

DEPARTMENT OF FACILITIES

DANNY CLEMENS, DIRECTOR
GEORGE BROCK, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
ANDREA ROCK, ENERGY MANAGER

MEMO

TO: Dr. Jesse Bacon, Superintendent *JB*
FROM: Danny Clemens, Director of Facilities
Date: August 1, 2023
RE: Special Inspection Services: Bernheim Middle School **DC**

I'm recommending that the Board accepts the proposal for Consulting Services, Inc. (CSI) provides special inspection services for the soil, concrete, and steel inspections for the Bernheim Middle School Renovation project. CSI provided the lowest estimated cost and performed the geotechnical investigation for the project. Request for Proposals were issued to three (3) companies and three (3) proposals were provided as listed below:

- 1.) Consulting Services, Inc. (CSI) \$33,250 (Estimated Fee)
- 2.) S&ME \$33,591 (Estimated Fee)
- 3.) ECS Southeast, LLP \$35,400 (Estimated Fee)

I recommend approval of this request.

Attachments:

- Recommendation Letter: Cate Ward, Studio Kremer Architects
- CSI Special Inspection Proposal- Bernheim Middle School Renovation
- S&ME Special Inspection Proposal- Bernheim Middle School Renovation
- ECS Southeast Special Inspections Proposal- Bernheim Middle School Renovation

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OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

July 31, 2023



Special Inspections Services Recommendation

TO: Bullitt County Public Schools
Danny Clemens, Director of Facilities
1040 Highway 44 East
Shepherdsville, KY 40165

REFERENCE: Special Inspection Services for:
Bernheim Middle School Renovation
700 Audubon Drive, Shepherdsville, KY 40165
BG# 23-051 | *ska#* 2022-36

Mr. Roth:

We are recommending **Consulting Services, Inc. (CSI)** provide special inspection services for the soil, concrete, and steel inspections for the Bernheim Middle School Renovation project. CSI provided the lowest estimated cost and performed the geotechnical investigation for the project. Request for Proposals were issued to three (3) companies and three (3) proposals were provided as listed below:

1.) Consulting Services, Inc. (CSI)	\$33,250 (<i>Estimated Fee</i>)
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The initial BG-1 included an estimated cost of \$70,000 for special inspections by a third-party agency. Please note, special inspections services are rendered based on actual time expended – fees noted here are an estimate based on the Construction Documents at the time the RFP was issued.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,
Studio Kremer Architects

Cate Noble Ward, AIA | Partner

enclosures –

- (1) CSI – Special Inspections Proposal – Bernheim Middle School Renovation
- (2) S&ME – Special Inspections Proposal – Bernheim Middle School Renovation
- (3) ECS Southeast – Special Inspections Proposal – Bernheim Middle School Renovation

studio kremer architects

1231 S Shelby St, Louisville, KY 40203
TEL 502.499.1100 FAX 502.499.1101



July 27, 2023

Bullitt County Public Schools
% Studio Kremer Architects
1040 Highway 44 East
Shepherdsville, Kentucky 40165

Attn: Mr. Danny Clemens, Director of Facilities and Ms. Cate Noble Ward, AIA

Subject: **Proposal for KBC Special Inspection**
Bernheim Middle School Renovation
Shepherdsville, Kentucky
CSI Proposal No. 8593

Dear Mr. Clemens/Ms. Ward:

Consulting Services Incorporated (CSI) appreciates the opportunity to provide our proposal for providing Special Inspection services for the referenced project. This proposal is being provided in response to the request for proposal received via email on July 21, 2023 and provides a discussion of project information, our proposed scope of services, and associated fees.

PROJECT INFORMATION

We understand that Bullitt County Public Schools are planning for a new addition and renovations of the Bernheim Middle School located at 700 Audubon Drive in Shepherdsville, Kentucky. The project scope includes the renovation of the existing 66,108 square foot school facility and two new additions to the classroom wings of approximately 4,050 square feet. The combined pre-engineered metal building structure with masonry veneer and load bearing concrete masonry walls. The new addition structure is a combination of steel and masonry load bearing walls with sloped bar joists. The existing roof structure under the metal roofs needs steel reinforcement to handle existing and added roof capacity.

We understand the proposed construction for this project is a duration of 708 consecutive calendars from the date of commencement.

It is our understanding that KBC Special Inspections are required for the construction and they are intended to comply with Chapter 17 of the Kentucky Building Code, the Special Inspection Chart on the Structural Drawings S1.2 and the 014110 of the specifications.

The KBC Special Inspection services have been identified to be provided during the following work divisions:

- Fabrication Inspections - KBC Citation 1704.2.5
- Structural Steel Construction - KBC Citation 1705.2
- Concrete Construction - KBC Citation 1705.3
- Masonry Construction - KBC Citation 1705.4
- Soils Construction - KBC Citation 1705.6

If any of the aforementioned information is in error or if the information changes, please contact our office so that we can re-evaluate the new information with respect to our cost.

Our staff assigned to the project will be equipped with laptop computers and up to date software. This technology will allow for our staff to deliver paperless reports immediately.

- After each site visit is completed, a Daily Inspection Report will be generated to document the activities performed. The reports are sent via weekly email in PDF format on Monday following the end of the work week to your project team informing them of the Special Inspection items observed and tested.
- Unresolved discrepancy to your project plans and specifications will be informed to all parties on the day of the inspections as well as noted in our Daily Inspection Report and Weekly Progress Reports then sent to your project team.

INSPECTION OF FABRICATORS - KBC CITATION 1704.2.5

1. Inspect the fabrication of structural load-bearing members where such work is being performed on the premises of the Fabricator's shop.
2. Verify that the Fabricator maintains and review for completeness Fabricator's detailed fabrication and quality control procedures which provide a basis for control of the workmanship and ability to conform to the approved construction documents and reference standards. Review the procedures for completeness and adequacy relative to the code requirements for the fabricator's scope of work.
3. Perform special inspections at Fabricator's shop as outlined in this specification for each type of construction.

STRUCTURAL STEEL CONSTRUCTION - KBC CITATION 1705.2

1. Periodically verify tasks prior to beginning welding as per AISC 360 Table N5.4-1
2. Periodically verify tasks during welding as per AISC 360 Table N5.4-2

3. Continuously verify tasks after welding as per AISC 360 Table N5.4-3
4. Periodically observe and document the materials used for high-strength bolts, nuts and washers are in accordance with AISC 360 Table N5.6-1, Table N5.6-2, Table N5.6-3, Table N6.1, Table N5.7,
5. Periodically observe installation of joists and girders to verify conformance to SJI Specification section 2207.1
6. Periodically observe installation and document the materials for cold-formed steel deck to verify conformance with SDI-ANSI-QA-QC-2011 Table 1.1, Table 1.2, Table 1.3, Table 1.4, Table 1.5, Table 1.6, Table 1.7, and Table 1.8

CONCRETE CONSTRUCTION - KBC CITATION 1705.3

1. Periodically observe the Grade, Placement and Condition of Reinforcing Steel as per ACI 318.
2. Periodically observe anchors to be installed in concrete prior to and during the placement of concrete
3. Periodically verify the use of the required design mix as per ACI 318
4. Periodically verify proper grade and ASTM designation of reinforcing steel
5. Periodically verify anchors installed in hardened concrete comply with ACI 318
6. Continuously verify placement techniques are within requirements of ACI 318 and the project specifications
7. Continuously sample and test fresh concrete for slump, air content, temperature and produce compression test specimens as per ASTM C172, C31 and ACI 318. Perform compressive-strength tests as per ASTM C39
8. Periodically observe the specified curing temperature and techniques as per ACI 318
9. Periodically verify formwork for shape, location and dimensions of the concrete member being formed
10. Periodically perform floor flatness and levelness of the concrete slabs in accordance with ASTM E1155 to verify conformance to approved project specifications

MASONRY CONSTRUCTION - KBC CITATION 1705.4

1. From the beginning of construction, we will:
 - a. Periodically observe and document the proportions of site prepared mortar.
 - b. Periodically observe and document the construction of mortar joints.
 - c. Periodically observe and document the location of reinforcement and connectors.
2. Observe and document:
 - a. Size and location of structural elements, periodic.

- b. Specified size, grade and type of reinforcement, periodic, as per the project documents.
 - c. Protection of masonry during cold (<40F) and hot (>90F), periodic, as per project documents and KBC 2104.3, 4.
3. Periodically observe and document the following prior to grouting operations:
 - a. Grout space is clean and free of debris.
 - b. Proportions of site-prepared grout.
4. Continuously observe and document grout placement per the construction documents.
5. Continuously observe the preparation of test samples. Test masonry specimens as per the project documents and KBC 2105.3.

