Superintendent Brady:

L.E. Gregg Associates is honored to provide this special inspection Not to Exceed proposal, based upon the **New Calvary Elem School** (3345 State Highway 208) RFP, section 044110, structural plans, stamped 02.16.23 and LE Gregg geotechnical report dated 07.26.22 for providing material testing and special inspections in Lebanon, KY (Marion 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. 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 at 3345 State Highway 208, Lebanon, KY, and will be comprised of new construction. These special inspection services are intended to comply with Chapter 17 of the Kentucky Building Code (KBC), project specifications, 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 following services that are expected with the project are as follows:

Soil Construction/ QC Site (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. Observation of Backfill, Utilities per division 22, 26, 31 and 33 per RFP, testing as needed.
5. Observation of Stone, Asphalt, Concrete and Curbs per division 32, testing as needed

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 member formed.

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.

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.
6. Observation and Inspection of Storm Shelter. Structural observation shall also be performed visually by a registered professional engineer, specializing in structures at various stages.

Structural Steel (KBC 1705.3)

1. Perform field inspections to verify the steel framing complies with the approved documents.
2. 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.
3. 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.
4. 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.
5. Perform Steel frame joint observation and testing for bracing and stiffening member locations, and application of joint details for each connection.

Cold Form Steel Light Frame (KBC 1705.10.2)

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 following the approved documents. (KBC Chapter 17, Section 1704.2) unless fabricator is approved per KBC Section 1704.2.2
2. 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

Clarification:

- 1) No Fabrication Shop (*unless not Certified-billed at Unit Rates, Fab Shop cost*)
- 2) 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.

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.

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.

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 **Project Name** project. In determining both the scope and the appropriate staffing levels, we are basing our proposal on the following:

- Activities requiring L.E. Gregg observation will allocate **200** working days onsite for personnel.

Accordingly, we have prepared our proposal:

- Field Representative on site for **200** days
- Certified Welding Inspector for **19** days
- Ultrasonic testing of moment welds: **2** day
- IFC Certified Firestop Inspector: **5** days
- **61** sets of five (5) 4" x 8" concrete cylinders
- Project management
- Professional engineering
- 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.

1,154 Total Hours

1,094 Technician hours

60 Professional services hours

\$130,521.00 Dollars - **Not to Exceed Total** · **Special Inspections and Materials Testing**

\$652.61 – avg cost per Site Inspection, Oversight, Report and Lab services

Weekday (*Inspections, Report, Lab Services, Travel, and Project Oversight*)

\$459 – Avg. cost per *weekday* half-day

\$743 – Avg. cost per *weekday* full-day

Weekend (*Inspections, Reports, Lab Services, Travel, and Project Oversight*)

\$718 – Avg. cost per *weekend* half-day

\$838 – Avg. cost per *weekend* full-day

\$5,993.00 Alternate #1 – Building Addition

\$887.00 Alternate #7 – Canopy & Framing

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:

Deanna VanderMarliere (Logistics Manager)
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



Chris Sanders
Firestop

The **Not to Exceed proposal** total for this project is **\$130,521.00** dollars. This estimate is based on the RFP, section 044110, structural plans, stamped 02.16.23 and LE Gregg geotechnical report dated 07.26.22 Any additional scope requested will be billed at agreed amounts or unit rates.

