

**DEPARTMENT OF FACILITIES**

**DANNY CLEMENS, DIRECTOR**  
TRACY PARSLEY, MAINTENANCE SUPERVISOR  
THOMAS STOKES, CUSTODIAL SUPERVISOR  
GEORGE BROCK, ENERGY MANAGER

**MEMO**

**TO:** Dr. Jesse Bacon, Superintendent  
**FROM:** Danny Clemens, Director of Facilities  
**Date:** September 27, 2024  
**RE:** Design and Construction Agenda Items - Special Inspection Services – Phase II Athletics **DC**

Recommended is S&ME, Inc. to provide special inspection services for the soil, concrete, and steel inspections for the Phase II Athletics Project. S&ME provided the second lowest cost proposal. The project's Structural Engineer, Brown + Kubican, has reviewed the submitted proposal and recommends S&ME based on past experience. Request for Proposals were issued to three (3) companies and three (3) proposals were provided as listed below:

- 1.) S&ME, Inc. \$113,411 (Lump Sum Fee)
- 2.) ECS Southeast, LLP \$111,300 (Lump Sum Fee)
- 3.) Consulting Services, Inc. (CSI) \$175,000 (Lump Sum Fee)

The post-bid BG-1 included an estimated cost of \$300,000 for special inspections by a third-party agency. Please Note, CSI was engaged on an hourly basis to provide special inspections services since the Award of Contract to Calhoun Construction Services on 7-29-2024. As of October 1st, hourly services with CSI will end and S&ME's lump sum proposal for Special Inspection services will be in effect until the end of Construction. Based on a project of this size and scope, Brown + Kubican has typically required steel fabricators to be AISC certified. However, Calhoun Construction Services provided a cost savings of \$350,000 if a different steel subcontractor was used for the Field House Construction. To maintain quality of steel work, B+K has asked the Special Inspector to perform these inspections separately at the Fabrication shop. The added cost to S&ME proposal was \$7,211.00 which is included in the lump sum value listed above.

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

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

September 26, 2024



## 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:  
**Phase II Athletics – Baseball and Softball Field Improvements and North Bullitt Field House**  
BG# 24-192 | ska# 2023-50

Mr. Clemens:

We recommend **S&ME, Inc.** to provide special inspection services for the soil, concrete, and steel inspections for the Phase II Athletics Project. S&ME provided the second lowest cost proposal. The project's Structural Engineer, Brown + Kubican, has reviewed the submitted proposal and recommends S&ME based on past experience. Request for Proposals were issued to three (3) companies and three (3) proposals were provided as listed below:

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

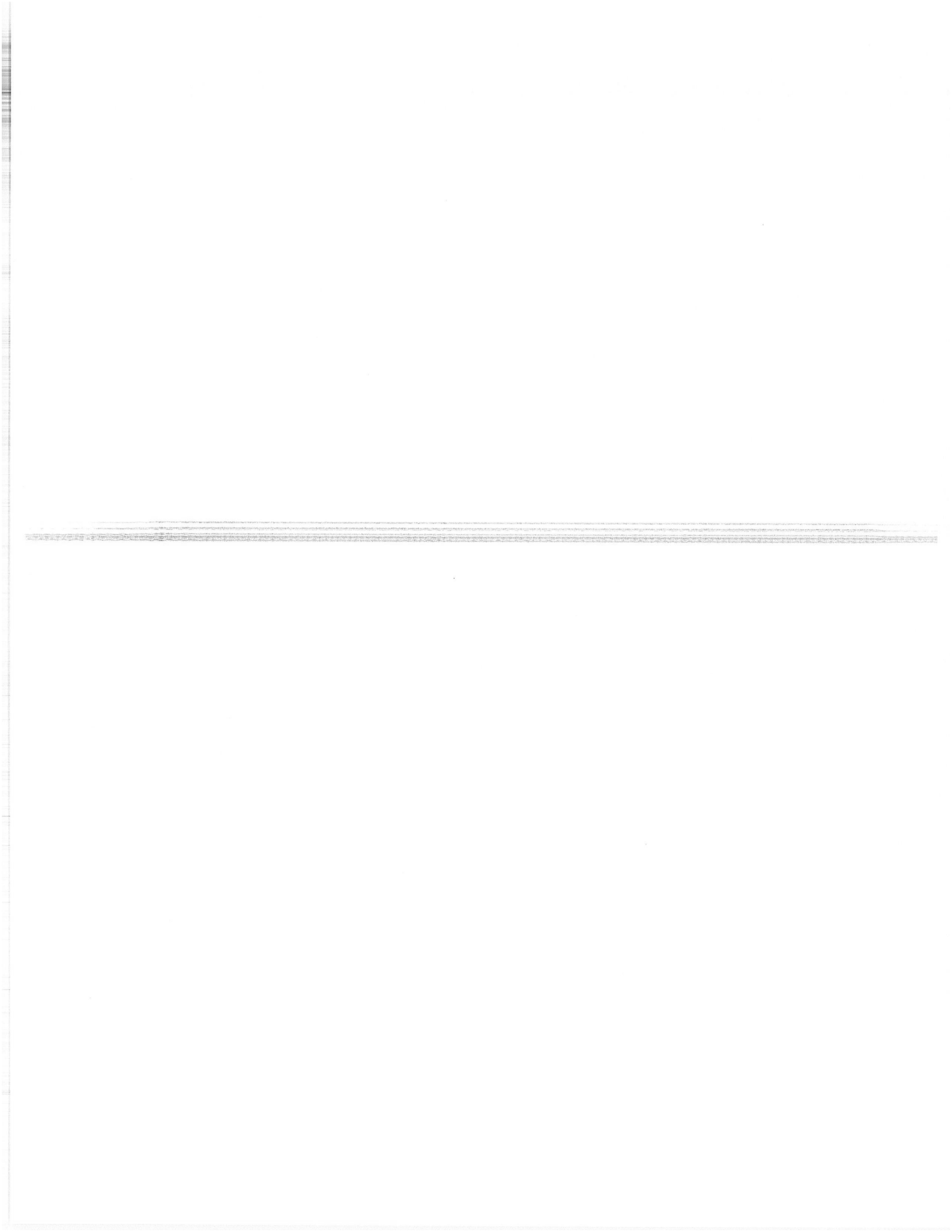
Sincerely,  
Studio Kremer Architects

Cate Noble Ward, AIA | Partner  
enclosures –

- (1) S&ME - Phase II Athletics Field Improvements and North Bullitt Field House
  - a. Lump Sum fee proposal for Fabrication Shop Inspections also provided.
- (2) ECS - Phase II Athletics Field Improvements and North Bullitt Field House-Rev
  - a. Lump Sum fee proposal for Fabrication Shop Inspections also provided.
- (3) CSI - Phase II Athletics Field Improvements and North Bullitt Field House

studio kremer architects

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





August 27, 2024

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

Attention: Mr. Danny Clemens  
E: [danny.clemens@bullitt.kyschools.us](mailto:danny.clemens@bullitt.kyschools.us)

C/O: Studio Kremer Architects  
Ms. Cate Noble Ward, AIA  
E: [cate@sudiokremer.com](mailto:cate@sudiokremer.com)

Reference: **Proposal for Construction Materials Testing and Special Inspection Services  
Bullitt County Phase II Athletics and North Bullitt Fieldhouse  
Bid Package No. 1 – Baseball and Softball Field Improvements  
Bid Package No. 2 – Field House – North Bullitt High School**  
Shepherdsville, Bullitt County, Kentucky  
S&ME Proposal No. 24360118

Dear Mr. Clemens:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to provide Construction Materials Testing and 2018 Kentucky Building Code (KBC), based upon the 2015 International Building Code (IBC), Special Inspection Services for the referenced project. This proposal is issued in response to a Request for Proposal (RFP) received from Studio Kremer Architects on August 20, 2024.

This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project estimate, and presents the associated compensation for our services. Our Agreement for Services (Form AS-071) is attached and is incorporated as part of this proposal.

### ◆ Project Information

Based on our review of the provided plans and specifications, we understand that the project consists of the construction of a new fieldhouse at Bullitt North High School (Bid Package No. 2), that included three structures, and improvements to the baseball and softball fields at Bullitt Central, East and North High Schools (Bid Package No. 1). The owner has only requested special inspection services at this time and all other quality control (QC) services will be performed under the direction of the the contractor. The planned fieldhouse will be a single-story structure with footprint of approximately 50,000 square feet. The planned improvement at the baseball and softball fields will consist of two-story concession stand and dugouts. We understand the construction will also include the associated site



## Proposal for Construction Materials Testing and Special Inspection Services

Bullitt County Phase II Athletics and North Bullitt Fieldhouse  
Bid Package No. 1 – Baseball and Softball Field Improvements  
Bid Package No. 2 – Field House – North Bullitt High School  
S&ME Proposal No. 24360118

improvements, roads and parking lots. A detailed construction schedule was not provided, however; Drawings, specifications and project geotechnical report were provided for our review.

### ◆ Scope of Services

Based on our review of the documents provided to S&ME, we anticipate that our requested services will include subgrade observations; field density testing; foundation excavation observations; reinforcing steel observations; concrete testing; wood observations; structural steel observations; subbase and asphalt testing; and submittal of progress reports.

A brief description of the services we are anticipated to provide is included below:

#### Soil Testing

- Observe the site after topsoil has been stripped to document that objectionable soils have been removed.
- Observe removal of previously placed fill as recommended in the project geotechnical report.
- 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.
- Observe any undercutting operations to determine when the specified materials have been exposed.
- Conduct laboratory standard Proctor tests (ASTM D698) and laboratory classification tests to determine the moisture/density relationship and classifications of proposed fill soils.

#### Foundation Observations

- Observe each foundation and grade-beam excavation to document that the exposed subgrade is consistent with the project geotechnical report and as specified by the design geotechnical engineer.
- Use a dynamic cone penetrometer (DCP) to check the consistency of the bearing soil below each footing or grade-beam excavation. We typically explore to a depth equal to the footing width. An experienced geotechnical engineer can interpret this data and evaluate the soil conditions relative to the allowable bearing pressure.