SOILS CONSTRUCTION - KBC CITATION 1705.6

1. Periodically observe and test the site soil conditions, fill placement and load-bearing requirements to determine if these items are in compliance with the recommendations of the approved geotechnical investigation.
2. Periodically verify excavations are extended to the proper depth and have reached proper material to meet the bearing capacity requirements.
3. Periodically observe the site preparations as according to project documents.
4. Periodically verify classification and testing of fill materials.
5. Continuously verify the use of prior materials, densities and lift thickness during placement and compaction of fill materials.

GENERAL

We will assign a project manager to direct the work and be available for consultation for the project. The project manager will also verify the following is performed for the project:

- Report daily inspection and observation activities to the on-site representative.
- Submit weekly reports documenting activities to the Owner, Architect, Structural Engineer and Contractor.
- Submit a final report of inspections documenting required special inspections and correction of discrepancies noted during field inspections.

KBC SPECIAL INSPECTIONS COMPENSATION

Based on the documents reviewed and our experience with providing these types of services on similar projects, we have developed an **Estimated Fee of \$33,250** to provide the Special inspections for the building construction. These fees are based on the following:

Item	Quantity
Inspection of Fabricators	1 full day
Structural Steel Construction	5 full days/3 half
NDT - Steel Construction (Pre-tensioned Bolts)	1 full day
Concrete Construction	3 full days/23 half days
Masonry Construction	20 half days
Soil Construction	7 half days

We will invoice monthly for the services provided based on a time and materials basis and invoice in accordance with the unit rate fee schedule included as part of this proposal. For a full day of service (which contains up to ten (10) working hours, round trip mileage, one half hour of clerical service and review of daily field reports by project manager) you will be charged the "full day" unit rate. Similarly for a half day service visit (which contains up to five (5) working hours, round trip mileage, one half hour of clerical service and review of daily field reports by project manager) you will be charged the "half-day" unit rate.

Other events that may result in additional costs can include:

1. Subsurface conditions different than those expected or encountered during the geotechnical exploration.
2. Engineering support for evaluating site conditions.
3. Site and/or other meetings requested by design or construction team to resolve issues related to construction deficiencies, changes in scope or other unforeseen items.
4. Services provided beyond 10-hours per workday, on Saturdays, Sundays, or Holidays. These services will billed as additional services at the overtime rate shown in the fee schedule portion of this proposal..

 **SCHEDULING**

We will provide personnel at the request of your designated on-site personnel. We request 48 hours prior to the start of construction and 24 hours notice each time our presence at the job site is required afterward.

Our presence at the job site and our performance of testing services must not be construed as relieving the contractor from his responsibility to comply with the plans and specifications. Our representatives

do not have the authority to supervise the work or direct contractor personnel. It is understood that our firm will not be responsible for job or site safety on this project.

 **AUTHORIZATION**

In order to formally authorize our services and make this proposal and the attached Terms and Conditions the agreement between us, please sign the attached Proposal/Work Acceptance Sheet and return a signed copy to us. Any exceptions to this proposal, or any special requirements not covered in the proposal, should be listed on the terms and Condition Sheet.

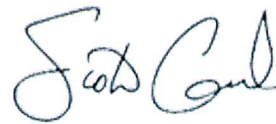
We appreciate your consideration of CSI for this work and look forward to assisting you on the project. Please call if you have any questions regarding the information contained herein.

Sincerely,

CONSULTING SERVICES INCORPORATED



Zachary Crouch
Project Manager



Scott Gevedon
Project Manager

Fee Schedule

KBC Special Inspection and Materials Testing Services

Construction Engineering Inspector – Day Rate,	\$ 650.00
Construction Engineering Inspector – Half Day Rate,	\$ 475.00
Construction Engineering Inspector –Overtime Rate, Hourly,	\$ 90.00
Certified NDT Weld Inspector - Day Rate	\$ 850.00
Certified Weld/Framing Inspector - Day Rate	\$ 750.00
Certified Weld/Framing Inspector - Half Day Rate	\$ 500.00
Fab Shop Inspection - Day Rate	\$1,000.00

Engineering Services

Project Engineer, per hour.....	\$ 100.00
Senior Engineer, per hour.....	\$ 125.00
Project Manager, per hour (included in daily rate)	\$ 90.00
Project Manager/Engineer, per day (for site meetings/visits).....	\$ 500.00

Laboratory Testing Services

Concrete Compressive Sets (4"x8" Set of 5), each	\$ 95.00
Grout Sample Set (Set of 4), each	\$ 85.00
Mortar Cubes (Set of 3), each.....	\$ 50.00
Standard Proctor (ASTM D 698), each.....	\$ 185.00
Atterberg Limits (LL, PL, PI) and Natural Moisture content, each.....	\$ 90.00

Miscellaneous

Travel, per trip (included in the day rate)	\$ 00.00
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Remarks

- Services and fees not listed will be quoted on request.
- A minimum of 24 hours advance notice is requested for scheduling or canceling field services.
- Overtime Rates applies to services provided beyond 10 hours per work day (Monday through Friday), or on Saturdays, Sundays, or Holidays. This cost is not included in the noted fee.
- A one time set-up fee of \$ 500.00 is applicable.
- Requested Engineering support will be invoiced separately on a time and materials basis.

PROPOSAL ACCEPTANCE AGREEMENT

CSI SERVICES:			
Services Description:	Special Inspections		
Project Name:	Bernheim Middle School Renovation		
Proposal Number:	8593	Proposal Date:	July 27, 2023
CLIENT – CSI will perform the Services referenced in the Proposal for and charge the Invoice to the account of:			
Client Name:	Bullitt County Public Schools % Studio Kremer Architects		
Full Address:	1040 Highway 44 East Shepherdsville, Kentucky 40165		
Company Contact:	Danny Clemens, Director of Facilities and Cate Noble Ward, AIA		
E-mail Address:	danny.clemens@bullitt.kyschools.us cate@studiokremer.com		

PROPOSAL ACCEPTANCE & AUTHORIZATION TO PROCEED Consulting Services Incorporated, (CSI) will perform services set forth in the Proposal referenced above, incorporated herein by reference (the Proposal) (collectively, the “Services”) subject to the terms listed on this page and hereof. For purposes herein, the term “Site” shall mean Project Location listed above. Proposals (and costs therein) shall be valid for no more than 90 days. Receipt by CSI of a signed Proposal Acceptance Sheet shall constitute the Client’s Authorization to Proceed and agreement and acceptance of the terms hereunder.

TERMS AND CONDITIONS

1. STANDARD OF CARE

The Services will be performed in accordance with standards customarily observed by a firm rendering the same or similar services in the same geographic region during the same time period. CSI makes no warranties, express or implied, as to the Services performed hereunder except for the preceding sentence’s warranty of compliance with generally accepted standards, CSI hereby fully and expressly disclaims any and all other warranties of any nature whatsoever, express or implied. During the Services, CSI will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, Client understands and agrees that invasive services, including, but not limited to, drilling, boring or sampling, may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise agreed in writing. The Services shall in no way be construed, designed or intended to be relied upon as legal interpretation or advice.

2. RELATIONSHIP OF PARTIES

CSI, its employees, agents, affiliates or subcontractors shall act solely as an independent contractor in performing the Services. CSI shall have no right or authority to act for Client and will not enter into any agreement in the name of or on behalf of Client unless otherwise agreed in writing. Nothing in these Terms & Conditions shall be construed to give any rights or benefits to any party other than Client and CSI. Unless otherwise authorized in writing by CSI, there are no intended third party beneficiaries to these terms and conditions or to any work product or services by CSI; Client is the sole intended and

agreed beneficiary of CSI's services and work product. Client agrees that should CSI elect to grant reliance to a third party lender, the third party must first sign CSI's Reliance and Potential Conflict of Interest agreement.

3. DOCUMENTS & CONFIDENTIALITY

All documents including, but not limited to, drawings, specifications, reports, logs, field notes, lab test data, calculations, and estimates prepared by or for CSI in connection with the Services are instruments of service and shall be the sole property of CSI ("Work Product"); however, Client may request a copy for its exclusive use and Client further agrees that under no circumstances shall any document produced by CSI under this Agreement, be used at any location or for any project not expressly provided for in this Agreement without CSI's prior written permission. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of CSI. Work Product will not be disclosed by CSI to a third party without prior consent of Client except to the extent required to comply with a rule or regulation, court order, governmental directive, or professional or ethical standard or when such Work Product or portion thereof becomes available to the general public or is received by CSI from others who lawfully possess same. Client authorizes CSI to use and publish Client's name and general description of the Services in CSI's marketing materials. CSI has the right in its sole discretion, to dispose of or retain the documents. If Client requests documents in an electronic format, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by CSI remains the document of record.