Special Inspections · Materials Testing	
NEW CALVARY ELEM SCHOOL 3345 State Highway 208 · Lebanon, KY 40033	Hrs./Days (estimated)
Civil/Site (Materials Testing)	\$21,080.00
Grading/Soil/DGA (<i>Underc, Lifts/Proof-Rolls, Densities</i>) – 11 days/8hrs @ \$65.00/hr.	\$5,720.00
Asphalt (<i>Temps, Densities, Tons</i>) – 38hrs @ \$65.00/hr.	\$2,665.00
Sidewalks/Landings (<i>DCP's, Wwm, Re-steel, Concrete</i>) – 8 days/5hrs @ \$65.00/hr.	\$2,600.00
Storm/Sanitary (<i>Bedding, Cover, Haunch, Fill, Densities</i>) – 23 days/6hrs @ \$65.00/hr.	\$8,970.00
Nuclear Gauge Equipment Fee (<i>Site & Bldg</i>) – 20 days @ \$75.00/day	\$1,500.00
Building (Special Inspections)	\$64,566.00
Soils (<i>Bldg Pad prep, Subgrade, Densities, Proof-roll</i>) – 42hrs @ \$65.00/hr.	\$2,730.00
Footings (<i>DCP's, Re-steel, Concrete</i>) – 18 days/6hrs @ \$65.00/hr.	\$7,020.00
Piers/Columns (<i>DCP's, Re-steel, Concrete</i>) – 5 days/5hrs @ \$65.00/hr.	\$1,625.00
Masonry (<i>Mortar, Re-steel, Horiz Reinfor, Grout</i>) – 43 days/5.5hrs @ \$75.00/hr.	\$17,738.00
Stem Wall (<i>Re-steel, Concrete</i>) – 15 days/5hrs @ \$65.00/hr.	\$4,875.00
Lt Gauge Metal (<i>Re-steel, Concrete</i>) – 6 days/5hrs @ \$65.00/hr.	\$2,700.00
Concrete Slabs (<i>Proof-roll, Subgrade, Re-steel</i>) – 72hrs @ \$65.00/hr.	\$4,160.00
Floor Flatness & Non-shrink Grout	\$3,800.00
CWI (<i>Framing, Welds, Moments, Bolts, Anchors, Decking</i>) – 0 days/0hrs @ \$90.00/hr.	\$7,020.00
UT Non – Destructive Testing / 2 trips & UT Technician	\$920.00
Firestop – 30hrs. @ \$90.00/hr.	\$2,700.00
Storm Shelter (<i>ICC-500, Re-steel, Concrete, PE 3rd Party</i>) – 30hrs @ \$65.00/hr.	\$4,500.00
Pickups (<i>Concrete, Grout, Mortar</i>) – 21 days/3.5hrs @ \$65.00/hr.	\$4,778.00
Laboratory Testing	\$9,550.00
Concrete cylinders – 61 sets @ \$60.00/set	\$3,660.00
Grout Prisms – 43 sets @ \$100.00/set	\$4,300.00
Non-Shrink Grout Prisms – 4 sets @ \$100.00/set	\$400.00
Mortar Cubes – 2 sets @ \$120.00/set	\$240.00
CMU Block Verification – 2 set @ \$400.00/set	\$800.00
Proctor classification (Soil) – 1 set @ \$150.00/set	\$150.00
Professional Services	\$35,325.00
Principal Engineer - 13 hours @ \$150.00/hr.	\$1,950.00
Project Engineer – 2 hours @ 125.00/hr.	\$500.00
Clerical - 2 hours at \$50.00/hr.	\$100.00
Project Manager - 41 hours at \$95.00/hr.	\$3,895.00
Travel Charges - 200 trips @ 152 miles R/T @ \$0.95 /mile	\$28,880.00
Not to Exceed Total:	\$130,521.00

Date:	
L.E. Gregg Associates <i>(hereafter "L.E. Gregg")</i>	Client Name: Marion Co Board of Educ <i>(hereafter "Client") Superintendent Brady</i>
Address: 2456 Fortune Drive Suite Lexington, KY 40509	Address: 755 East Main Street Lebanon, KY 40033
Telephone: 859-252-7558 Fax: 859-255-0940	Telephone: Email:
<u>PROJECT</u>	
New Calvary Elem School	
SERVICES TO BE RENDERED	
Special inspections and materials testing per IBC Chapter 17 and KBC 2012 Chapter 17, as listed in the attached proposal.	
\$130,521.00 – Not to Exceed Total:	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

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 a maximum limit of \$25,000 or L.E. GREGG'S project fee for the services rendered on this project, whichever is less.

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, Compensations 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.