#### Reinforcing Steel

- Periodically observe placement of reinforcing steel in foundations and other structural members.
- Document that 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.

#### Cast-In-Place Concrete Construction

- Periodically observe the use of the required design mix.
- Periodically observe formwork for location, dimension and shape of member being formed.
- Periodically observe anchors cast in concrete for size, type, and proper installation.
- Periodically observe of post-installed anchors in hardened concrete.
- Continuously observe concrete placement for proper application technique.
- Periodically observe curing temperatures and techniques.



## Proposal for Construction Materials Testing and Special Inspection Services

Bullitt County Phase II Athletics and North Bullitt Fieldhouse  
Bid Package No. 1 – Baseball and Softball Field Improvements

Bid Package No. 2 – Field House – North Bullitt High School  
S&ME Proposal No. 24360118

- 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.
- 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.
- Periodic observation of the erection of pre-cast members.

### Masonry

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

### Structural Steel Framing

- 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 that it has been torqued properly.
- Periodically observe bearing connection bolts.
- Continuously observe pre-tensioning of each high strength bolt using the calibrated wrench method or turn-of-the nut without matchmarking.
- Periodically observe pre-tensioning of high strength bolts using direct-tension indicator method, twist-off bolt method, or turn-of-the nut with matchmarking.
- Document welder's certification for compliance with project specifications.

### 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.

### Special Inspections

S&ME anticipates that special inspections will be required for soils, concrete, wood and steel construction. S&ME is qualified to perform these special inspections meets the requirements as a "qualified" provider of such services. Our technicians are available to perform these services on either a continuous or periodic basis in accordance with the Statement of Special Inspections for the project.



## Proposal for Construction Materials Testing and Special Inspection Services

Bullitt County Phase II Athletics and North Bullitt Fieldhouse  
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Bid Package No. 2 – Field House – North Bullitt High School  
S&ME Proposal No. 24360118

### Progress Reports

Daily field reports will be generated by the Technicians using iPads and the MetaField on-line platform. The reports will be submitted to the Project Engineer during the course of the day's work for review. MetaField allows our staff to organize, review and submit our observations, test results and progress reports in a cost efficient and timely manner. If requested, preliminary copies of our reports will be e-mailed daily and will include documentation of any "irregularities or deficiencies" observed that day. Formal progress reports will be submitted monthly unless other arrangements are desired. These reports will be prepared by the Project Engineer and copies will be e-mailed to your office.

### ◆ Excluded Services

Without attempting to provide a complete list of all services or potential services that are excluded from this proposal and will not be performed by S&ME on this project, testing, observation, and/or inspection related to the following items are specifically excluded:

- Engineering Recommendations.
- Providing a conditioned curing box for concrete cylinders made at the site.
- Wood or steel fabricator shop inspections.
- Inspection or testing of architectural components.
- Inspection or testing of mechanical, electrical, and plumbing.
- Inspection of EIFs or roof decking; and
- Inspection or testing associated with waterproofing, topsoil, landscaping, or vegetation.
- Inspection or testing of associated site work including bleachers, site retaining walls, roads, parking lots, utilities, etc.
- Any other items not specifically included in this proposal.

We are happy to provide many of these services if requested, we just wish to point out that our present scope and cost estimate do not include the items listed herein.

### ◆ General

S&ME 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 based on the distribution list agreed to at the Pre-Construction Meeting.

### Scheduling

This project will be staffed on an on-call part-time basis, as directed by you or your appointed representative. We request at least 24-hour notification for scheduling. Metals services (if needed) require at least 48-hours advanced notice. When performing these services on an on-call basis, S&ME will perform only those services specifically requested by your on-site personnel, as outlined in this proposal, and will not be responsible for services performed without our presence.



## Proposal for Construction Materials Testing and Special Inspection Services

Bullitt County Phase II Athletics and North Bullitt Fieldhouse  
Bid Package No. 1 – Baseball and Softball Field Improvements  
Bid Package No. 2 – Field House – North Bullitt High School  
S&ME Proposal No. 24360118

### ◆ Compensation

We developed a Lump Sum Fee Estimate for Construction Materials Testing and Special Inspections and other requested tests of **\$106,200 and will be invoiced monthly on a percent complete basis**. At the time of the proposal Studio Kremer Architects did not provide S&ME with a detailed construction schedule for this project. As such our fee is based on the quantities of work indicated on the attached fee estimate, a review of the plans and specifications, and our consideration 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.

Variations from the anticipated construction schedule or a change in the required scope of services will necessitate an adjustment to the fee. We will invoice the project monthly.

### ◆ 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

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

Sincerely,

**S&ME, Inc.**

Justin Beckham  
Operations Manager / Project Manager

Christopher L. Yohe, P.E.  
Regional Director / Vice President

Attachments: Construction Materials Testing - Fee Schedule  
Project Fee Estimate  
Resumes  
Agreement for Services Form AS-071  
Insurance





**Proposal for Construction Materials Testing and Special Inspection Services**

Bullitt County Phase II Athletics and North Bullitt Fieldhouse  
Bid Package No. 1 – Baseball and Softball Field Improvements

Bid Package No. 2 – Field House – North Bullitt High School

S&ME Proposal No. 24360118

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**ATTACHMENTS**

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**Proposal for Construction Materials Testing and Special Inspection Services**

Bullitt County Phase II Athletics and North Bullitt Fieldhouse  
Bid Package No. 1 – Baseball and Softball Field Improvements  
Bid Package No. 2 – Field House – North Bullitt High School  
S&ME Proposal No. 24360118

## Fee Schedule

### ◆ Engineering Services

Engineering Technician, per hour.....	\$57.00
Administrative Support, per hour.....	\$68.00
Staff Professional / Floor Flatness, per hour.....	\$125.00
Structural Steel Technician, per hour.....	\$115.00
Project Engineer / Project Manager, per hour.....	\$165.00
Senior Engineer, P.E., per hour.....	\$205.00

### ◆ Laboratory Testing Services

Cylinders, (including reserves), set of five.....	\$100.00
Masonry Prism, set of four.....	\$130.00
Visual ID and Classification of Soil Sample, each.....	\$10.00
Natural Moisture Content Test, (ASTM D2216), each.....	\$15.00
Atterberg Limits Test, (ASTM D4318), each.....	\$90.00
Grain Size Test (Wash 200 Sieve) (ASTM D1140), each.....	\$95.00
Grain Size Test (with Hydrometer) (ASTM D1140 and D422), each.....	\$130.00
Standard Proctor (ASTM D 698), each.....	\$200.00
Modified Proctor (ASTM D 1557), each.....	\$225.00

### ◆ Miscellaneous

Vehicle Charge (Portal-to-Portal), per trip.....	\$50.00
Floor Flatness Rental, per day.....	\$150.00
Nuclear Density Gauge, per day.....	\$50.00

### ◆ Remarks

- ◆ 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. If personnel have been dispatched to the project, actual time will be charged.
- ◆ **Overtime rates are applicable for services performed 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: Bullitt Co Schools PH2 Bid Pack No. 1			
Location: Shepherdsville & Mt Washington, KY			
Client: Studio Kremer Architects			
Proposal Number:	24360118	Estimated By:	TNG
		Date:	08/27/24
<b>Description</b>	<b>Softball &amp; Baseball Improvements</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>
			<b>Estimated Price</b>

## Sitework

10

Soils Inspector	80.0	HR	\$ 57.00	\$ 4,560
Nuclear Gauge Rental	10.0	DA	\$ 50.00	\$ 500
Standard Proctor	3.0	EA	\$ 200.00	\$ 600
Atterberg Limits	3.0	EA	\$ 90.00	\$ 270
Trip Charge	10.0	TR	\$ 50.00	\$ 500
Project Manager/Engineering Site Trips (proofroll subgrade/underpins)	6.0	HR	\$ 165.00	\$ 990
Project Manager (review of test and field reports)	3.0	HR	\$ 165.00	\$ 495
Administrative Support (type and distribute field reports)	1.0	HR	\$ 68.00	\$ 68
One-Time Job Setup Fee	1.0	EA	\$ 360.00	\$ 360

Subtotal

\$ 3,143

## Foundations - Shallow Footings/Piers

14

Reinforced Concrete Inspector	115.0	HR	\$ 57.00	\$ 6,555
Concrete Cylinders - Foundations (sets of 5)	10.0	SET	\$ 100.00	\$ 1,000
Concrete Cylinders - Stem Piers (sets of 5)	5.0	SET	\$ 100.00	\$ 500
Trip Charge	15.0	TR	\$ 50.00	\$ 750
Project Manager (review of test and field reports)	7.0	HR	\$ 165.00	\$ 1,155
Senior Engineer Review	1.0	HR	\$ 205.00	\$ 205
Administrative Support (type and distribute field reports)	2.0	HR	\$ 68.00	\$ 136

Subtotal

\$ 10,301

## Concrete Slab on Grade - Floor Pours/Mat

6

Reinforced Concrete Inspector	40.0	HR	\$ 57.00	\$ 2,280
Concrete Cylinders (sets of 5)	6.0	SET	\$ 100.00	\$ 600
Floor Flatness Technician	18.0	HR	\$ 125.00	\$ 2,250
Floor Flatness Equipment	6.0	DA	\$ 150.00	\$ 900
Trip Charge	12.0	TR	\$ 50.00	\$ 600
Project Manager (review of test and field reports)	3.0	HR	\$ 165.00	\$ 495
Administrative Support (type and distribute break reports)	1.0	HR	\$ 68.00	\$ 68