Reliance upon the Services shall be limited to Client; any unauthorized release of Work Product is prohibited and Client agrees to indemnify, defend and hold CSI harmless from any and all claims or damages associated with the unauthorized release of Work Product to third parties. Notwithstanding the foregoing, any third party reliance expressly authorized by CSI and Client is subject to the limitation of liability and terms and conditions stated herein except as specifically agreed to in writing by the parties.

4. CSI REPRESENTATIONS

Findings and recommendations resulting from the Services are based upon information derived from CSI's on-site activities and other services performed hereunder; such information is subject to change over time. Certain indicators of hazardous substances, petroleum products or other deleterious constituents may have been latent, inaccessible, unobservable or not present during the Services, and CSI cannot represent that the Site is not affected by constituents or other latent conditions beyond those identified from the Services performed. Subsurface conditions throughout the Site may vary from data revealed from discrete borings, tests, assessments, investigations or other exploratory services; CSI's findings, recommendations and estimates are based solely upon data available to CSI at the time of the Services. CSI will not be responsible for a third party's interpretations or use of the data. CSI will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the Site. Should CSI provide observations or monitoring services at the Site at any time, Client agrees that CSI shall not be responsible for any working conditions or safety at the Site other than for its own staff during said observations or monitoring services. Any monitoring of a third party's or contractor's procedures does not include review of the adequacy of said contractor's safety measures in, on, adjacent to, or near the project.

5. CLIENT REPRESENTATIONS

Client understands the nature of CSI's presence on the Site and shall ensure that CSI's personnel and subcontractors have safe and reasonable access to the Site for the performance of the Services. Client shall furnish or cause to be furnished to CSI an accurate Site map and all information known or available to Client, including, but not limited to, past and current Site operations, subterranean structures, utilities, and the environmental condition of the Site (such as the identity, location, quantity, nature or characteristics of any hazardous or toxic materials on or near the Site). CSI may rely upon, but shall not be responsible for the accuracy of, any data provided by Client, Client's agent or any third party. Client shall immediately transmit new, updated or revised information as it becomes available during the Services. Client will secure all necessary approvals, permits, licenses and consents necessary to commence and complete the Services unless otherwise agreed in writing, and shall make any and all spill or release notifications that may be required by law.

6. SUBTERRANEAN STRUCTURES, UTILITIES, WETLAND ISSUES

Client is responsible for accurately providing the locations of all subterranean structures and utilities and potentially jurisdictional areas which may contain wetlands, endangered species habitat or cultural resources. CSI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities and potentially jurisdictional areas identified to

us. Client agrees to hold harmless and indemnify CSI for any claims, payments or other liability, including reasonable attorneys fees, for any damages to subterranean structures, utilities or potentially jurisdictional areas which are not (i) accurately identified by Client or others, (ii) accurately depicted on plans; or (iii) called to the attention of CSI prior to performing the Services, except to the extent that CSI has been contracted to locate sensitive areas on the site not identified or accurately located.

7. INDEMNITIES

CSI shall indemnify and hold Client harmless from and against any and all lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, to the extent the same arise from (i) a negligent breach by CSI of these terms & conditions; (ii) violation of law by CSI in performing the Services or (iii) negligent errors or omissions of CSI in performing the Services. CSI's total maximum aggregate liability (irrespective of the number of claims or claimants) under this indemnity to client or any third party shall be limited by Client such that CSI's maximum liability to Client or any third party shall in no event exceed the amount set out in the paragraph entitled "risk allocation and liability limitation". Client agrees to release, defend, hold harmless and indemnify CSI from and against all further liability under the above indemnity including any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, by whomever asserted, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or Client's agent; (ii) violation of law or regulation by Client or Client's agent; (iii) Client or CSI's alleged involvement at the Site as an owner, operator, arranger, generator or transporter of hazardous substances or wastes; or (iv) inaccurate information provided by Client to CSI. Client understands the nature of invasive services which may involve drilling through varied soil and water substrata which may result in inadvertent and unavoidable cross-mingling of said strata and constituents therein; Client agrees to indemnify and hold harmless CSI should this occur to the extent not caused by the negligence of CSI, subject always in every respect to the limitation of liability set out in the paragraph below entitled "risk allocation and liability limitation".

8. RISK ALLOCATION AND LIABILITY LIMITATION

The parties hereunder are aware and understand the risks and rewards associated with the Services, as well as CSI's fee for these Services. The Client acknowledges that without this limitation of liability CSI would not have performed the services and that both parties had the opportunity to negotiate the terms and conditions of this Agreement. The Client and CSI agree to allocate certain of the risks so that, to the fullest extent permitted by law, CSI's total maximum aggregate (irrespective of the number of claims or claimants) liability to Client and any third parties shall in no event exceed \$50,000 or the amount of CSI's fee, whichever is greater for any and all injuries, damages, claims, losses, or expenses (including reasonable attorneys' fees and expert witness fees) arising out of this agreement from any cause or causes. Such causes include, but are not limited to, CSI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, indemnity obligations, or other acts giving rise to liability based upon contract, tort or statute except for the knowingly and intentionally wrongful misconduct of CSI. The limitation and Aggregate shall apply to all work for client by CSI irrespective of whether subsequent agreements contain this or a similar provision. Client agrees to indemnify and hold harmless CSI from and against all liabilities in excess of the monetary limit established above. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join CSI as a third-party defendant. For purposes of this paragraph, the term "parties" means the Client and CSI and their officers, directors, shareholders, employees, agents, affiliates, successors, assigns, and subcontractors. Both Client and CSI agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

9. DISPUTE RESOLUTION COSTS

In the event that CSI and Client find themselves in adversarial positions, and in the event of litigation, arbitration, or mediation in connection therewith, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due.

10. MONITORING

This paragraph applies in the event CSI is retained by Client to provide a Site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal. In this case, CSI will report

observations and its professional opinions to the Client. No action of CSI or CSI's Site representative shall be construed as altering any contract between Client and third parties. The CSI representative has no right to reject or stop work of any Client agent; such rights are reserved solely for Client. Furthermore, CSI's presence on-site does not in any way guarantee the completion or quality of the performance of the work of any third party. CSI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of any third party or any agent of the Client.

11. SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in the Proposal do not include costs associated with surveying of the site for the accurate horizontal or vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations only, unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

12. WASTES; SAMPLES

This paragraph applies in those instances where Services performed involve wastes or samples. Unless otherwise specified in the Proposal, proper disposition of any contaminated materials generated during the Services (including, but not limited to, waste materials, samples, produced soils or fluids, cuttings, or protective gear or equipment) is out-of-scope and shall require a written amendment by the parties specifying Client's choice of transporter and waste facility. In no event shall CSI be required to sign or certify a manifest, disposal ticket or like document relating to the transport or disposition of hazardous materials or hazardous waste. It is understood and agreed that CSI, in performing the Services, does not act as a generator, transporter, arranger, or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Client and CSI understand and agree that title to all foregoing samples and waste materials remains with Client. Laboratory or field equipment that cannot be decontaminated from hazardous constituents shall become the property and responsibility of Client, and Client shall reimburse CSI for its fair market value unless otherwise agreed in writing. Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of ordered analytical tests; other investigation-derived wastes will be disposed of within 60 days after submission of a final CSI report documenting the Services. At Client's written request, CSI will retain preservable test specimens or the residue therefrom at an agreed-to charge, and will use reasonable and common business efforts to retain such test specimens or samples but only for a mutually acceptable and agreed-to storage charge and period of time. Client agrees that CSI is not responsible or liable under any circumstance or in any event to Client or any third party for any loss of test specimens or samples retained in storage, Client waiving all claims in connection therewith and agreeing to indemnify CSI in connection therewith.

13. DELAYS; CHANGED CONDITIONS

If Services cannot be performed on or before the projected due date because of circumstances beyond the reasonable control of CSI, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, access limitations, health and safety risks, governmental action, third party action or Client action or omission, or criminal acts by non-CSI persons or entities, or acts of war, terrorism, or the public enemy, the Services shall be amended by Client and CSI in accordance with paragraph 19. In the event Site conditions change materially from those observed at the Site or described to CSI at the time of Proposal, CSI and Client shall execute a written change order evidencing equitable adjustments to the Proposal and Project Cost; Client understands that said changed conditions may delay, postpone or suspend the Services until such time as Services and the Project Cost are amended. In the event a timely and equitable change order cannot be negotiated by the parties, CSI, at its discretion, may terminate its Proposal, Services, and agreement with Client.

