



Powell County Middle School Wall Repair

Proposal for Special Inspections and Material Testing

February 14, 2025 | Proposal Number: PN3251016

2460 Palumbo Drive
Lexington, KY 40509
P (859) 303-9000



Nationwide
[Terracon.com](https://www.terracon.com)

- Facilities
- Environmental
- Geotechnical
- Materials

January 22, 2025

JRA Architects
301 East Vine Street
Lexington, KY 40507

Attn: Mr. Erich Steva, AIA, LEED AP BD+C
P: (859) 252-6781
E: esteva@jrarchitects.com

Re: Powell County Middle School Wall Repair
770 West College Avenue
Stanton, KY 40380
Terracon Proposal No. PN3251016

Dear Mr. Steva:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide Special Inspections and Materials Testing services for the above referenced project. This proposal outlines our understanding of the project and presents a scope of services and a unit rate fee schedule with a cost estimate for our work.

Safety

Safety is one of Terracon's core values and our commitment to an "*Incident and Injury-Free (IIF)*" philosophy is one of the pillars of our culture. Successful execution and delivery include the need to work safely and keep our employees and the public safe every day. Terracon is very much a safety-oriented company. We strive to build health and safety into all aspects of our business and into the thinking of our employees. The culture is continued further in our everyday work culture, with all meetings beginning with an *IIF* moment and safety discussion.



What is Incident and Injury-Free (IIF)?

IIF is about care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, budget, and schedule. *IIF* is our commitment to our people, who we value for who they are and what they do.

Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries, and accidents will not be viewed as problems to make go away, but as opportunities to strengthen *IIF*. *IIF* is about developing a mindset intolerant of any incidents or injuries no matter how minor or infrequent.

Our Rules to Live By

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IIF is about Our Rules to Live By and is at the foundation of Terracon's *IIF* culture. These give employees clear, specific ways to stay safe on the job, covering essential aspects of safety including personal protective equipment (PPE), equipment and tools, working at heights and depths, motorized vehicle safety, and reporting of injuries. We regularly follow and discuss *Our Rules to Live By* in our offices and on job sites to ensure everyone is following these fundamental rules. Our focus on pre-task planning also serves to reinforce this message every day.

We cannot just tell someone to "be safe." We can request our employees follow *Our Rules to Live By*. These rules include pre-task planning for each task every day, as well as following the safe work practices they have been trained to follow to complete work at a task level. Our Rules to Live By have made a measurable difference in keeping our employees safe and in helping us preserve the trust and business with our clients.

Project Information

We understand that the project will be located at Powell County Middle School in Stanton, KY. The project will include the construction of a for a new exterior masonry wall for the Gym. The construction will consist of a new masonry wall and structural steel framing roof structure. At the time of this proposal, we did not have a construction schedule for the project. Terracon has prepared a scope of construction materials testing and inspection services based on our experience with projects of similar size and type, available information, as well as review of the following documents:

- Construction Plans & Specifications: Dated 1-25-25
- Project Specifications: Dated 1-25

Should any of the above assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

Scope of Services

Terracon's approach to providing Special Inspections and Materials Testing services is to assign qualified multi-disciplined engineering technicians, directed by professionals experienced in geotechnical engineering and various construction materials engineering and processes. The daily observation and testing reports will be reviewed by our project manager under the supervision of a professional engineer registered in the State of Kentucky, Samuel Guy.

Based on the information provided with your proposal request, the referenced documents, and our experience with projects of similar size and scope, we anticipate that our scope of services would generally consist of the following:

Special Inspections & Materials Testing:

1. Structural Masonry:

- Observe the construction and grouting of concrete masonry walls.
- Observe the placement of reinforcing steel for quantity, size, configuration, lap
- Preparation of required grout and mortar specimens.
- Type, size, and location of anchors.
- Cleanliness of grout space prior to grouting.
- Preparation of required grout, mortar, and prisms.

2. Structural Anchors:

- Review anchors and products being used for conformance to contract documents. Observe installation for compliance to manufacturers specifications. Perform pull test to 125% of allowable design load per manufacturers specifications (Minimum of 25% of total anchors, to include a minimum of one of each type, size or embedment).

3. Structural Steel and Metal Deck Observation and Testing:

- Visually check bolted/welded connections in accordance with applicable AISC and AWS specifications at the Jobsite.
- Visual inspection of member connections for proper method, i.e., weld, screw, clips, and quantity.
- Ultrasonic testing of complete and partial penetration shop/field groove welds (of appropriate base material thickness, typically $\geq 5/16"$),
- Continuous inspection during fit-up and shop/field welding of single-pass fillet welds $>5/16"$, multi-pass fillet welds, and complete and partial penetration groove welds.
- Visual inspection of elevated metal decking to assess decking type/gauge and weld and fastener quality and spacing,
- Visual inspection of high-strength bolt installation for snug tight joints,
- Visual inspection of high-strength bolt installation for fully pre-tensioned joints utilizing the turn-of-the-nut method with match-marking techniques, the direct tension indicator method, or the alternate design fastener (twist-off) method. (Note: For projects requiring fully pre-tensioned/slip critical high strength bolted connections, pre-installation verification testing of the bolt assemblies in accordance with the RCSC's Specification for Structural Joints Using ASTM A325 or A490 Bolts is required to be observed by the Special Inspection firm. If the erector does not provide a torque tension measuring device such as a Skidmore-Wilhelm Bolt Tension Calibrator, Terracon can provide this equipment for additional charges and additional observation /monitoring time will be necessary.
- Visual inspection of steel frame joint details,
- Review of material markings, reports, and certificates (structural steel; mill test reports; bolts, nuts, washers; weld filler materials).