Subtotal

\$ 7,193

<b>Misc. Concrete - Based on Concrete Pours</b>		<b>4</b>				
Reinforced Concrete Inspector	24.0	HR	\$ 57.00	\$	1,368	
Concrete Cylinders (sets of 5)	4.0	SET	\$ 100.00	\$	400	
Trip Charge	4.0	TR	\$ 50.00	\$	200	
Project Manager (review of test and field reports)	2.0	HR	\$ 165.00	\$	330	
Administrative Support (type and distribute break reports)	1.0	HR	\$ 68.00	\$	68	
<b>Subtotal</b>				<b>\$</b>	<b>2,366</b>	
<b>Structural Steel - Based on 4 Site Visits</b>		<b>4</b>				
Structural Bolting/CWI	32.0	HR	\$ 115.00	\$	3,680	
Trip Charge	4.0	TR	\$ 50.00	\$	200	
Project Manager (review of test and field reports)	1.0	HR	\$ 165.00	\$	165	
Administrative Support (type and distribute test reports)	1.0	HR	\$ 68.00	\$	68	
<b>Subtotal</b>				<b>\$</b>	<b>4,113</b>	
<b>Masonry - CMU</b>		<b>30</b>				
Masonry Inspector	180.0	HR	\$ 57.00	\$	10,260	
Masonry Prisms	6.0	EA	\$ 130.00	\$	780	
Trip Charge	30.0	TR	\$ 50.00	\$	1,500	
Project Manager (review of test and field reports)	15.0	HR	\$ 165.00	\$	2,475	
Administrative Support (type and distribute field reports)	3.0	HR	\$ 68.00	\$	204	
<b>Subtotal</b>				<b>\$</b>	<b>15,219</b>	
<b>Pre-con &amp; Progress meetings - bi-weekly</b>		<b>13</b>				
Project Manager	52.0	HR	\$ 165.00	\$	8,580	
Trip Charge	13.0	TR	\$ 50.00	\$	650	
<b>Subtotal</b>				<b>\$</b>	<b>9,230</b>	
<b>Reinspection - 24 hours</b>		<b>24</b>				
Inspector	24.0	HR	\$ 57.00	\$	1,368	
Trip Charge	3.0	TR	\$ 55.00	\$	165	
<b>Subtotal</b>				<b>\$</b>	<b>1,533</b>	
<b>Total</b>				<b>\$</b>	<b>58,298</b>	

Checked By:	JLB
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# Fee Estimate

Project: Bullitt Co Schools PH2 Bid Pack No. 2			
Location: Shepardsville, KY			
Client: Studio Kremer Architects			
Proposal Number:	Estimated By: TNG	Date:	08/23/24
<b>Description</b>	<b>Field House -North Bullitt</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>
			<b>Estimated Price</b>

### Sitework

4

Soils Inspector	32.0	HR	\$ 57.00	\$ 1,824
Nuclear Gauge Rental	4.0	DA	\$ 50.00	\$ 200
Standard Proctor	1.0	EA	\$ 205.00	\$ 205
Atterberg Limits	1.0	EA	\$ 105.00	\$ 105
Trip Charge	4.0	TR	\$ 50.00	\$ 200
Project Manager/Engineering Site Trips (proofroll subgrade/underpins)	6.0	HR	\$ 165.00	\$ 990
Project Manager (review of test and field reports)	1.0	HR	\$ 165.00	\$ 165
Administrative Support (type and distribute field reports)	3.0	HR	\$ 68.00	\$ 204

### Subtotal

\$ 3,893

### Foundations - Shallow Footings/Pier

15

Reinforced Concrete Inspector	120.0	HR	\$ 57.00	\$ 6,840
Concrete Cylinders - Foundations (sets of 5)	10.0	SET	\$ 100.00	\$ 1,000
Concrete Cylinders - Stem Piers(sets of 5)	5.0	SET	\$ 100.00	\$ 500
Trip Charge	15.0	TR	\$ 50.00	\$ 750
Project Manager (review of test and field reports)	7.5	HR	\$ 165.00	\$ 1,238
Senior Engineer Review	1.0	HR	\$ 205.00	\$ 205
Administrative Support (type and distribute field reports)	1.0	HR	\$ 68.00	\$ 68

### Subtotal

\$ 10,601

### Concrete Slab on Grade - Floor Pours/Mat

3

Reinforced Concrete Inspector	21.0	HR	\$ 57.00	\$ 1,197
Concrete Cylinders (sets of 5)	3.0	SET	\$ 100.00	\$ 300
Floor Flatness Technician	12.0	HR	\$ 125.00	\$ 1,500
Floor Flatness Equipment	3.0	DA	\$ 150.00	\$ 450
Trip Charge	6.0	TR	\$ 50.00	\$ 300
Project Manager (review of test and field reports)	1.5	HR	\$ 165.00	\$ 248
Administrative Support (type and distribute break reports)	1.0	HR	\$ 68.00	\$ 68

### Subtotal

\$ 4,063

### Misc. Concrete - Based on Concrete Pours

4

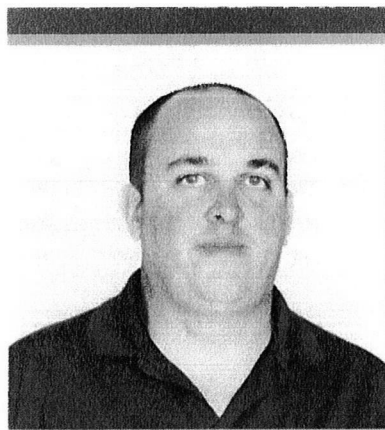
Reinforced Concrete Inspector	24.0	HR	\$ 57.00	\$ 1,368
Concrete Cylinders (sets of 5)	4.0	SET	\$ 100.00	\$ 400
Trip Charge	4.0	TR	\$ 50.00	\$ 200
Project Manager (review of test and field reports)	2.0	HR	\$ 165.00	\$ 330
Administrative Support (type and distribute break reports)	1.0	HR	\$ 68.00	\$ 68

### Subtotal

\$ 2,366

<b>Structural Steel - Based on 4 Site Visits</b>		<b>4</b>			
Structural Bolting/CWI	32.0	HR	\$ 115.00	\$	3,680
Trip Charge	4.0	TR	\$ 50.00	\$	200
Project Manager (review of test and field reports)	1.0	HR	\$ 165.00	\$	165
Administrative Support (type and distribute test reports)	1.0	HR	\$ 68.00	\$	68
<b>Subtotal</b>				<b>\$</b>	<b>4,113</b>
<b>Masonry - CMU</b>		<b>24</b>			
Masonry Inspector	144.0	HR	\$ 57.00	\$	8,208
Masonry Prisms	4.0	EA	\$ 130.00	\$	520
Trip Charge	24.0	TR	\$ 50.00	\$	1,200
Project Manager (review of test and field reports)	12.0	HR	\$ 165.00	\$	1,980
Administrative Support (type and distribute field reports)	3.0	HR	\$ 68.00	\$	204
<b>Subtotal</b>				<b>\$</b>	<b>12,112</b>
<b>Pre-con &amp; Progress meetings - Monthly</b>		<b>15</b>			
Project Manager (review of test and field reports)	60.0	HR	\$ 165.00	\$	9,900
Trip Charge	15.0	TR	\$ 50.00	\$	750
<b>Subtotal</b>				<b>\$</b>	<b>10,650</b>
<b>Total</b>				<b>\$</b>	<b>47,797</b>

Checked By:	JLB
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## Justin Lee Beckham, EI, CWI, MSI

### Project Manager

Mr. Beckham has extensive experience in construction materials testing services. He has performed construction materials testing services for commercial and municipal projects. Mr. Beckham has field experience evaluating spread footings, rammed aggregate piers, helical piers, drilled shaft foundations, soil compaction testing by nuclear methods, and concrete testing (core drilling and field testing). In addition to his field experience, Mr. Beckham has spent many hours conducting laboratory testing for various projects. He has experience conducting Proctor testing, Atterberg limits, unconfined soil compression testing, and slake durability testing.

In the field, Mr. Beckham has served as a project manager and lead inspector on several high profile projects including the Louisville Bridges Downtown Crossing project.

#### PROJECT ROLE

Project Manager

#### LOCATION

Lexington, KY

#### EDUCATION

- BS, Civil Engineering, University of Kentucky, 2007

#### YEARS OF EXPERIENCE

Joined S&ME in 2007

#### CERTIFICATIONS

- AWS Certified Welding Inspector #14082211
- API 653 Aboveground Storage Tank Inspector
- AMPP (NACE) Coating Inspector Level II
- ACI Concrete Field Testing Technician, Grade I
- KRMCA Level II Concrete Technician
- ICC Master Special Inspector
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Reinforced Concrete Special Inspector

### Key Projects and Assignments

#### Mercedes Benz Stadium

Atlanta, GA | 2015-2017

S&ME provided Metals and Non-Destructive Testing services and Quality Control Services for the structural steel and precast panel erection for the new \$1.5 Billion state-of-the-art stadium to serve as the new home for the Atlanta Falcons.

Services include:

- Examination and testing of structural steel bolting and welding Visual Testing – VT
- Dry-Particle Magnetic Testing – MT
- Ultrasonic Testing – UT
- Welder Qualification Procedure Testing
- Grout Testing
- Examination and testing of precast panel bolting and welding

#### Project Grow Warehouse

Marysville, OH

Mr. Beckham provided subgrade stabilization and special inspection services for the construction of a 1,280,500+/- square foot warehouse, with associated truck drives, truck docks, trailer parking, automobile drives, automobile parking areas and at least two ponds. The building is anticipated to be one-story high bay building. The building will be supported on shallow foundations potentially supported on rammed aggregate piers with precast exterior walls and structural steel interior columns, and a concrete slab-on-grade.

#### Project Cardinal

Guthrie, Kentucky | 2018

Lead metals technician performing construction phase testing and logging of pile installation for a new manufacturing facility in karst geology. Performed visual

*\*Experience with previous employer.*



inspections of field welds in compliance with AWS D1.1 Structural Steel Welding Code and field bolted connections in compliance with AISC.

**Indiana SR 237 Over Ohio River Bridge Rehabilitation  
Cannelton, Indiana and Hawesville, Kentucky | 2015-2018**

Project Engineer/Supervisor for INDOT. Oversaw the daily work of contractor and inspectors. Authorized inspection reports in Site Manager. Generated progress pay estimates. Provided inspection services for bridge repairs. Documented that work was performed as per INDOT and project specifications.