14. DISCOVERY OF HAZARDOUS MATERIALS

Client represents that it has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed CSI of Client's findings relative to the possible presence of such materials. Hazardous materials may exist where there is no reason to believe they could or should be present. CSI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Proposal or termination of the Services. CSI and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for CSI to take immediate measures to protect health and safety of its personnel. Client agrees to compensate CSI for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. CSI agrees to notify Client

when unanticipated or suspected hazardous materials are encountered. Client shall make any and all disclosures required by law to the appropriate governing agencies. Client also agrees to hold CSI harmless for any and all consequences of disclosures made by CSI that are required by governing law or ethical canon. In the event the Site is not owned by the Client, Client shall be responsible for informing the Site owner of the discovery of unanticipated or suspected hazardous materials. Notwithstanding any other provision of the Agreement, Client waives any claim against CSI and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold harmless CSI from any claim, liability, and defense costs for injury or loss arising from CSI's discovery and disclosure or reporting of unanticipated or suspected hazardous materials, including, but not limited to, any project delay costs and any costs associated with possible reduction of the Site's value.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by applicable law, for separate and valuable consideration of the promises contained in this environmental indemnity language (which is a valuable and fundamental inducement to CSI to provide services to Client), Client agrees to defend, hold harmless, and indemnify CSI from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by CSI's negligence or willful misconduct (such exception being always subject to the "Risk Allocation and Liability Limitation" provision set out elsewhere herein), resulting from:

- c) Client's violation of any federal, state, or local statute regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- d) Client's undertaking of or arrangements for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at a site;
- e) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during, or after the completion of CSI's services;
- f) allegations that CSI is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to CSI's services; or
- g) any third party suit or claim for damages against CSI alleging strict liability, personal injury (including death) or property damage from exposure to or releases of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of CSI's services under this Agreement.

The obligations of this paragraph are in addition to (and not in the place of) any other Client indemnity obligations herein. Nothing herein shall operate to increase the limitation of liability set out elsewhere herein.

15. MONITORING WELLS

Client will take custody of all monitoring wells and probes installed as part of the services provided by CSI and will take any and all necessary steps for the proper maintenance, repair or closure of such well or probes at Client's expense.

16. TERMINATION

Client or CSI may terminate a Proposal, the Services or this Agreement upon seven (7) days written notice should the other party fail substantially to perform in accordance with these Terms & Conditions through no fault of the terminating party or if the Client suspends the Services for more than three (3) months. Further, CSI may terminate Services as described in the Proposal Acceptance Sheet hereunder. Client shall compensate CSI for Services performed up to the date of receipt of termination plus any and all reasonable costs incurred in terminating the Services in accordance with CSI's current fee schedule, including, but not limited to, the cost of completing analyses, records, and reports necessary to document project status at the time of termination.

17. ASSIGNMENTS

Neither these Terms & Conditions nor any interest, claim or obligation hereunder shall be assigned or transferred by Client to any party or parties without the prior consent of CSI. Nothing herein shall prevent CSI from using CSI's subcontractors to assist in performing the Services.

18. NON-WAIVER; INVALIDITY.

In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provision of these Terms & Conditions. Failure or delay in exercising any right, power or remedy under these Terms & Conditions shall not impair any right, power or remedy which any party hereto may

have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. These Terms & Conditions may be executed via facsimile or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.

19. APPLICABLE LAW; VENUE; SURVIVAL

This agreement shall be governed by the laws of the Commonwealth of Kentucky. Venue for any action arising from this contract shall be in Fayette County, Kentucky. Should any claim or litigation arise between CSI and Contractor in which CSI is deemed by a judge, jury, arbitrator(s) or other adjudicative body to be successful, in whole or in part, Contractor shall reimburse CSI all of CSI's costs associated with defending or pursuing the claim including, but not limited to, all attorneys fees and costs. Paragraphs 3, 7 and 8 will survive termination of this Agreement for any cause.

20. PRECEDENCE; AMENDMENTS

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and amongst Client and CSI with respect to the matters contained herein. These Terms & Conditions herein may be amended only by an agreement signed by both CSI and Client.

21. CONTINUING AGREEMENT

The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If CSI provides services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations of liability established under the Agreement apply to such Services as if the parties had executed an amendment.

22. CONFLICTS OF INTEREST

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

PAYMENT TERMS:

CSI will be compensated for performing the Services in accordance with the Proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of CSI's invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent (1.5%) (but not to exceed the maximum applicable legal rate) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. The Client shall notify CSI within 10 days of receipt of CSI's invoice should the invoice contain charges the Client intends to dispute. Client agrees to pay any and all collection costs on overdue invoices, including reasonable attorneys' fees.

Company:	Bullitt County Public Schools % Studio Kremer Architects	Consulting Services Incorporated
Print Name of Authorized Representative:	<u>Jesse Bacon</u>	
Signature of Authorized Representative:	_____	
Accepted Date:	<u>8/14/23</u>	



July 28, 2023

Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, Kentucky 40165

Attention: Mr. Cate Ward

Reference: Proposal No. 23360062 for KBC Chapter 17 Structural Tests and Special Inspections
Bernheim Middle School Renovation & Addition - Shepherdsville KY

Dear Mr. Ward,

S&ME™ Inc. appreciates the opportunity to submit this proposal for providing “Structural Tests and Special Inspections” and foundation testing for your project. This proposal is issued in response to a request for proposal (RFP) from Bullitt County Public Schools, dated July 21, 2023, which was delivered by e-mail correspondence. The RFP included general project information, the scope of work, structural drawings, and specifications. A construction schedule was not available at the time of the proposal. This proposal is based on Sections 1704 and 1705 of the 2018 Kentucky Building Code (KBC) and includes our understanding of the proposed construction, a review of the anticipated scope of services, an estimated fee for providing the anticipated scope of services, and the unit rate fee schedule that will be applicable.

We strongly suggest that Special Inspections be discussed at a Pre-Construction Meeting, so all participants are made aware of the Special Inspection requirements for this project and the unique scheduling needs. Our Agreement for Services (Form AS-071) is attached and is incorporated as part of this proposal.

◆ **Project Information**

We understand this project will encompass the construction of a new 4,000 square foot addition to an existing facility and renovations to 66,108 square feet of the existing building. The site will require minimal earthwork to reach the finished subgrade. The additions will be supported on shallow spread foundations with stem walls. The floor slabs will be cast on grade and the addition structure will be comprised of engineered steel and masonry load bearing walls with sloped bar joist. The existing structure to be renovated is a pre-engineered metal building structure with masonry veneer and load bearing concrete masonry walls requires new steel reinforcing to handle the existing and new bearing loads.

◆ **Why Choose S&ME**

S&ME employs Special Inspectors certified in each available ICC Special Inspection certification category.

S&ME has special inspectors certified by the International Code Council (ICC) in the areas of soils, reinforced concrete, pre-stressed concrete, sprayed-applied fireproofing, structural steel welding, structural steel bolting, and

structural masonry. Additionally, S&ME inspectors are certified under the NICET program in the areas of soils, concrete, and asphalt.

S&ME expedites the reporting and deviation resolution process.

S&ME inspectors are issued notebook computers and digital cameras which allow reports to be submitted to the contractor and the design team via email in a PDF format. This allows us to insert pictures into the reports to show the items inspected and the extent of any deviations or repairs completed.

Special Inspection Experience

S&ME has been a recognized leader in providing Special Inspection services by structural engineers and architects throughout Kentucky. Our staff has worked closely with structural engineers to interpret, revise, and implement the 2018 KBC requirements. We continue to participate in the evolution of the code. The advantages that we bring to the partnership are our significant experience, our understanding of the process, the proven ability to guide the participants successfully through the process, and our capability to perform all the tests in-house. The 2018 KBC requires that an Approved Agency be capable of performing all the Special Inspections. The 2018 KBC (Section 1703.1) defines an Approved Agency as being:

- ◆ Independent, Objective, and Competent.
- ◆ Actively participates in a Quality Control program that documents regular inspection and calibration of equipment.
- ◆ Must have personnel who can conduct, supervise, and interpret the test results.

S&ME meets and exceeds the definition of an Approved Agency.

◆ **Scope of Services**

We will provide qualified testing in accordance with the 2018 KBC and the project plans and specifications. You have requested the following services for your project.

Soil Testing – KBC Section 1705.6

- ◆ Observe the site after topsoil has been stripped to document that objectionable soils have been removed. (Table 1705.6 Item 5)
- ◆ Observe proofrolling of the exposed subsoil. Areas above final grade will be proofrolled after they are cut to grade, and areas below final grade will be proofrolled before fill is placed. (Table 1705.6 Item 5)
- ◆ Observe any undercutting operations to determine when the specified materials have been exposed. (Table 1705.6 Item 5)
- ◆ Conduct laboratory standard Proctor tests (ASTM D-698) and laboratory classification tests to determine the moisture/density relationship and classifications of proposed fill soils. (Table 1705.6 Item 3)
- ◆ Conduct in-place field density tests to document the percent compaction achieved by the contractor. (Table 1705.6 Item 4)

Foundation/Footing Testing – Soil Bearing Foundations Table 1705.6 Item 1&2

- ◆ Evaluate each foundation and grade-beam excavation to document the exposed subgrade is consistent with the geotechnical report and as specified by the design geotechnical engineer. (Table 1705.6, Item 1&2)
- ◆ Use a dynamic cone penetrometer (DCP) to evaluate the consistency of the bearing soil below each footing or grade-beam excavation. We typically explore to a depth equal to the footing width. The DCP device utilizes a 15-pound steel ring weight falling 20 inches on a slide rod. The cone point is enlarged to minimize shaft resistance during testing. The ring weight is used to drive the cone point into a hand augered hole in the bottom of the footing excavation to evaluate the stiffness of the soil. An experienced geotechnical engineer can interpret this data and evaluate the soil conditions relative to the allowable bearing pressure.

