



**CONTRACT AGREEMENT**

**March 6, 2024**

Project Name: **Ray House Fill**

Project Location: **420 West Main Street · Lebanon, KY 40033**

Client Name: **Marion Co Board of Education**

Client Address: **755 E Main Street · Lebanon, KY 40033**

Contact Name: **Scott Spalding** (Director of Operations) 270.692.3721

Plans Stamped: **02.01.24** (BG #24-254)

This **Not to Exceed** contract agreement is effective as of this date **03.06.24** between **Marion County Schools** and L.E. Gregg. The client/client representative agrees that services performed by L.E. Gregg will be invoiced in accordance with the attached unit rate sheet.

The Terms and Conditions relative to this contract are attached. Acceptance of this contract indicates acceptance of the terms and conditions. If unforeseen requirements are required, they will be invoiced as per **L.E. Gregg's** Unit Rates. Unit prices quoted herein will remain effective for a period of one year from the above proposal date.

If this proposal and the conditions meet with your approval, please so indicate by signing and returning one (1) copy to our office. This will act as our authorization to proceed with personnel and equipment in accordance with your request and time schedule. Also, signature on the acceptance as a representative of the company indicates that you and the authorizing company are responsible for payment in full for the services rendered.

**SCOPE OF WORK**

**L.E. Gregg** will perform the following services as needed as a standard procedure, as per email and communication with *Scott Spalding (Marion County Board of Education)*. Other services will be performed as requested. All services are performed on a unit price basis.

**Fill Observation and Materials Testing**

- **\$4,440.00** (Materials Testing/Lab services) for Fill placement and Proctor/Classification
- (5 days) Observation of Fill placement, Density Testing
- (1) Soil sample for a Proctor/Classification
- Technician onsite, Travel, Field Report, Density Testing, Project Oversight, Lab Analysis
- No Geotechnical Investigation report provided
- No Construction Schedule provided
- Substrate unknown, once House is demolished.
- Any additional costs due to unsuitable Soils, Organics, Pyritic Shale or remediation/corrective action which could be required, will be provided at agreed Rates.

LE Gregg will attempt to utilize personnel providing services at New Calvary, same day if scope is needed same days.

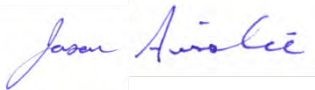
**AUTHORIZATION**

Please refer to the attached document for **L.E. Gregg's** terms and conditions. If this Not to Exceed proposal and the terms and conditions meet with your approval, please so indicate by signing and returning one (1) copy to **L.E. Gregg's** office. This will act as authorization to proceed with personnel and equipment in accordance with your request and time schedule. Also, signature on the acceptance as a representative of the company indicates that you and the authorizing company are responsible for payment in full for the services rendered.

If you have any questions concerning this proposal, please feel free to contact us. We look forward to working with you on this project.

Respectfully,

L.E. Gregg Associates



**Jason Ainslie, P.E.**  
**President**



**Robert E Lyons**  
**Project Manager**

Attachments: Proposal Acceptance Sheet  
Terms and Conditions

The **Contract** for this project is **Not to Exceed/Fill Observation and Materials Testing** The professional services provided, area noted under " *Fill Observation and Materials Testing*" *list the scope of services.*

The services include the preparation and distribution of reports associated with the field and laboratory services. Should unanticipated services be required that have not been quoted or additional onsite time resulting beyond the Days/Hrs listed, these will be performed at mutually agreed or unit prices.

|  |   |
|--|---|
| Date:  |   |
| <b>L.E. Gregg Associates</b><br>(hereafter " <b>L.E. Gregg</b> ")  | Client Name: <b>Marion County Board of Education</b><br>(hereafter " <b>Client</b> ") <i>Scott Spalding</i>                             |
| Address: <b>2456 Fortune Drive Suite</b><br><b>Lexington, KY 40509</b>   | Address: 755 East Main Street<br>Lebanon, KY 40033  |
| Telephone: <b>859-252-7558</b><br>Fax: <b>859-255-0940</b>   | Telephone: 270.692.3721, ext 50227<br>Email: <a href="mailto:scott.spalding@marion.kyschools.us">scott.spalding@marion.kyschools.us</a> |
| <b><u>PROJECT</u></b>  |   |
| <b>Ray House Fill</b> (420 West Main Street · Lebanon, KY 40033)   |   |
| <b>SERVICES TO BE RENDERED</b>   |   |
| Fill Observations, Density Testing, Lab Services, Travel, Mileage, Reports and Oversight                           |   |
| <b>\$4,400.00</b> – Not to Exceed proposal   | Expires: Ninety (90) Days from the date of the proposal.  |
| IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative. |   |
| Client: _____  | L.E. Gregg Associates   |
| By: _____<br>(Signature)   | By: _____<br>(Signature)  |
| _____  | _____   |
| (Print Name and Title)   | (Print Name and Title)  |
| Date: _____  | Date: _____   |
| <b>Client's DIGITAL signature to be treated as original signature.</b>   |   |

### **SCHEDULING**

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

Robert Lyons

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

859.252.7558 (office)

606.305.7789 (cell) text/voice