#3136-15-001

**I-65 Southeast Project  
Seymour, IN | 2017-2022**

Project Engineer/Supervisor on the I65 Southeast Project for INDOT in Seymour, IN. The project was a 14 mile interstate widening project with a total construction amount of approximately \$150,000,000. Mr. Beckham managed a staff of 11 construction inspectors on site. Mr. Beckham was responsible for reviewing change orders, construction schedules, construction changes, progress estimates, public comments, etc. Mr. Beckham reported to and received direction from the INDOT Area Engineer on this project.

#3136-17-007

**Louisville Southern Indiana Ohio River Bridges – Downtown Crossing  
Louisville, Kentucky | 2013-2018**

Fulltime Materials Lab Technician for the onsite Materials Lab operated by S&ME, Inc. Performed all of the duties of a KYTC District Lab Technician. Reviewed material certifications for materials delivered to jobsite, specifically H-Pile and micropile certifications. Responsibilities included: reviewing onsite precast/prestress plant inspectors' daily reports and uploading reports to ProjectWise and FileHold, as well as entering data into SiteManager. Also performed precast/prestress plant inspections. Completed density testing of embankment on all sections of the project. Provided assistance to on-site construction inspectors when work load exceeded their capacity. Performed onsite inspections of structural steel erection and casing splices. Performed inspection duties during the U29' crack repair on the Kennedy Bridge.

#1831-13-795

**Kentucky International Convention Center Renovations and Additions**

**Louisville, Kentucky | 2016-2017**

Lead Special Inspector provided inspection during the installation of auger cast piles, micro piles and tie back wall and rock anchors. Performed observations for the load testing of auger cast piles, tie back anchors and micropiles. Performed special inspections of spread footings, continuous footings, reinforcing steel, concrete, structural masonry and structural steel including welding and bolting inspection. Also provided structural steel shop inspection services required for the project.

#3136-16-008





**CERTIFICATIONS (CONT'D)**

- ICC Structural Steel & Welding Special Inspector
- ICC Structural Steel & Bolting Special Inspector
- ICC Structural Welding Special Inspector
- KYTC Aggregate Technician
- KYTC Grading Technician Level II
- KYTC Superpave Plant Technologist
- KYTC Structures Inspectors Level I
- KYTC Pavement Marking Inspector Technician
- KYTC Asphalt Field Technician
- KEPSC Roadways Inspector
- PTI Level I Bonded PT Field Installation
- INDOT Certified Technician

**Project Mando Warehouse  
Greenwood, Indiana | 2021**

Mr. Beckham was the project manager for this 584,820 square foot industrial warehouse with associated parking and site improvements. The structure is supported on shallow spread and isolated column foundations, pre-cast concrete walls with internal steel columns, and a metal roof system.  
#212747

**University of Pikeville Health Education Building  
Pikeville, Kentucky**

Special Inspector provided inspection during the installation of tie back wall and rock anchors. Also observed the installation of soldier piles, lagging, and tie backs. Performed observations for the load test and pretensioning of tie back anchors. Provided full time inspection during the installation and load testing of rock anchors.

**Soil Nail Wall, New Circle Road (KY 4) and Versailles Road (US 60)  
Lexington, Kentucky**

Provided inspection services during the installation and load testing of Soil Nails and shotcrete face. Documented installation and testing of Soil Nails and documenting that work was performed as per KYTC and project specifications.  
#3183-14-082

**North Laurel Middle School  
London, Kentucky**

Performed special inspections of spread footings, continuous footings, reinforcing steel, concrete, structural masonry and structural steel. Observed the installation, load testing, and remediation of failed micropiles as part of the foundation system. Monitored proof rolls of the parking lots/roadways and observed the extensive remediation of unsuitable areas.

**Eastern Kentucky University Business and Technology Building  
Richmond, Kentucky**

Provided full-time observations of the special inspections involving the spread footings, continuous footings, reinforcing steel, concrete placement and structural masonry.

**Eastern Kentucky University New Science Building Phases I & II  
Richmond, Kentucky**

Observed the construction of drilled shafts. Performed reinforcing steel observations and concrete testing. Provided nuclear density testing services during the placement of structural fill.

**Andrew Miller Center – Asbury College  
Wilmore, Kentucky**

Performed special inspections observations for spread footings, continuous footings, reinforced steel, concrete placement and structural masonry.



**Augusta Independent School Addition**

**Augusta, Kentucky**

Performed special inspections observations for spread footings, continuous footings, reinforced steel, concrete placement and structural masonry.

**Tie Back Wall, KY 1494 at Long Lick Creek**

**Shepherdsville, Kentucky**

Provided inspection services and documented installation and stressing of tendons from tie back wall anchors. The documentation was performed as per KYTC and project specifications.

**Mason County Landfill**

**Maysville, Kentucky**

Duties included full-time inspection QA/QC services for the placement of structural fill, clay liner, and synthetic liners. Offered nuclear density testing services during the placement of structural fill and the clay liner. Obtained samples of the synthetic liner for laboratory testing.

**Ashland Community College**

**Ashland, Kentucky**

Performed special inspections of spread footings, continuous footings, reinforcing steel, concrete and structural masonry. Observed proof rolls of the parking lots/roadways and the created remedies for unsuitable areas.

**Bay Points Apartments**

**Louisa, Kentucky**

Observed the installation and load testing of helical piers. Performed special inspections of reinforced steel and concrete. Performed in-place density testing services for the dense graded aggregate (DGA) located in the parking lot.

**Holzer Clinic**

**Athens, Ohio**

Provided full-time quality assurance services during the installation of geo piers (rammed aggregate piers). Observed load testing of test piers.



## Bobby Jackson, Sr.

### Engineering Technician III

Mr. Jackson works for S&ME's New Albany office as an Engineer Technician. Mr. Jackson specializes in the following areas: Foundation Testing (Dynamic Cone Penetrometer, Reinforcing Steel, drilled shafts); Soil Compaction Testing by Nuclear Methods; Concrete Testing (Concrete Core Drilling); Asphalt Testing (Density Testing by Nuclear Methods).

### Key Projects and Assignments

#### Omni Hotel

Louisville, Kentucky | 2016

Serves as Special Inspector. Observes excavation and steel placement. Also observes structural piles, grout testing and embankment fill.

3136-16-002

#### World Logistic Center Building #2

Louisville, Kentucky | 2016

Testing of engineered fill including cement stabilization. He also completed electronic reports documenting the observations, any discrepancies, the resolution, and testing results and communicated with the structural consultant.

Observation of Utilities being placed (Drain pipe, sanitary sewer and Fire loop)

3136-15-003

#### World Logistic Center Building #1

Louisville, Kentucky | 2015

Project Technician responsible for reinforced concrete including proper reinforcing steel alignment, type, and placement; concrete placement including formwork, placement, and curing; type, and placement; testing of engineered fill including cement stabilization. He also completed electronic reports documenting the observations, any discrepancies, the resolution, and testing results and communicated with the structural consultant.

3183-15-043

#### Louisville Bridges Downtown Crossing

Louisville, Kentucky | 2013-2016

Testing of engineering fill, testing of concrete placement on bridge decks, testing of soil cement stabilization and compaction testing by nuclear density. Also completed electronic reports documenting the observations, any discrepancies, the resolution, and testing results and communicated with the structural consultant. 1831-13-795

#### Central Baptist West Parking Garage

Lexington, Kentucky | 2014

Performed reinforced concrete inspections including reinforcing steel and concrete placement observation. Also submitted a report documenting the observations and testing results. A copy was sent to the client, and contractor.

#### PROJECT ROLE

Engineering Technician III

#### LOCATION

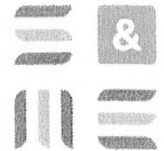
New Albany, IN

#### YEARS OF EXPERIENCE

Joined S&ME in 2014 with 10 years experience

#### CERTIFICATIONS

- INDOT Certified Technician
- ACI – Concrete Field Testing Technician Grade 1
- ACI - Concrete Strength Testing Technician
- Precast/Prestressed Concrete (PCI) Level I
- ICC - Special Inspector Soils
- KYTC Superpave Plant Technician
- KYTC – Structures Inspectors Level I
- KYTC – Asphalt Field Technician
- KYTC – Aggregate Sampling Technician
- KYTC – Grade and Drain Level I
- KEPSC for Roadway Inspectors
- AASHTO SiteManager - certified



Certifications Continued:

- Radiation Safety,  
Nuclear Gauge and  
Hazmat Training

3183-14-024

**University of Kentucky Dining Commons  
Lexington, Kentucky | 2014**

Performed reinforced concrete inspections including reinforcing steel and concrete placement observation. Also submitted a report documenting the observations and testing results. A copy was sent to the client, and contractor.

3183-15-001

**University of Kentucky Fine Arts  
Lexington, Kentucky | 2014**

Performed reinforced concrete inspections including reinforcing steel and concrete placement observation. Also submitted a report documenting the observations and testing results. A copy was sent to the client, and contractor.

3183-14-003

**University of Kentucky Academic Science Building  
Lexington, Kentucky | 2014**

Performed reinforced concrete including proper reinforcing steel alignment, type, and placement; concrete placement including formwork, placement, and curing; testing of engineered fill; reinforced masonry including proper reinforcing steel alignment, type, and placement. He also completed electronic reports documenting the observations, any discrepancies, the resolution, and testing results and communicated with the structural consultant.

3183-14-062

**University of Kentucky Commonwealth Stadium  
Lexington, Kentucky | 2013**

Technician drilled shaft inspections; reinforced concrete including proper reinforcing steel alignment, type, and placement; concrete placement including formwork, placement, and curing; testing of engineered fill; reinforced masonry including proper reinforcing steel alignment, type, and placement. He also completed electronic reports documenting the observations, any discrepancies, the resolution, and testing results and communicated with the structural consultant.

1833-13-1037



## Matthew Shuler

### Staff Professional I

Mr. Shuler is a Staff Professional with S&ME, Inc. He has 5 years of experience in the construction industry. His experience includes performing field and laboratory testing of soils, concrete, foundations, and reinforcing steel.