Reinforcing Steel – KBC Section 1705.3

- ◆ Periodically observe placement of reinforcing steel in foundations and other structural members. (Table 1705.3, Item 1 & 2)
- ◆ Document the size, spacing, support and layout of reinforcing steel conforms to project drawings.
- ◆ Report items of noncompliance immediately to the owner's on-site representative and the contractor.

Concrete Construction – KBC Section 1705.3

- ◆ Periodic verification of the use of the required design mix. (Table 1705.3, Item 5)
- ◆ Periodic verification of formwork for location, dimension and shape of member being formed (Table 1705.3 Item 12)
- ◆ Periodic inspection of anchors cast in concrete for size, type, and proper installation (Table 1705.3, Item 3)
- ◆ Periodic inspection of post-installed anchors in hardened concrete. (Table 1705.3, Item 4)
- ◆ Continuous observation of concrete for proper application technique. (Table 1705.3.7)
- ◆ Periodic verification of curing temperatures and techniques. (Table 1705.3.8)
- ◆ Take samples and perform tests on plastic concrete in the field, including slump, air content, temperature, and other tests required by ACI and the project specifications. (Table 1705.3, Item 6)
- ◆ Make sets of five 4-inch by 8-inch concrete cylinder specimens per the project specifications.
- ◆ Cure, test, and report results of compressive strength tests on concrete specimens.

Structural Steel – KBC Section 1705.2

- ◆ Observe and document in accordance with AISC 360.
- ◆ Periodically observe the steel erection process and verify materials.
- ◆ Periodically observe welds for size, length, plan orientation, and quality per AWS D1.1 criterion.
- ◆ Continuously evaluate each slip critical high strength bolt to confirm it has been torqued properly. (Table 1704.3, Item 2b)
- ◆ Periodically evaluate bearing connection bolts. (Table 1704.3, Item 2a)
- ◆ Continuously evaluate pre-tensioning of each high strength bolt using the calibrated wrench method or turn-of-the nut without matchmarking. (Section 1704.3.3.3)
- ◆ Periodically evaluate pre-tensioning of high strength bolts using direct-tension indicator method, twist-off bolt method, or turn-of-the nut with matchmarking. (Section 1704.3.3.2)
- ◆ Document welder's certification for compliance with project specifications.

Masonry – KBC Section 1705.4

- ◆ Periodically observe and document the general masonry placement procedures including materials, site prepared mortar, mortar joints & locations of reinforcing connectors. (Table 1704.5.1, Item 1 & 2)
- ◆ Periodically observe cleanliness of grout spaces, placement of reinforcement and site preparation of grout. (Table 1704.5.1, Item 3)
- ◆ Periodically observe the procedures for mixing & batching grout and mortar. (Table 1704.5.1, Item 1a)
- ◆ Continuously observe and document grout placement to ensure compliance with code and construction documents. (Table 1704.5.1, Item 4)
- ◆ Prepare and test any required grout, mortar, and/or prism specimens. (Table 1704.5.1, Item 5)
- ◆ Cure, test and report results of compressive strength tests on grout and mortar specimens.

Fire Resistive Penetrations and Joints – KBC Section 1705.16

- ◆ Periodic observation of the installation of fire stopping through penetrations, membrane penetration firestops, perimeter fire barrier systems materials installed in High Rise Structure and any structure assigned to Risk Category III or VI.
- ◆ Periodic observation and testing of penetration fire stops in accordance with ASTM E 2174
- ◆ Periodic observation of fire joint systems in accordance with ASTM E 2393
- ◆ Periodically document and observe installation is according to approved construction documents.

◆ **Other Testing**

Slab Flatness and Levelness Testing

- ◆ Provide slab flatness and levelness measurement services in accordance with ASTM E-1155, Standard Test method for Determining Floor Flatness and Levelness Using the F-Number System.
- ◆ Utilize an auto-read floor profiler equipped with an on-board computer to increase speed and accuracy of data collection.
- ◆ Generate flatness and levelness data by use of a portable computer and associated software.
- ◆ Produce a plot of relative surface elevation profile.

◆ **Exclusions**

The following items are excluding from this proposal but can be provided for an additional fee:

- ◆
- ◆ Asphalt testing
- ◆ Testing and inspection items not specifically referenced in this proposal or those deemed the contractor's or other parties' responsibility by the Project Specifications.

◆ **General**

We will assign a project manager to direct our work and be available for consultation on this project. We will report daily observation and testing activities to the owner's on-site representative, the design professional in responsible charge, and the contractor. Periodic progress reports will be provided, and we will need a list of the people that should receive these reports. A final report documenting Special Inspections and any deviations will be submitted at agreed upon intervals per KBC Section 1705.1.2 Report Requirements.

Schedule/Part Time Testing Services

We anticipate some of our services may be performed on a part-time basis. Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at specific times when requested by your designated project contact. Please provide us with the name of your designated project contact.

We request a minimum 48-hour notification be provided whenever our services are needed, so that we may coordinate our field personnel to meet your specific needs. Since S&ME will not have a representative on-site full time, we will rely on your designated project contact to let us know when an item requiring testing is upcoming, as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired. S&ME will provide only those services specifically requested. Please note S&ME, Inc. cannot accept responsibility for tests that are not performed or not performed at the specified frequency if/when our services are not properly scheduled. Performing services on a part-time basis creates risks for the owner and contractor as the number of tests performed is substantially reduced thereby reducing the available information. The contractor remains ultimately responsible for performing the work in accordance with the construction documents. Further, since our presence is limited to part-time testing, we will be unable to correlate the number and frequency of test results to compliance with the construction documents.

Special Inspections are scheduled based on the requirements contained in the 2018 KBC. The contractor and S&ME must work together to make sure adequate time is allotted to make the Special Inspection. Please be aware that many Special Inspections items require us to be at the project site earlier than in the past, so we can document specific items and any corrections can be made prior to proceeding with the construction task. This provision affects virtually all phases of construction.

Construction materials testing consists of sampling and testing a very small portion of the materials used in construction. As such, one must not interpret the test results as a guarantee that the entire work product is represented by the results. Our presence at the job site and our performance of testing services must not be construed as relieving the contractor from his or her responsibility to comply with the plans and specifications. Our representatives do not have the authority to supervise the work nor direct contractor personnel. Also, our services are not in any way related to job site safety.

◆ **Compensation**

We developed an estimated fee for Structural Tests and Special Inspections and other requested tests of **\$33,591**. This estimate is based on a review of the structural plans and specifications. We have attached an itemized fee estimate for providing construction observation and testing services on this project.

At the time of the proposal, BCPS could not provide S&ME with a construction schedule for this project. As such our fee is based on the exact quantities indicated on the attached fee estimate, a review of the plans and specifications, and our anticipation of the progress of the Contractor. Additionally, our fee does not include a budget for additional trips solely related to re-testing or re-inspection of non-conforming work. Those services will be provided on a unit rate basis. The Client and S&ME agree the Client will be liable to S&ME for payment of our services and the Client will seek any reimbursement from the General Contractor for those costs associated with excessive retesting and re-inspection along with excessive waste/lost time of the Special Inspector due to inadequate scheduling by the General Contractor. S&ME has no contractual relationship with the General Contractor and no remedy to enforce payment of our fees. Once a complete construction schedule is available, we will re-visit our fee and submit any changes that may be necessary.

Variations from the anticipated construction schedule or a change in the required scope of services will necessitate an adjustment to the estimated fee. Our invoices will be based on the actual amount of time worked times the applicable unit rate as shown on the attached fee schedule. This estimate considers the contractor will work 8 hours per day 8am-4pm Monday through Friday and not holidays or weekends.

◆ Conclusion

Thank you for considering S&ME for your project. If there are any questions or if we can provide any additional information to aid you in your evaluation of this proposal, please contact us at your convenience.

To authorize S&ME to proceed, please sign the attached Agreement for Services and return one complete original to our office. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and hereby accept as written.

We appreciate your consideration of S&ME for these services and look forward to assisting you on this and future projects.