2022 Unit Rate Schedule

Professional Services	Unit Rate
Eng Rep Field Technician • Foundations, Soil testing, DCP and Density Testing	\$ 65.00*
Eng Rep Masonry Technician • Grout, Mortar testing, Re-steel	\$ 75.00*
Senior Eng Rep Technician • Concrete, Soil testing and Site evaluations	\$ 85.00*
Structural Steel/Certified Welding Inspector • Welds, Bolts per Bldg Code	\$ 90.00*
Framing Inspector , Wood, Light Gauge Metal	\$ 90.00*
Certified Firestop Inspector • as required by the Bldg code	\$ 90.00
Clerical , per hour	\$ 50.00
Project Manager , per hour	\$ 95.00
Project Engineer , per hour.....	\$ 125.00
Principal Engineer , per hour	\$ 150.00
Overtime (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

* Portal to Portal, Regular Time per Hour · 3 Hour minimum may apply

Lab Fees, Transportation, and Expenses	Unit Rate
Mileage Charge*	\$ 0.95 /mile
* Travel time will be billed in addition to mileage charges at the applicable unit rate listed above	
Per Diem (If overnight stay is required)	\$ 190.00
Compressive Strength Concrete Cylinders , each	\$ 15.00
Compressive Strength Concrete Cylinders by others , each	\$ 25.00
Compressive Strength Grout 4x8 Prisms , each.....	\$ 25.00
Compressive Strength Mortar Cubes , each.....	\$ 20.00
Moisture Content of Soils and Visual/Manual Classification, each.....	\$ 12.00
Atterberg Limits (LL, PL, and PI), each.....	\$ 60.00
Particle Size Analysis of Soil Suite, includes 3 items below,.....	\$ 160.00
1. Washed Sieve Analysis	\$ 85.00
2. Hydrometer	\$ 40.00
3. Specific Gravity.....	\$ 36.00
Soils Finer than #200	\$ 50.00
Floor Flatness Profiler Equipment (D Meter only)	\$ 150.00
Standard Proctor	\$ 150.00
Modified Proctor	\$ 160.00
CBR, two points	\$ 230.00
Coring Machine Rental , per day (Generator may be required at cost +15%)	\$ 350.00
Nuclear Density Gauge , for Compaction Testing, per day.....	\$ 75.00
Pull Test , for Bolts Testing (equipment only), per day.....	\$ 250.00

Effective September 2022



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Robert Blain PHONE (A/C, No, Ext): (859)233-1461 FAX (A/C, No): (859)281-9450 E-MAIL ADDRESS: rblain@altorstrick.com	
INSURED JJL Inc., DBA: L E Gregg Associates 2456 Fortune Drive Suite 155 Lexington KY 40509		INSURER(S) AFFORDING COVERAGE INSURER A: Grange Insurance Company INSURER B: Continental Insurance INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 14060 35289

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP2336308	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA3184538	10/10/2021	10/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2625460	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	679316911	10/10/2021	10/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Valuable Papers & Records Cov: On Premises			CPP2336308	10/10/2021	10/10/2022	Valuable Papers \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER INSURED'S COPY INFORMATIONAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C. No. Ext): 502-244-1343 FAX (A/C. No.): 502-244-1411 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company	NAIC # 37885
INSURED JJL, Inc. dba L.E. Gregg Associates, Inc c/o Bell Engineering 2456 Fortune Drive, Suite 155 Lexington, KY 40509	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