### Key Projects and Assignments

#### KY Lock Downstream Monoliths

##### Grand Rivers, Kentucky

Worked as Materials Testing Technician. Observed concrete pours for structures, obtained samples and ran slump, temperature, air content, and unit weight field tests. Fabricated 6x12 cylinders for compressive strength testing.

#### I-Move

##### Louisville, Kentucky

Mr. Shuler is working as a Materials Testing Technician. His duties include performing in-place nuclear density and moisture tests on cement stabilized soils for roadway subgrade and aggregate for shoulder stone. He obtains soil samples and runs laboratory soil proctors. Retrieves concrete cylinders made in the field and transports back to New Albany lab for compressive strength testing.

#### University of Louisville Residence Hall

##### Louisville, Kentucky | 2020 – 2021

Full time field inspector for the construction of new residence hall for the U of L. The new 135,000 square foot five story building will be supported on drilled shaft foundations with grade beams. The structure will be a combination of engineered steel and insulated concrete form walls. The floors will be hollow core concrete plank. Mr. Shuler has been performing soil and concrete placement tests and observations.

#3136-20-004

#### Nucor Steel Facility

##### Brandenburg, Kentucky | 2020 – 2022

Mr. Shuler has been performing a full range of Special Inspection services for the construction of a new plate mill facility and associated features. The mill will be approximately 1.8 million square feet with over 2 million cubic yards of soil cut and fill.

#3183-20-008

#### Ports of Indiana (POI)

##### Truck to Rail to Water

##### Jeffersonville, Indiana | 2020-Present

On this project, Mr. Shuler observes fill placement for railroad embankment construction and conducts in-place nuclear density and moisture tests on the material. Other duties include observing foundation construction (footing excavations and installation of reinforcing steel), field tests on soil bearing

#### PROJECT ROLE

Staff Professional I

#### LOCATION

New Albany, IN

#### EDUCATION

- BS Business Management, University of Kentucky, 1997

#### YEARS OF EXPERIENCE

Joined S&ME in 2018 with 20 years of management experience

#### CERTIFICATIONS

- ACI Concrete Field Testing Level I
- ICC Soils Special Inspector
- ICC Soils Masonry
- KYTC Aggregate Technician
- KYTC Superpave Plant Technologist
- KYTC Structures Inspection Level I
- KYTC Grade and Drain I
- KEPSC Roadway Inspectors
- INDOT Bridge Construction and Deck Repair
- INDOT Concrete Paving
- INDOT Hot Mix Asphalt Paving



#### CERTIFICATIONS CONT'D

- INDOT Construction Earthworks
- INDOT Construction Procedures 1
- INDOT Construction Procedures 2
- U.S. DOT Hazmat

pressure of footings (DCP) and field tests on concrete placed in foundations (slump, air, temp, unit weight). He also observes placement of pipe structures. Reporting the installation was to INDOT Standard Specifications.

3136-19-002

#### **DECA Joint Forces Headquarters Frankfort, Kentucky | 2021 – 2022**

Mr. Shuler was a full time field inspector in charge of providing oversight to S&ME's team. The construction consisted of a 2-story building founded on a combination of drilled shaft and rock bearing mat foundations. The structure is framed with structural steel and cold formed steel, have a slab on grade and slab-on-deck. Site improvements include new sidewalks, storm and sanitary structures, and dumpster pad.

#### **I-65 Clark Co. Additional Travel Lanes Seymour, Indiana | 2019-2020**

Mr. Shuler worked as a Highway Inspector. Working with E&B paving on addition of a 3<sup>rd</sup> lane both north and southbound. Observe daily operations and report quantities to Indiana Department of Transportation. Measure and report square yards of geotextiles for subbase, erosion control blanket, and old pavement removal. Measure and report cubic yards of aggregate used for subbase and shoulder stone. Run compaction tests (Lightweight Deflectometer) on cement stabilized soil for subgrade and aggregate for shoulder stone. Observe installation and report quantities of sheet signs, panel signs, LED street lights, and CCTV camera poles. Perform slump and air content tests on concrete used for foundations of camera poles and panel signs. Observe and report quantities of installed underdrain pipe.

3136-17-007

#### **JCTC AMIT Center Louisville, Kentucky | 2018-2019**

Performed special inspections on the construction of building pad. Observed common excavation and performed in-place nuclear density tests on controlled fill for building pad. Observed concrete foundation construction. Ran DCP tests for bearing pressure at bottom of foundations. Observed and reported configuration and sizing of reinforcing steel. Acquired concrete samples for temperature, slump, and air content field tests. Sample was also used to make sets of 4 by 8 inch cylinders for compressive strength tests.

3136-18-008

#### **Air Commerce 3 Louisville, Kentucky | 2018**

Mr. Shuler conducted field tests on concrete that was poured for the floor slab and outdoor dock aprons. The tests consisted of slump, temperature, unit weight, and air content. He made cylinders for 7, 28, and 54 day break tests performed by the New Albany lab.

3136-17-014

#### **Capital Plaza Office Building 4-Story Parking Garage**

*\*Experience with previous employer.*



**Frankfort, Kentucky | 2018**

Mr. Shuler observed augered cast pile installations for the foundation. He counted the number of pump strokes going into the augered excavation to ensure the proper volume of grout was to spec. Mr. Shuler then insured the proper reinforcing steel was installed into the grout. A sample was used for daily temperature and flow cone tests. He made one set (six) cubes used for a 7 and 28 day break tests performed at the Lexington lab.

3183-18-013

**Louisville Metro City Streets - Asphalt**

**Louisville, Kentucky | 2018**

Mr. Shuler ran Quality Assurance for Hall Paving. He followed the roller and performed density readings on asphalt using a Pavement Quality Indicator (PQI) device. He also acquired paved asphalt cores for lab tests of density, air voids, and specific gravity.

3136-17-012

**3136-18-015 Pigeon Creek Monopole**

**3136-18-017 Buffalo Hill Tower**

**3136-18-018 Briarfield Tower**

**3136-18-019 Middleton Tower**

**3136-18-020 Dishman Tower**

**3183-18-060 Copperline Tower**

**3183-19-005 Roaring Springs Tower**

**3183-19-021 Sharon Grove AT&T Tower**

**3183-19-022 Greenbriar AT&T Tower**

**3183-19-023 Dalton AT&T Tower**

For the ten cell towers listed above, Mr. Shuler observed and reported the depth of the drilled shaft and the configuration and sizing of the reinforcing steel. He acquired a sample of the poured concrete and ran field tests consisting of temperature, slump, and air content. He also made a set of 4 by 8 inch cylinders for compressive strength testing.



**AGREEMENT FOR SERVICES**

Form AS-071

Date: August 27, 2024	Job Number: 24360118
S&ME, Inc. (hereafter Consultant)	Client Name: BULLITT COUNTY PUBLIC SCHOOLS (hereafter Client)
Address: 400 Industrial Blvd. City: New Albany State: IN Zip: 47150	Address: 1040 Highway 44E City: Shepherdsville State: KY Zip: 40165
Telephone: 812-920-2900 Fax:	Telephone: Fax:
<b>PROJECT</b>	
Project Name: Phase_II_Athletics_and_North_Bullitt_Field_House	
Project location: (Street Address) 1040 Highway 44E	
City: Shepherdsville State: KY Zip: 40165	
<b>SERVICES TO BE RENDERED</b>	
Proposal Number: 24360118 dated: 2024-08-27 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:

- 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.
- 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.

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### 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: BULLITT COUNTY PUBLIC SCHOOLS

S&ME, Inc.

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name / Title)

\_\_\_\_\_  
(Print Name / Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROPOSAL NUMBER: 24360118

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



## Fee Estimate for Fabrication Shop Inspections

Project: Bullitt Co Schools PH2 Bid Pack No. 2 (Shop Inspections)			
Location: Shepardsville, KY			
Client: Studio Kremer Architects			
Proposal Number:	Estimated By: JLB	Date:	09/26/24
<b>Description</b>	<b>Field House -North Bullitt</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>
			<b>Estimated Price</b>

<b>Structural Steel - Fabrication Shop - Based on 10 Site Visits</b>	<b>10</b>				
Structural Bolting/CWI	50.0	HR	\$ 115.00	\$	5,750
Trip Charge	10.0	TR	\$ 50.00	\$	500
Project Manager (review of test and field reports)	5.0	HR	\$ 165.00	\$	825
Administrative Support (type and distribute test reports)	2.0	HR	\$ 68.00	\$	136
<b>Subtotal</b>				<b>\$</b>	<b>7,211</b>
<b>Total</b>				<b>\$</b>	<b>7,211</b>

Checked By: CLY



# ECS Southeast, LLC

Proposal for Construction Materials Testing and Special Inspections Services

## Phase II Athletics Fields Improvements and N-Field House

3200 East Hebron Lane

Shepherdsville, Bullitt County, Kentucky 40165

ECS Proposal Number 61: P3653

September 9, 2024







## ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

September 9, 2024

Attention: Mr. Danny Clemens, Director of Facilities  
The Bullitt County Public Schools  
235 East Second Street  
Shepherdsville, Kentucky 40165

C/O: Mrs. Cate Noble Ward, AIA  
Studio Kremer Architects  
1231 South Shelby Street  
Louisville, Kentucky 40203

Reference: Proposal for Construction Materials Testing and Special Inspection Services  
**Phase II Athletics Fields Improvements and Field House**  
3200 East Hebron Lane  
Shepherdsville, Bullitt County, Kentucky 40165  
ECS Proposal Number 61: P3653

Dear Mrs. Noble Ward:

ECS Southeast, LLC (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, LLC**

Mahmood Salman

CMT Project Manager

Liz Blandford, PE

Principal Engineer/Office Manager

1762 WATTERSON TRAIL, LOUISVILLE, KY 40299 • T: 502-493-7100 • F: 502-493-8190

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP  
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • www.ecslimited.com

## PROJECT UNDERSTANDING

The proposed construction consists of field improvements to the existing baseball and softball fields at Bullitt East High School (Bullitt East), Bullitt Central High School (Bullitt Central) and North Bullitt High School (North Bullitt).