Sincerely,

S&ME, Inc.



Chris Pennington
Office Principal



Ronald T, Erb, PE
Principal Engineer/Senior Reviewer

Attachments:

Fee Schedule
Fee Estimate
Agreement for Services

Fee Schedule

S&ME, Inc.
2020 Liberty Road, Suite 105
Lexington, Kentucky 40505

◆ **Field Testing and Observation Services**

Special Inspector - Reinforced Concrete, Masonry and Soils per hour	\$60.00
Special Inspector - Foundations, per hour	\$60.00
Floor Flatness Inspector, per hour.....	\$130.00
Special Inspector - Structural Bolting/ CWI, per hour	\$110.00
Special Inspector - CWI - Ultrasonic Testing, per hour.....	\$135.00
Special Inspector - Fireproofing, per hour	\$110.00

◆ **Engineering Services**

Senior Engineer, per hour	\$175.00
Senior Project Manager, per hour	\$150.00
Project Engineer / Project Manager, per hour	\$135.00
Administrative Support, per hour.....	\$60.00

◆ **Laboratory Testing Services**

*Cylinders, (including reserves), each	\$23.00
*includes processing, storage, curing, clerical and compressive strength testing	
Contractor Made Cylinders, (including reserves), each.....	\$33.00
Standard Proctor (ASTM D 698), each.....	\$180.00
Atterberg Limits (LL, PL, PI) and Natural Moisture content, each.....	\$95.00
Mortar Cubes, (including reserves), each.....	\$15.00
Masonry Prisms Grouted, (including reserves), each.....	\$85.00
Masonry Prisms UngROUTED, (including reserves), each.....	\$75.00

◆ **Miscellaneous**

Trip Charge (Portal-to-Portal), per trip.....	\$50.00
Nuclear Density Gauge, per day	\$75.00
Skidmore, per day	\$75.00
Torque Wrench, per day.....	\$50.00
Floor Flatness F Meter or Profiler, per day	\$115.00

◆ **Remarks**

- ◆ All projects will be invoiced a one-time \$180 project set-up fee

- ◆ Services and fees not listed will be quoted on request.
- ◆ All personnel hourly rates are based on portal-to-portal time.
- ◆ A minimum of 24 hours advance notice is requested for scheduling or canceling field services. Services scheduled with less than 24-hour notice will be subject to a minimum charge of one hour. If personnel have been dispatched to the project, actual time will be charged.
- ◆ **Overtime rates are applicable for services performed before 8:00 a.m. or after 5:00 p.m., for time after 8 hours on weekdays and for any time on Saturdays, Sundays and Holidays. Overtime will be billed 1.5 multiplied by hourly rate.**
- ◆ Administrative Support time is applicable for distribution and typed field and laboratory reports.
- ◆ Review of field and laboratory reports is applicable by the Project Engineer.
- ◆ For jobsite or field testing or sampling services, personnel hours are charged for job preparation including specifications, drawings and lab data review, consultations with engineers, mobilization, travel time portal to portal, demobilization and documentation for reports.



Fee Estimate

Project: Bernheim Middle School Renovations & Additions			
Location: Shepherdsville, KY			
Client: BCPS			
Proposal Number: 23360062	Estimated By: TNB	Date: 07/28/23	
Description	Estimated Quantity	Unit Price	Estimated Price

Sitework - Based on 4 days of Site work

4

Special Inspector - Soils	32.0	HR	\$ -	\$ -
Nuclear Gauge Rental	4.0	DA	\$ -	\$ -
Standard Proctor	1.0	EA	\$ 180.00	\$ 180
Atterberg Limits	1.0	EA	\$ 95.00	\$ 95
Trip Charge	4.0	TR	\$ -	\$ -
Project Manager/Engineering Site Trips (proofroll subgrade)	8.0	HR	\$ -	\$ -
Project Manager (review of test and field reports)	2.0	HR	\$ -	\$ -
Administrative Support (type and distribute field reports)	1.0	HR	\$ -	\$ -
One-Time Job Setup Fee	1.0	EA	\$ 180.00	\$ 180

Subtotal

\$ 455

Foundations - Shallow - Based on 5 Days of Foundation & Stem Wall

5

Special Inspector - Reinforced Concrete	40.0	HR	\$ -	\$ -
Concrete Cylinders - Foundations (sets of 5)	2.0	SET	\$ -	\$ -
Concrete Cylinders - Stem Wall (sets of 5)	3.0	SET	\$ -	\$ -
Trip Charge	5.0	TR	\$ -	\$ -
Project Manager (review of test and field reports)	2.5	HR	\$ -	\$ -
Senior Engineer Review	1.3	HR	\$ -	\$ -
Administrative Support (type and distribute field reports)	1.0	HR	\$ -	\$ -

Subtotal

\$ -

Concrete Floor Slabs - Based on 4 Days of Floor Pours

4

Special Inspector - Reinforced Concrete	32.0	HR	\$ -	\$ -
Concrete Cylinders (sets of 5)	4.0	SET	\$ -	\$ -
Trip Charge	8.0	TR	\$ -	\$ -
Floor Flatness Technician	16.0	HR	\$ 130.00	\$ 2,080
Floor Flatness F Meter or Profiler, per day	4.0	DAY	\$ -	\$ -
Project Manager (review of test and field reports)	2.0	HR	\$ -	\$ -
Administrative Support (type and distribute break reports)	1.0	HR	\$ -	\$ -

Subtotal

\$ 2,080

Misc. Concrete - Based on 2 Days of Misc Concrete Pours

2

Special Inspector - Reinforced Concrete	16.0	HR	\$ -	\$ -
Concrete Cylinders (sets of 5)	2.0	SET	\$ -	\$ -
Trip Charge	2.0	TR	\$ -	\$ -

Copy of BCPS Bernheim Middle School - Special Inspection Fee Estimate w comments and edits by RTE.xls,

Project Manager (review of test and field reports)	1.0	HR	\$	-	\$	-
Administrative Support (type and distribute break reports)	0.5	HR	\$	-	\$	-

Subtotal **\$ -**

Fire Proofing and Fire Resistive Joint Penetrations - Based on 3 Site ` 3

Special Inspector - Fire Proofing	24.0	HR	\$	-	\$	-
Trip Charge	3.0	TR	\$	-	\$	-
Project Manager (review of test and field reports)	1.5	HR	\$	-	\$	-
Administrative Support (type and distribute test reports)	1.0	HR	\$	-	\$	-

Subtotal **\$ -**

Structural Steel - Based on 5 Site Visits **5**

Special Inspector - Structural Bolting/CWI	40.0	HR	\$	-	\$	-
Trip Charge	5.0	TR	\$	-	\$	-
Project Manager (review of test and field reports)	2.5	HR	\$	-	\$	-
Administrative Support (type and distribute test reports)	1.0	HR	\$	-	\$	-

Subtotal **\$ -**

Masonry - Based on 15 Days CMU Walls **15**

Special Inspector- Masonry	120.0	HR	\$	-	\$	-
Masonry Prisms	15.0	DA	\$	-	\$	-
Masonry Grout Cubes (set of 6)	1.0	SET	\$ 450.00	\$	450	
Trip Charge	15.0	TR	\$	-	\$	-
Project Manager (review of test and field reports)	5.0	HR	\$	-	\$	-
Administrative Support (type and distribute field reports)	1.0	HR	\$	-	\$	-

Subtotal **\$ 450**

Total **\$ 2,985**

Checked By:	CKP
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AGREEMENT FOR SERVICES

Form AS-071

Date: 7-28-23	Job Number:
S&ME, Inc. (hereafter Consultant)	Client Name: Bullitt County Public Schools (hereafter Client)
Address: 1913 Unruh Court City: New Albany State: Indiana Zip: 47150	Address: 1040 Highway 44 East City: Sheperdsville State: Kentucky Zip: 40165
Telephone: 812-920-2900 Fax:	Telephone: 502-499-1100 Fax:
PROJECT	
Project Name: Bernheim Middle School Renovation and Addition Project location: (Street Address) 700 Audubon Dr City: Sheperdsville State: Kentucky Zip: 40165	
SERVICES TO BE RENDERED	
Proposal Number: 23360062 dated: 7-28-23 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.

2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:
CLIENT Accounts Payable contact phone number:
CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.

9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service”). Statements made in Consultant’s Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant’s document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY:** Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client’s knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant’s work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client’s review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client’s decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT’S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.