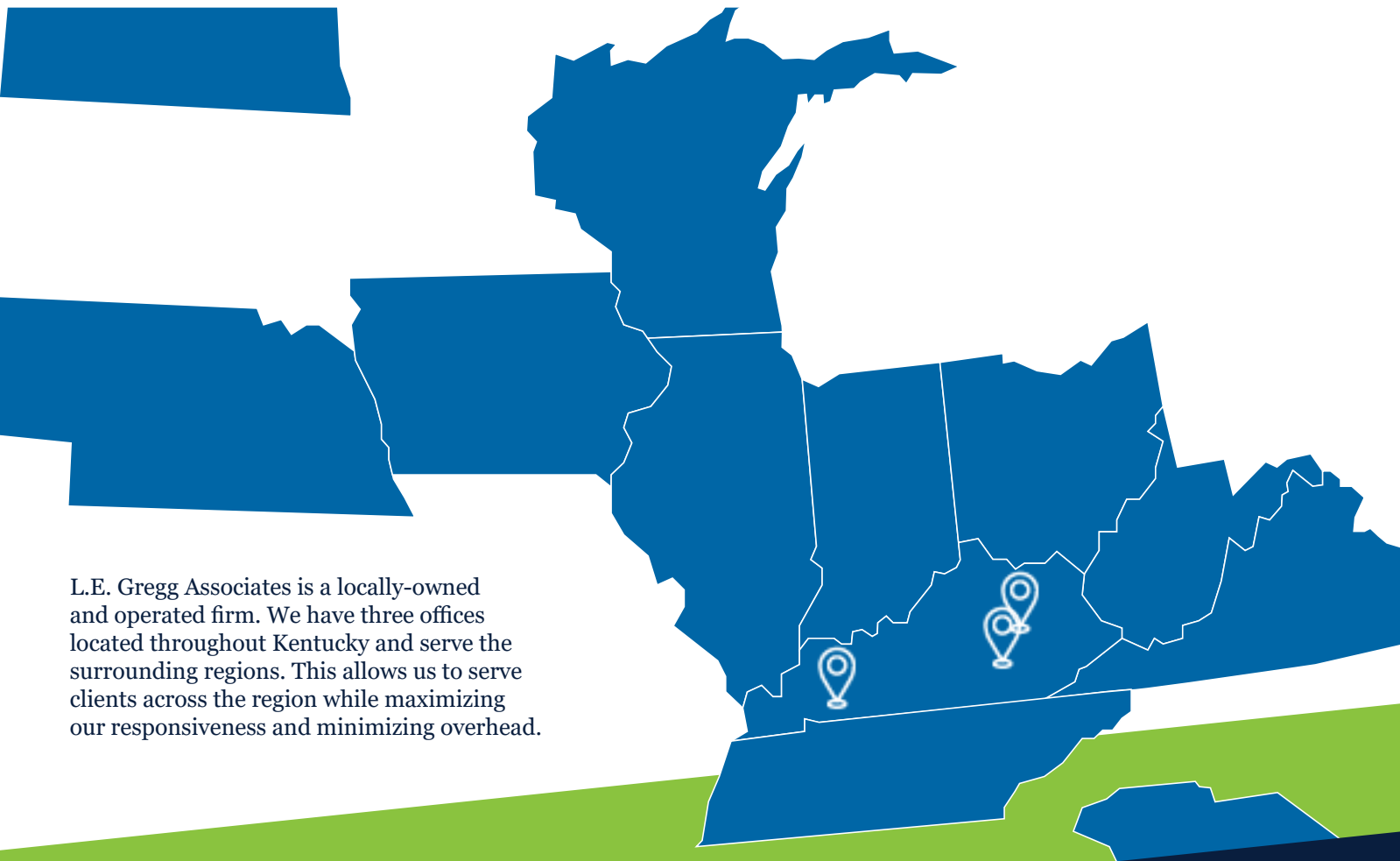
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			DPR9991625	04/01/2022	04/01/2023	Per Claim	3,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Informational Purposes Only
For Informational Purposes Only
For Informational Purposes Only
For Informational Purposes Only
For Informational Purposes Only

CERTIFICATE HOLDER For Informational Purposes Only For Informational Purposes Only For Informational Purposes Only For Informational Purposes Only For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SERVING KENTUCKY & SURROUNDING REGIONS



L.E. Gregg Associates is a locally-owned and operated firm. We have three offices located throughout Kentucky and serve the surrounding regions. This allows us to serve clients across the region while maximizing our responsiveness and minimizing overhead.

OFFICE LOCATIONS

Headquarters / Lexington

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Lexington, KY 40509
(859) 252-7558
Fax (859) 255-0940

Somerset

516 Monticello Street, Unit 4
Somerset, KY 42501

Hopkinsville

1091 Skyline Drive
Hopkinsville, KY 42240



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