The proposed project at Bullitt East includes construction of a new concession stand (1-story, with a small portion that is 2-story, slab on grade, masonry wall with steel joists and roof, building bearing on shallow foundations), a new home dugout for the softball field (1-story, slab on grade, masonry wall with steel joists, building bearing on shallow foundations), new home and away dugouts for the baseball field (1-story, slab on grade, masonry wall with steel joists, building bearing on shallow foundations), new bleachers for both the baseball and softball fields (steel framed bleachers sitting on a slab on grade with a backstop masonry wall), construction of a new concrete track skirt around the existing track, and installation of a new turf field on both the softball and baseball fields (includes regrading of the existing fields and installation of an underdrain system).

The proposed project at Bullitt Central includes construction of a new concession stand with a canopied walkway (2-story, slab on grade, masonry wall with steel joists and roof, building bearing on shallow foundations), new bleachers for both the baseball and softball fields (steel framed bleachers sitting on a slab on grade with a backstop masonry wall), and installation of a new turf field on both the softball and baseball fields (includes regrading of the existing fields and installation of an underdrain system).

The proposed project at North Bullitt includes construction of a new concession stand (1-story, slab on grade, masonry wall with steel joists and roof, building bearing on shallow foundations), new home and away dugouts for the softball field (1-story, slab on grade, masonry wall with steel joists, building bearing on shallow foundations), new home and away dugouts for the baseball field (1-story, slab on grade, masonry wall with steel joists, building bearing on shallow foundations), new bleachers for both the baseball and softball fields (steel framed bleachers sitting on a slab on grade with a backstop masonry wall), and installation of a new turf field on both the softball and baseball fields (includes regrading of the existing fields and installation of an underdrain system). Along with the field improvements described at North Bullitt, a new field house with indoor practice field will be constructed (2-story, approximately 50,000 square-foot, masonry and steel framed, slab on grade building bearing on shallow foundations).

Based on our current understanding of project details, ECS would conduct special inspections in accordance with the 2018 Kentucky Building Code (based on the 2015 International Building Code) and the provided list of special inspections included in the structural and architectural drawings provided by Studio Kremer Architects, dated June 24, 2024. It is our understanding that there is little mass grading required for the planned construction.

## SCOPE OF SERVICES

Based on our review of provided documents dated June 24, 2024, discussions with the project team, and other related projects, we anticipate providing the following construction materials testing services:

**Soils (2015 International Building Code Section 1705.6):**

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) (2015 International Building Code Section 1705.3):**

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 (2015 International Building Code Sections 1704.2.5 and 1705.2):**

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 (2015 International Building Code Section 1705.4):**

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 for a total lump sum fee of **\$101,300** based on our current understanding of the project specifications for each of the three schools (Bulliet East Field Improvements - **\$28,500**, Bulliet Central Field Improvements - **\$16,700**, and North Bulliet Field Improvements and Field House - **\$56,100**). Estimated fees are detailed on the attached spreadsheet. Our estimated fees include an additional 24 hours have been worked into the estimate for cancelled on-site, rescheduled, or reworked areas.

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 (timeframe to complete each lab test will be dependent on the test) within 48 hours of the completion 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.

September 9, 2024

ECS SOUTHEAST, LLC

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.

Associate  
Licensed in KY, OH  
m: 502-322-5276



Lexington + Louisville  
[www.brownkubican.com](http://www.brownkubican.com)



**2022 PSMJ A/E/C Awards**  
Premier Award for Superior Client Satisfaction | #1 in the US  
Employer of Choice Award for Committed Employee Engagement | Top 10 in the US

**ECS SOUTHEAST, LLC**  
**2024-2025 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. Administrative Level.....	\$ 65.00/hour

**Laboratory Services/Miscellaneous**

1. Compressive strength of concrete cylinders (ASTM C-39) .....	\$ 20.00/each
2. Compressive strength of grout prisms (ASTM C-1019) .....	\$ 25.00/each
3. Standard Proctor Moisture Density Relationships (ASTM D-698) .....	\$250.00/each
4. Atterberg Limits Tests (ASTM D-4318).....	\$150.00/each
5. Sieve Analyses (ASTM D-1140).....	\$150.00/each
6. Natural Moisture Contents (ASTM D-2216) .....	\$ 15.00/each
7. Equipment Maintenance Fees	
a. General Equipment .....	\$ 50.00/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 .....	\$800.00/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, LLC**

Project Name: Phase II Athletics Fields Improvements and Field House  
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, LLC  
TERMS AND CONDITIONS OF SERVICE**

The professional services ("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 and shall form the Agreement between ECS and CLIENT.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project 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, agents, contractors and consultants ("Contractors"). 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 or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee 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 and/or CLIENT'S contractors and consultants. 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 Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors 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 or fee schedule to reflect any 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 Contractors, 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 agents, subcontractors and/or subconsultants ("Subconsultants"), 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 and its Subconsultants 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 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 Subconsultant'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 first 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 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, previous 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 its 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 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 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. 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 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, fall protection, 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 of CLIENT'S Contractors or any of their subcontractors.
- 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 Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk 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 in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are 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 or on-call 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 or on-call 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 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 may 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 date. 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 and CLIENT'S 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 \$50,000, 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 to 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 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.
- 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 calendar (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, 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.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). 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 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' acceptance of this Proposal and these Terms and their agreement to be fully bound to them. 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.

## Cate Noble Ward

---

**From:** Mahmood Salman <MSalman@ecslimited.com>  
**Sent:** Friday, September 20, 2024 10:34 AM  
**To:** Amy Hagan; Liz Blandford, P.E.  
**Cc:** Liz Blandford, P.E.; Cate Noble Ward; Andy Barger  
**Subject:** Re: RFP for Special Inspection Services - Bullitt County Public Schools - Phase II Athletics and North Bullitt Field House

Good morning, Amy.

We would like to propose an additional amount of \$10,000 on top of the previously \$101,300. This adjustment assumes that our CWI will be conducting ten visits to the steel fabricator, covering all three projects.

Thank you for your consideration, and please let me know if you have any questions.

Get Outlook for iOS

---

**MAHMOOD SALMAN** | MSalman@ecslimited.com

Project Manager

T 502.493.7100 D 502.208.2716 C 502.334.8130

ECS SOUTHEAST, LLC



*Confidential/proprietary message/attachments. Delete message/attachments if not intended recipient.*

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**From:** Amy Hagan <ahagan@bkse.net>  
**Sent:** Thursday, September 19, 2024 2:14:48 PM  
**To:** Mahmood Salman <MSalman@ecslimited.com>; Liz Blandford, P.E. <LBlandford@ecslimited.com>  
**Cc:** Liz Blandford, P.E. <LBlandford@ecslimited.com>; Cate Noble Ward <Cate@studiokremer.com>; Andy Barger <abarger@bkse.net>  
**Subject:** [EXTERNAL] RFP for Special Inspection Services - Bullitt County Public Schools - Phase II Athletics and North Bullitt Field House

Hello Mahmood and Liz,

We are considering **not** requiring the Steel Fabricator to be AISC certified, which means that "Inspection of Fabricators" (KBC 1704.2.5) will need to be included in Special Inspections. Would you be able to provide the additional lump sum fee that you would charge for this, that would be in addition to the proposed \$101,300? The fabricator in question is SES, located in Lexington, KY.

Please let me know if you have any questions.

Thanks,

Amy Hagan, PE



A UES Company

# CONSULTING SERVICES INCORPORATED

Geotechnical & Materials Engineering | IBC Special Inspection | Material Testing

August 27, 2024

Bullitt County Public Schools  
Mr. Danny Clemens  
%  
Studio Kremer Architects  
1231 S Shelby Street  
Louisville, Kentucky 40203

Attn: Ms. Cate Noble Ward

Subject: Proposal for Special Inspections  
Bullitt County Phase II Athletics and North Bullitt Field House  
Bullitt County, Kentucky  
CSI Proposal Number:9327

Dear Ms Ward:

Consulting Services Incorporated (CSI) appreciates the opportunity to provide our proposal for Kentucky Building Code (KBC) Special Inspection services for the referenced project. This proposal is being provided in response to the request for proposal received from your office via email on August 20, 2024. This proposal provides a discussion of project information, our proposed scope of services, and proposed fees.

## PROJECT INFORMATION

We understand you are requesting a proposal to provide Special Inspections for the Bullitt County Phase II Athletics and North Bullitt Field House located in Bullitt County, Kentucky. Based the information provided the project the project includes site work in preparation for the installation of synthetic turf at the baseball and softball fields at Bullitt Central High School, Bullitt East High School and North Bullitt High School and will also include buildings around the athletic fields that include new dugouts, concession and restroom buildings. Also at North Bullitt High School, a 50,000 S.F. Field House will be constructed next to the existing football stadium.

It is our understanding that KBC Special Inspections are required for the construction within the footprint of the building and they are intended to comply with Chapter 17 of the Kentucky Building Code and section 014110 of the project specifications. The KBC Special Inspection services have been identified to be provided during the following work divisions:

- Inspection of Fabricators - KBC Citation 1704.2.5
- 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. We will work closely with the Design Professionals, Contractors and the Owner to help resolve structural deviations that may delay or even stop you from obtaining your anticipated Certification of Occupancy approval.

- After each site visit is completed, a KBC Special 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 IBC Special Inspection Report and Weekly Progress Reports then sent to your project team.

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. 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.

#### **KBC SPECIAL INSPECTION SERVICES**

We will provide qualified construction KBC Special Inspection and construction quality control testing services in accordance with the project plans and specifications. The following scope of services have been prepared based on our review and understanding of the project documents provided as well as the requirements of the KBC for providing Special Inspections.

##### **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-

#### **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 anchors installed in hardened concrete comply with ACI 318.
5. Periodically verify the use of required design mix.
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 erection of precast concrete members.
10. Periodically verify formwork for shape, location and dimensions of the concrete member being formed.

#### **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 report results of the field testing and observations verbally to the appropriate on-site personnel. A daily Special Inspection report will be generated documenting the activities performed throughout the day. These reports will be distributed weekly in PDF format to the Project Team.