19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

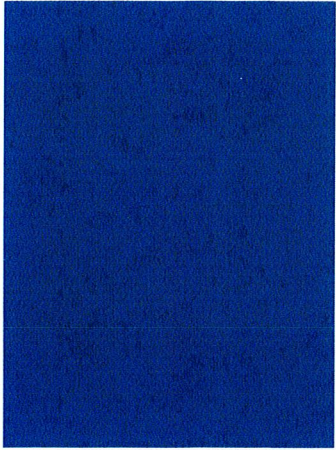
28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

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

CLIENT: <u>ClientName1</u>	S&ME, Inc.
BY: _____ (Signature)	BY:  (Signature)
_____ (Print Name / Title)	<u>Chris Pennington/Office Principal</u> (Print Name / Title)
DATE: _____	DATE: <u>7-28-2023</u>
PROPOSAL NUMBER: <u>23360062</u>	

Client's FAXED or DIGITAL signature to be treated as original signature



ECS Southeast, LLP

Proposal for Construction Materials Testing and Special Inspections Services

Bernheim Middle School Renovation

700 Audubon Drive

Shepherdsville, KY 40165

ECS Proposal Number 61: P3140

July 25, 2023





July 25, 2023

Cate Ward
Studio Kremer Architects
1231 S Shelby St
Louisville, KY 40203

Reference: Proposal for Construction Materials Testing and Special Inspection Services
Bernheim Middle School Renovation
700 Audubon Drive
Shepherdsville, KY 40165

ECS Proposal Number 61: P3140

Dear Mr. Cate:

ECS Southeast, LLP (ECS) appreciates this opportunity and is pleased to present this proposal for Construction Materials Testing (CMT) and Special Inspection (SI) Services for the above referenced project. We have formulated a scope of service based on our understanding of the project, our experience performing similar services throughout the region, and our review of the project documents provided to us.

Our 20 years of experience in the area helps us provide efficient, cost-effective CMT, SI, and engineering consulting services. Additionally, our automated Field Reporting and Electronic Distribution (FRED) system provides efficient reporting of our services. Our FRED system is a completely digital and efficient method of information transmittal. Using a hand-held tablet, our Field Technicians write their reports on site and transmit them to our office. The Project Manager/Principal Engineer then reviews the report before it is automatically sent to you via email, within hours of completion. Everyday construction problems in the field can be resolved quickly by the project engineer, thus saving the client time and money.

Our Louisville branch is staffed with professional engineers and EITs, geologists, project managers, special inspectors (including certified welding inspector), and laboratory and field technicians. Additionally, we are fully accredited by AMRL in accordance with ASTM E329 in materials testing and Special Inspections.

We feel certain that ECS can offer high quality service and value to your project. If you have any questions or comments regarding our proposal, please contact us. We look forward to hearing from you.

Respectfully,

ECS SOUTHEAST, LLP

Gus Probus, PE
CMT Department Manager

Erik H. Freeburg, PE
Principal Engineer

PROJECT UNDERSTANDING

The proposed construction will consist of a, single-story (Area A and Area B), masonry, and steel framed Bernheim middle school. The planned construction will be supported by shallow foundations with a slab on grade. Site grading will consist of, minimal mass grading, and slab subgrade placement. Site concrete consist of foundation, grade beam, and slab on grade.

SCOPE OF SERVICES

Based on our review of provided documents dated May 01, 2023, discussions with the project team, and other related projects, we anticipate providing the following construction materials testing services:

Soils:

1. Perform Dynamic Cone Penetrometer testing to verify materials below shallow foundations are adequate to support the design bearing capacity.
2. Verify excavations are extended to proper depth and have reached proper materials
3. Perform testing and observations during placement and compaction of the fill material to verify lift thickness, material type, and compaction efforts comply with the approved report.
4. Observe conditions of excavation subgrades prior to foundation preparation or fill placement, including proofrolling and other testing of subgrades.

Reinforced Concrete (Cast-in-place):

1. Observe placement of reinforcing steel for compliance with the project plans and specifications prior to the placement of concrete.
2. Observe the installation of anchor bolts in concrete prior to and during placement of concrete.
3. Observe the installation of post-installed anchors in hardened concrete.
4. Observe formwork for shape, location, and dimensions of concrete members being formed.
5. Document the use of the required design concrete mix.
6. Perform physical property tests including slump, air content, and concrete temperature at the time fresh concrete is sampled and obtain samples for strength testing.
7. Observe concrete placement for proper application techniques.
8. Observe maintenance of specified curing temperature and techniques.
9. Utilize Contractor provided proper storage and curing facilities for the first 24 hours after casting of cylinder specimens.

Structural Steel:

Structural steel observations and nondestructive testing of structural steel elements shall be in accordance with the quality assurance inspection requirements of AISC 360, including (but not limited to) the following:

1. Structural Steel Welded Connections:
 - a. Confirm compliance with Welding Procedure Specifications (WPS).
 - b. Perform continuous or periodic inspections as necessary for complete and partial

penetration groove welds, multi-pass fillet welds, and single pass fillet welds $\leq 5/16"$.

2. Structural Steel Bolted Connections:
 - a. Observe that identification markings for bolts, nuts, and washer types conform to ASTM standards specified in the approved construction documents.
 - b. Observe bearing type connections.
 - c. Observe snug tight connections for faying surface interaction and bolt tightening.
 - d. Observe pre-tensioned connections for faying surface interaction and pre-tensioning methods (turn of nut, tension controlled, etc.).
 - e. Observe slip-critical connections for faying surface preparation, faying surface interaction and pre-tensioning methods (turn of nut, tension controlled, etc.).
 - f. Observe steel frame joint details for compliance with approved construction drawings in regards to details such as bracing and stiffening, member locations, and application of joint details at each connection.
3. Material Documentation of Structural Steel:
 - a. Confirm identification markings conform to ASTM standards specified in the approved construction documents.
 - b. Observe manufacturer's certified mill test reports.

Structural Masonry:

1. As masonry construction begins, the following shall be observed for compliance:
 - a. Location of reinforcement and connectors.
2. We will observe:
 - a. Size and location of structural elements.
 - b. Type, size, and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.
 - c. Specified size, grade, and type of reinforcement.
 - d. Protection of masonry during cold weather (temperature below 40 degrees Fahrenheit) or hot weather (temperature above 90 degrees Fahrenheit).
3. Prior to grouting, the following shall be observed to document compliance:
 - a. Grout space is clean.
4. Placement of reinforcement and connectors and pre-stressing tendons and anchorage.
5. Proportions of site-prepared grout and pre-stressing grout for bonded tendons.
6. Grout placement shall be observed to document compliance with code and construction document provisions.
7. Preparation of required grout specimens, mortar specimens and/or prisms for compressive strength testing by ECS.

ESTIMATED FEE

Our estimated fee for providing the services mentioned above will be on the order of **\$35,400.00** based on our current understanding of the project specifications and schedule. Estimated fees are detailed on the attached spreadsheet. Our estimated fees do not include a contingency for cancelled work, reinspection services, etc.

These services are not full time, on-site observations unless otherwise noted herein, are required by project documents, or building code, or shown as such on the attached cost estimate. Any services in addition to those outlined in this proposal will be billed in accordance with the unit rate schedule provided. Additional site visits for specific tasks of retesting failed tests or technician hours more than 8 hours per day have not been included in our fee estimate. It is our understanding that the required services have been included in our unit price list and accounted for in our fee estimate. Should supplemental services be deemed necessary at a later date, they will be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance.

The services described above will be rendered portal-to-portal from our office, with a mileage charge of \$1.00 per mile. Our unit rates are based on a normal 8-hour workday, Monday through Friday. Overtime beyond 40 hours/week, outside of the hours of 7:30 am and 5:30 pm, and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

UNDERSTANDING CONSTRUCTION MATERIALS TESTING

Construction Materials Testing (CMT) is performed to help provide the project's contractors, designers, owners, and local code officials some indication of the level of compliance obtained by the installing contractors with the project specification. These services are provided at intervals defined by the project specifications and/or by the applicable building code. Test locations for most materials (i.e., soils, concrete, fireproofing, etc.) are generally based upon a percentage or area as such not all materials incorporated into a construction project are tested or observed.

The greater the testing frequency, the higher the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance. Testing and observations provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes a reasonable effort to test in accordance with the applicable project requirements and identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

REPORTING, BILLING, COMMUNICATION, AND CONTRACT CONDITIONS

You will be issued daily field reports and laboratory test reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit field reports and laboratory results within 48 hours of testing. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified as soon as possible so that the problem may be resolved prior to the performance of additional work. Deficient laboratory results are reported by e-mail to the client, structural engineer, and general contractor by the Project Engineer. Copies of reports will be forwarded to each party by e-mail as requested by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

All scheduling requests must be made by 3:00 pm the day prior to service so that the proper personnel may be scheduled for the required task. The appropriate contractor or owner representative should contact our scheduler or project manager to provide the appropriate level of staffing to meet the project requirements. Scheduling requests should be coordinated with our in-house scheduler or project manager at least 24 hours in advance of the scheduled work and between the hours of 8:00 am and 5:00 pm on normal working days (i.e., Monday through Friday, not holidays or weekends). Each scheduling request will be assigned a work order number so that the scheduled testing is documented.