Upon completion of our services, we will provide one bound final report of inspections along with the Special Inspection reports to the Owner's Representative, Structural Engineer and Architect.

Laboratory testing will be performed at CSI's AASHTO accredited laboratory located at 858 Contract Street in Lexington, Kentucky.

### KBC SPECIAL INSPECTIONS COMPENSATION

Based on the documents provided and our experience with providing these types of services on similar projects, **we have established a Lump Sum Fee of \$175,000 to provide the required KBC Special inspections.**

We will invoice monthly based on a percent complete of the required special inspection and testing items through November 1, 2026. Other events that may result in additional costs can include:

1. Returning to the site for retesting and/or re-observations of services previously found deficient.
2. Subsurface conditions different than those expected or encountered during the geotechnical exploration.
3. Engineering support for evaluating site conditions.
4. 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.
5. Services provided beyond 8-hours per workday, Sundays, or Holidays. These services will billed as additional services at the overtime rate shown in the fee schedule portion of this proposal.

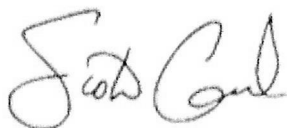
### AUTHORIZATION

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**



Scott Gevedon  
Project Manager



Shawn Ferrell  
Project Manager

### Fee Schedule

#### KBC Special Inspection Services

Construction Engineering Inspector – Day Rate, .....	\$ 675.00
Construction Engineering Inspector – Half Day Rate, .....	\$ 500.00
Construction Engineering Inspector –Overtime Rate, Hourly, .....	\$ 95.00
Certified NDT Weld Inspector - Day Rate .....	\$ 1200.00
Certified Weld/Framing Inspector - Day Rate .....	\$ 950.00
Certified Weld/Framing Inspector - Half Day Rate.....	\$ 525.00
Certified Weld/Framing Inspector –Overtime Rate, Hourly,.....	\$ 135.00
Fab Shop Inspection - Day Rate .....	\$1200.00

#### Engineering Services

Project Engineer, per hour.....	\$ 125.00
<del>Senior Engineer, per hour.....</del>	<del>\$ 150.00</del>
Project Manager, per hour (included in daily rate) .....	\$ 95.00
Clerical, per hour (included in daily rate) .....	\$ 40.00
Project Manger/Engineer, per day (for site meetings/visits).....	\$ 550.00

#### Laboratory Testing Services

Concrete Compressive Sets (4"x 8"" 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.....	\$ 80.00
Sieve Analysis (ASTM D422, includes Hydrometer), each .....	\$ 125.00
Sieve Analysis for Aggregates (ASTM C 136), each.....	\$ 65.00

#### 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 8 hours per work day (Monday through Saturday), or on Saturdays, Sundays, or Holidays. This cost is not included in the noted fee.
- Requested Engineering support will be invoiced separately on a time and materials basis.

## PROPOSAL ACCEPTANCE AGREEMENT

<b>CSI SERVICES:</b>			
Services Description:	KBC Special Inspections		
Project Name:	Bullitt County Phase II Athletics and North Bullitt Field House		
Proposal Number:	9327	Proposal Date:	August 27, 2024
<b>CLIENT – CSI will perform the Services referenced in the Proposal for and charge the Invoice to the account of:</b>			
Client Name:	Bullitt County Public Schools		
Full Address:	1040 Highway 44 East, Shepherdsville, Kentucky 40165		
Company Contact:	Mr. Danny Clemens		
E-mail Address:	<a href="mailto:danny.clemens@bullitt.kyschools.us">danny.clemens@bullitt.kyschools.us</a>		

### 1 - THE AGREEMENT

- a. This AGREEMENT is made by and between: **CSI Lexington, LLC**, hereinafter referred to as CSI, and **Bullitt County Schools** hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. **9327**, dated **August 27, 2024** and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 30 days from **August 27, 2024**.
- d. The technical pricing information contained in this PROPOSAL submitted by CSI is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of CSI.
- e. It is intended by the parties to this AGREEMENT that CSI'S services in connection with the project shall not subject CSI'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CSI, a Kentucky corporation, and CLIENT expressly waives CLIENT's rights against any of CSI'S employees, officers or directors.

### 2 - STANDARD OF CARE

- a. CLIENT recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CSI will be based solely on information available to CSI. CSI is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

- b. CSI offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. CLIENT has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CSI makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by CSI.

### 3 - SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CSI to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CSI free access to the site. CSI will take reasonable precautions to reduce damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CSI will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CSI arising from damage done to subterranean structures and utilities not identified or accurately located.

### 4 - CHANGED CONDITIONS

- a. ~~If during the course of performance of this AGREEMENT conditions or circumstances are discovered which were not contemplated by CSI at the commencement of this AGREEMENT, CSI shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and CSI shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.~~

### 5 - SAMPLES AND CUTTINGS

- a. CSI will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are CLIENT's responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. CLIENT shall take custody of all monitoring wells, probe holes and borings installed by CSI and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at CLIENT'S expense.

### 6 - OBSERVATION

- a. CLIENT recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, CLIENT shall retain CSI to observe construction when CSI has provided engineering services. CLIENT understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should CSI for any reason not provide construction observation during the implementation of CSI's plans, specifications, and recommendations, or should CLIENT restrict CSI's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against CSI, and indemnify, defend, and hold CSI and its affiliated companies harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by CSI.
- b. If 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, then this paragraph applies. For the specified assignment, CSI will report observations and professional opinions to CLIENT. No action of CSI's site representative can be construed as altering any AGREEMENT between CLIENT and others. CSI will report to CLIENT observed conditions related to services for which CSI has been retained to perform which, in CSI's

- professional opinion, do not conform with plans and specifications. CSI has no right to reject or stop work of any agent of the CLIENT. 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 work of any party retained by CLIENT to provide field or construction-related services.
- c. CSI shall not be required to sign any document, no matter by whom requested, that would result in CSI having to certify, guarantee, or warrant the existence of conditions whose existence CSI cannot ascertain. CLIENT agrees not to make resolution of any dispute with CSI or payment of any amount due to CSI in any way contingent upon CSI signing any such document.
  - d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
  - e. CSI will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
  - f. CSI will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. CSI will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by CSI.
  - g. Construction materials tests performed by CSI on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. CSI'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

## 7 - JOBSITE

- a. Unless specifically set forth in the PROPOSAL, CSI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. CSI shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CSI or its employees or its subcontractors on a site shall imply that CSI controls the operations of others, nor shall this be construed to be acceptance by CSI of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, CSI'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and CSI shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CSI of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site 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 scope of work or termination of 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. CLIENT agrees to compensate CSI for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. CSI agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CSI and its affiliated companies harmless for any and all consequences of disclosures made by CSI, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

- f. CLIENT will be responsible for ultimate disposal of any samples secured by CSI, which are found to be contaminated.

## 8 - BILLING AND PAYMENT

- a. CLIENT will pay CSI in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by CSI, and will be due and payable thirty (30) days from the date of the invoice. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CSI in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. CLIENT recognizes that late payment of invoices results in extra expenses for CSI. CSI retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of CSI'S invoices are not paid when due, CSI reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. CSI may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

## 9 - TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, CSI will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

## 10 - ALLOCATION OF RISK

### 10.1 LIMITATION OF LIABILITY

- a. CSI and CLIENT have evaluated the risks and rewards associated with this project, including CSI'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of CSI to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or CSI'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of CSI'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, CSI'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, CSI agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party.

### 10.2 INDEMNIFICATION

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and CSI each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the

extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and CSI, they shall be borne by each party in proportion to its negligence.

- b. CLIENT shall indemnify and hold harmless CSI, its affiliated companies, agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to CSI in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2 (a) above regarding the negligent performance of CSI, CLIENT shall reimburse CSI for or otherwise indemnify, defend, and save CSI, its affiliated companies, agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.
- d. CSI shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third-party liability as described in Paragraph 10.2 (b) above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

#### **11 - CONTINUING AGREEMENT**

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

#### **12 - PREVAILING WAGE AND UNION MEMBERSHIP**

- a. Unless CLIENT specifically informs CSI in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless CSI and its affiliated companies from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

#### **13 - THIRD PARTY RELIANCE UPON REPORTS**

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without CSI'S written consent. CLIENT shall defend, indemnify and hold harmless CSI, its affiliated companies, officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without CSI'S written consent.

#### **14 - NON-SOLICITATION OF EMPLOYEES**

- a. CLIENT recognizes that CSI, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of CSI may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to



hire an employee of CSI either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any CSI employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

## 15 - DISPUTES RESOLUTION

- a. All claims, disputes, and other matters in controversy between CSI and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law, CSI shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.
- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
  - (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
  - (2) the prevailing party in any arbitration or litigation between CSI and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

## 16 - GOVERNING LAW AND SURVIVAL

- a. The law of the State of Kentucky will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

## 17 - SUCCESSORS AND ASSIGNS

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

## 18 - OTHER PROVISIONS

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

## 19 - FUTURE SERVICES

- a. All future services rendered by CSI at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

**20 - SIGNATURES**

- a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

**Company:**

Bullitt County Public Schools

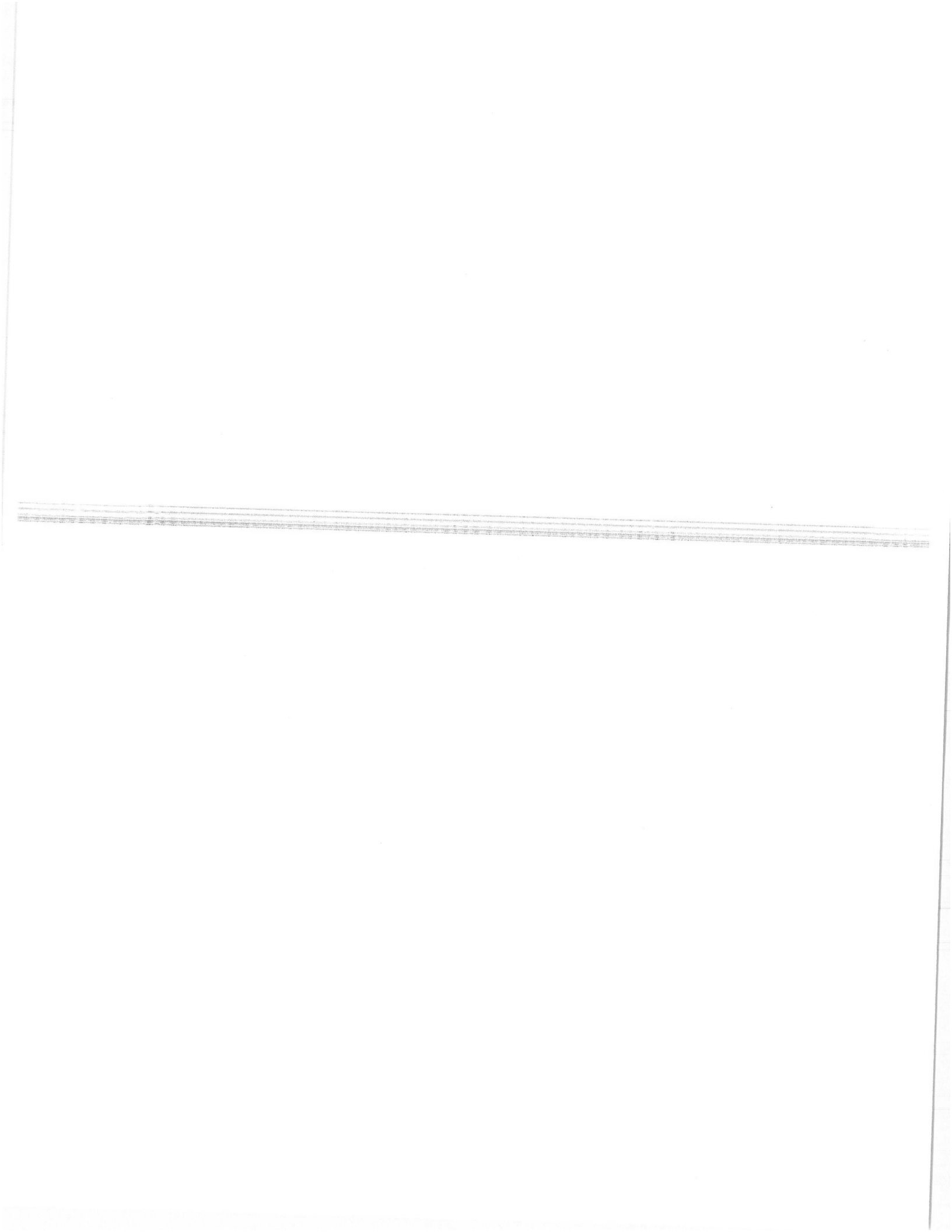
Consulting Services Incorporated

Print Name of Authorized Representative:

Signature of Authorized Representative:

Title of Authorized Representative:

Accepted Date:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2025

6/18/2024

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

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

PRODUCER Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000  
kcasu@lockton.com

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Columbia Casualty Company	NAIC # 31127
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1495229 S&ME INC.  
7112 ZIONSVILLE ROAD  
INDIANAPOLIS IN 46278

**COVERAGES**

CERTIFICATE NUMBER: 20680495

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ XXXXXXXX
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ XXXXXXXX
							GENERAL AGGREGATE	\$ XXXXXXXX
							PRODUCTS - COMP/OP AGG	\$ XXXXXXXX
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			NOT APPLICABLE			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ XXXXXXXX
							E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	MCH591970498	7/1/2024	7/1/2025	\$5,000,000 PER CLAIM / \$5,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: FOR INFORMATIONAL PURPOSES ONLY.

**CERTIFICATE HOLDER**

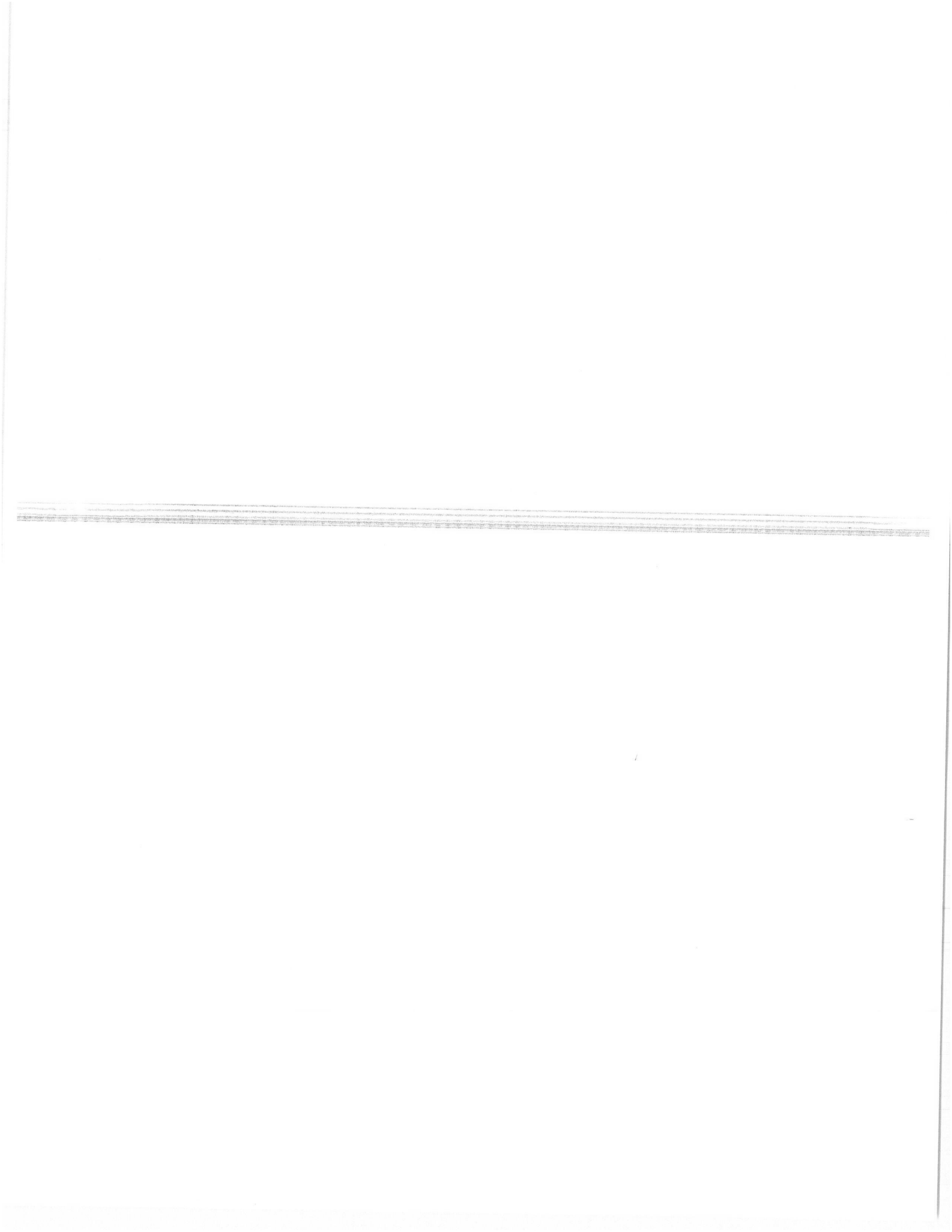
20680495  
S&ME INC.  
7112 ZIONSVILLE ROAD  
INDIANAPOLIS IN 46278

**CANCELLATION**

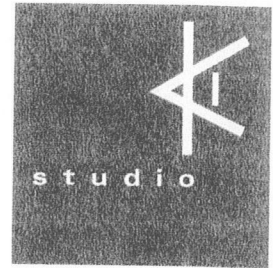
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Amello*



September 26, 2024



## 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:  
**Phase II Athletics – Baseball and Softball Field Improvements and North Bullitt Field House**  
BG# 24-192 | ska# 2023-50

Mr. Clemens:

We recommend **S&ME, Inc.** to provide special inspection services for the soil, concrete, and steel inspections for the Phase II Athletics Project. S&ME provided the second lowest cost proposal. The project's Structural Engineer, Brown + Kubican, has reviewed the submitted proposal and recommends S&ME based on past experience. Request for Proposals were issued to three (3) companies and three (3) proposals were provided as listed below:

1.) <b>S&amp;ME, Inc.</b>	<b>\$113,411 (Lump Sum Fee)</b>
2.) ECS Southeast, LLP	\$111,300 (Lump Sum Fee)
3.) Consulting Services, Inc. (CSI)	\$175,000 (Lump Sum Fee)

The post-bid BG-1 included an estimated cost of \$300,000 for special inspections by a third-party agency. Please note, CSI was engaged on an hourly basis to provide special inspections services since the Award of Contract to Calhoun Construction Services on 7-29-2024. As of October 1<sup>st</sup>, hourly services with CSI will end and S&ME's lump sum proposal for Special Inspection services will be in effect until the end of Construction.

Based on a project of this size and scope, Brown + Kubican has typically required steel fabricators to be AISC certified. However, Calhoun Construction Services provided a cost savings of \$350,000 if a different steel subcontractor was used for the Field House Construction. To maintain quality of steel work, B+K has asked the Special Inspector to perform these inspections separately at the Fabrication shop. The added cost to S&ME's proposal was \$7,211.00 which is included in the lump sum value listed above.

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) **S&ME - Phase II Athletics Field Improvements and North Bullitt Field House**
  - a. **Lump Sum fee proposal for Fabrication Shop Inspections also provided.**
- (2) ECS - Phase II Athletics Field Improvements and North Bullitt Field House-Rev

studio kremer architects

1231 S Shelby St, Louisville, KY 40203

TEL 502.499.1100 FAX 502.499.1101

- a. Lump Sum fee proposal for Fabrication Shop Inspections also provided.
- (3) CSI - Phase II Athletics Field Improvements and North Bullitt Field House