Invoices will be issued on a monthly basis and will provide a week-by-week breakdown of billing units, unless modified by request of the client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "General Conditions of Service". These conditions represent the current recommendations of the Geo Professional Business Association, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

ECS SOUTHEAST, LLP
2023 FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING (CMT)

Field Services

1. Engineering Technician	\$ 65.00/hour
2. Senior Engineering Technician	\$ 75.00/hour
3. Specialty Technician (Firestopping, Fireproofing)	\$105.00/hour
4. Senior Specialty Technician (PT, Deep Foundations, Wood Framing, etc.)	\$110.00/hour
5. Structural Steel/CWI	\$110.00/hour
6. Ultrasonic Tech/Senior CWI	\$130.00/hour

Professional & Administrative Services

1. Principal Level	\$250.00/hour
2. Senior Project Level.....	\$200.00/hour
3. Project Level.....	\$150.00/hour
4. Staff Professional Level	\$130.00/hour
5. Administrative Level.....	\$ 60.00/hour

Laboratory Services/Miscellaneous

1. Compressive strength of concrete cylinders (ASTM C-39)	\$ 18.00/each
2. Compressive strength of grout prisms (ASTM C-1019)	\$ 23.00/each
3. Standard Proctor Moisture Density Relationships (ASTM D-698)	\$250.00/each
4. Atterberg Limits Tests (ASTM D-4318).....	\$110.00/each
5. Sieve Analyses (ASTM D-1140).....	\$110.00/each
6. Natural Moisture Contents (ASTM D-2216)	\$ 15.00/each
7. Equipment Maintenance Fees	
a. General Equipment	\$ 35.00/day
b. Nuclear Gauge.....	\$ 95.00/day
c. Floor Flatness (D-Meter)	\$175.00/day
8. Mileage.....	\$ 1.00/mile
9. Project Setup Fee	\$250.00/each
10. Summary Letter	\$500.00/permit

Notes:

- 1) In order to effectively respond to your needs, we request at least 24 hours advance notice for scheduling or canceling field services.
- 2) "On-call" work will be staffed by available qualified personnel. Higher rates will apply if senior personnel are utilized.
- 3) Overtime rates are billed at 1.5X the hourly rates. Overtime rates are charged for services performed before 7:30 AM, after 5:30 PM, over 8 hours per day, Saturdays, Sundays, and Holidays.
- 4) Work canceled after 4:00 PM the day prior to the scheduled work date, and all will-call reservations, will be subject to a minimum charge of one hour. Each authorized field visit will be charged 3 hours minimum time. This minimum charge will apply if work is cancelled after ECS personnel have already been dispatched to the project.
- 5) Technician time (field, senior, specialty, senior specialty, structural steel, etc.) is charged for field services, support services and work preparation including review of specifications, drawings and test lab data; consultation with project manager/engineer; consultation with client representative(s); mobilization; travel time portal to portal; demobilization; and field report preparation.
- 6) Project Manager/Engineer time is charged for authorized consultation; scheduling; weekly review of field and/or laboratory reports; general time to maintain project; and for preparation of summary reports, if requested. Principal Engineer time is charged for authorized consultation; and weekly review of field and/or laboratory reports.
- 7) A 0.5-hour technician time will be billed for lab processing of each set of cast concrete or grout samples.
- 8) A 0.75-hour technician time will be billed for loading/unloading and securing of a nuclear density gauge for each day of use.
- 9) Mileage charges may be adjusted if the federal mileage reimbursement rate increases.
- 10) Listed and unlisted fees will be reviewed on a quarterly basis and may be adjusted to account for the changing economic climate (i.e., inflation, etc.). ECS will notify you if the review changes the rates of the fee schedule.
- 11) Fees for unlisted services will be provided as needed.

**PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLP**

Project Name: Bernheim Middle School Renovation

Location: Shepherdsville, Kentucky

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the Terms and Conditions of Service in its entirety, accept these terms, and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: x _____

Date: _____



ECS SOUTHEAST, LLP TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS SOUTHEAST, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from

any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot

know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 **OWNERSHIP OF DOCUMENTS**

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 **SAFETY**

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 **CONSTRUCTION TESTING AND REMEDIATION SERVICES**

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 **BILLINGS AND PAYMENTS**

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate

of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 **DEFECTS IN SERVICE**

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT - furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 **LIMITATION OF LIABILITY**

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

- or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 **INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.
- 20.0 **CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 **SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 **DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 **CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 **TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 **TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

ESTIMATED FEE
Bernheim Middle School Renovation
ECS Southeast, LLP Proposal # 61-P3140

CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS

	HRS/TRIP	TRIPS	RATE	TOTAL
Earthwork^{4,3}				
Progress Meeting	4	1	\$150.00	\$600.00
Proctor Pick Up	3	1	\$65.00	\$195.00
Grading and Fill	6	4	\$75.00	\$1,800.00
Subgrade Proofrolls (Prior to fill placement and at final subgrades)	4	3	\$75.00	\$900.00
Concrete^{4,5,6,7}				
Progress Meeting	4	1	\$150.00	\$600.00
Foundations and Coulmn Pier	8	8	\$75.00	\$4,800.00
Grade Beams	8	2	\$65.00	\$1,040.00
Slabs on Grade	8	4	\$65.00	\$2,080.00
Cylinder Pick-Ups	2	14	\$65.00	\$1,820.00
Structure⁸				
Progress Meeting	3	1	\$150.00	\$450.00
Steel Framing Inspections	5	1	\$110.00	\$550.00
Roof Deck Inspections	5	1	\$110.00	\$550.00
Masonry Inspection	6	6	\$65.00	\$2,340.00
Pavement⁹				
Asphalt Base	5	2	\$65.00	\$650.00
Asphalt Surface	5	1	\$65.00	\$325.00
Concrete Pavements and sidewalk	5	2	\$65.00	\$650.00
Cylinder Pick-Up	2	2	\$65.00	\$260.00
			SUBTOTAL	\$19,610.00

ENGINEERING & SUPPORT

	HRS/RPT	REPORTS	RATE	TOTAL
Principal Engineer (Senior Field Report Review)	0.25	50	\$250.00	\$3,125.00
Principal Engineer (Senior Lab Report Review)	0.10	64	\$250.00	\$1,600.00
Project Manager (Report Review)	0.25	50	\$150.00	\$1,875.00
Project Manager (Lab Report Review)	0.10	64	\$150.00	\$960.00
Project Manager (Management/Consultation - assumes approximately 1 hour per month)	6.00		\$150.00	\$900.00
Adminstrative Level (Daily Scheduling/Dispatch)	0.25	50	\$60.00	\$750.00
			SUBTOTAL	\$9,210.00

MISCELLANEOUS SERVICES

	UNITS	RATE	TOTAL
Trip Charges (65 miles @ \$1.00/mile)	50	\$65.00	\$3,250.00
Concrete Cylinders	112	\$18.00	\$2,016.00
Proctor (with Atterburg Limits, and Moisture Content)	1	\$375.00	\$375.00
Proctor (DGA)	0	\$250.00	\$0.00
Nuclear Gauge Rental	7	\$95.00	\$665.00
Equipment Charge (DCP)	8	\$35.00	\$280.00
		SUBTOTAL	\$6,586.00
		TOTAL	\$35,406.00

NOTES:

- Travel time of 1.5 hour is included in each trip.
- Assumes soil fill to be used as grade raising fill and DGA to be used for building pad subgrade and pavement base fill.
- Assumes no additional field visits for failing proofrolls; uncontrolled fill, discovered buried construction, karst features, etc.; or other required earthwork rer
- Assumes 1 set of 5 concrete cylinders (1 at 7 days, 3 at 28 days, and 1 hold) every day or every 100 cubic yards, whichever is less.
- Foundation bearing evaluations will be conducted during the same site visit as reinforcing steel and concrete placement.
- Assumes shallow foundations, continuous wall foundations for exterior foundations and isolated column foundations for interior foundations.
- Assumes no additional field visits for undercutting of foundations due to unsuitable conditions.
- Assumes no reinspection visits will be required.
- Assumes that the entrances pavement and the remainder of the pavements will be concrete.
- Outside of the 10% contingency fee no additional time has been included for reinspections, remediation recommendations, cancelled work, etc. experience with similar projects and the area. These values are intended to be used for estimation purposes only and are not meant to be a not-to-exceed/lump sum value. Our fees will be invoiced on a time and materials basis in accordance with our current fee schedule in

12. Our field visits are dependent on the contractor/owner's schedule and their representative contacting ECS in a timely manner (see scheduling notes in attached proposal) to schedule