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Regardless of schedule, Terracon has ample, qualified local staff to meet this project's deadlines. Our technicians meet the certification and experience requirements of the project, including certifications through the American Concrete Institute (ACI), the International Code Council (ICC), and the American Welding Society (AWS).

We also request that a full set of project drawings and specifications, as well as addendums and RFIs, be provided for our use prior to the start of construction activities.

Unless arrangements are made to perform the work in a different manner, the responsibility of our field personnel will consist of making observations, performing tests, and then reporting their findings to an authorized person such as the site superintendent for appropriate action.

If substandard work is being performed or if materials of inferior quality are being used, it will be the responsibility of your authorized person to have these conditions corrected. Should it be possible to correct such conditions amicably on the basis of oral recommendations by our Authorized Project Reviewer, it can be done in this manner. However, if it becomes necessary to reject material, or to discontinue the work, we expect that someone other than our personnel make such decisions.

Access to observations and/or testing locations that will require the use of ladders, scaffolding, aerial lifts, etc. must be provided by others.

Scheduling Guidelines

Dispatch/Scheduling Phone Number: (859) 303-9000

Our services will be provided on an "as requested" basis when scheduled by your representative. We recommend that you utilize the "Dispatch/Scheduling Phone Number" between the hours of 7:00 am and 4:00 pm. During scheduling the following information should be provided to our dispatcher to best serve you:

- Project name and location
- Date and time of the requested service(s)
- Services required (please do not assume that technicians carry all equipment)
- Onsite location(s) of the requested service(s)
- Anticipated quantities of materials (i.e., cubic yards of concrete)
- Onsite contact information (name and phone number, if possible)

Please note that we would prefer you schedule our services in a timely manner and need to cancel them than to not call at all or call late.

During part-time testing we require a minimum 24-hour notice in order to schedule personnel for our services as described above to avoid delays to construction activities. If our services are not scheduled according to this time frame, we will make every reasonable effort to accommodate your needs but may be unable to provide service. Terracon will only provide testing when contacted by your designated representative and will not be responsible for required testing if we are not scheduled.

Compensation

Our services will be provided on a unit rate basis in accordance with the attached unit rate fee schedule. At the time of this proposal, we have not been provided with a construction schedule, so we have based our fee off of the duration of work items. Our estimate is broken down in detail on the attached budget worksheet. We have based our fee on the expected cost of construction and our experience with similar projects of scope, size, and construction. Our estimate is broken down in detail on the attached budget worksheet. **Based on our understanding of scope and timeframes we recommend an estimated budget of \$7,638.00 be established for the project.** The above cost would not be exceeded without your prior approval.

Authorization

This proposal has been prepared for the exclusive use of listed client and may be accepted by executing the attached agreement for services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within 60 days from the listed proposal date.

We appreciate this opportunity, and we look forward to working with you on this project. If you have any questions, please give us a call at your earliest convenience

Thank you for your consideration.

Sincerely,

Terracon Consultants, Inc.

Matthew Vernon

Matthew Vernon
Project Manager

Aaron Layne
Senior Principal/National Director

Enclosures:

Estimated Budget

Unit Rate Fee Schedule

Agreement for Services

Fee Estimate

Materials Services
Powel County Middle School
Terracon Proposal No. PN3251016

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Post Installed Anchors						\$ 347.50
Engineering Technician	\$ 60.00	4	hours	1	4	\$ 240.00
Project Manager	\$ 130.00	0.25	hours	1	0.25	\$ 32.50
Trip Charge	\$ 75.00	1	days	1	1	\$ 75.00
Masonry Construction						\$ 4,020.00
Engineering Technician	\$ 60.00	5	hours	8	40	\$ 2,400.00
Project Manager	\$ 130.00	0.25	hours	8	2	\$ 260.00
Compressive Strength of 3x6 inch Grout Prism	\$ 20.00	4	tests	8	32	\$ 640.00
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder	\$ 20.00	6	tests	1	6	\$ 120.00
Trip Charge	\$ 75.00	1	days	8	8	\$ 600.00
Structural Steel						\$ 1,710.00
Structural Steel Technician	\$ 95.00	7	hours	2	14	\$ 1,330.00
Trip Charge (CWI)	\$ 190.00	1	days	2	2	\$ 380.00
Sample Pickups						\$ 910.00
Engineering Technician	\$ 60.00	2	hours	4	8	\$ 480.00
Project Manager	\$ 130.00	0.25	hours	4	1	\$ 130.00
Trip Charge	\$ 75.00	1	days	4	4	\$ 300.00
Administrative						\$ 650.00
Project Manager	\$ 130.00	4	hours	1	4	\$ 520.00
Administrative	\$ 65.00	2	hours	1	2	\$ 130.00
Total						\$ 7,637.50



2025 SCHEDULE OF SERVICES AND FEES CONSTRUCTION MATERIALS ENGINEERING

Personnel

Senior Engineer, per hour	\$ 210.00
Program Manager, per hour	\$ 185.00
Project Manager/Engineer, per hour	\$ 130.00
Certified Welding Inspector (CWI), (ASNT Level II), per hour	\$ 95.00
Engineering Technician, per hour	\$ 60.00
Administrative Assistant, per hour	\$ 65.00
Fire-resistant Penetration & Joints Inspector	\$ 120.00

Transportation

Minimum Vehicle Charge, per trip	\$ 75.00
Minimum Vehicle Charge, per trip (CWI)	\$190.00

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 15 percent for handling and include, but are not limited to the following:

Travel, express charges, legal and accounting fees, computer time and programming costs, external consultants, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

Minimum Charge • Overtime Rates • Expert Testimony

A 4 (4) hour minimum charge for personnel is applicable to all trips made for the performance of testing, inspection, or consulting services. All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for hours worked in excess of 8 hours per day Monday through Friday, and any hours worked on weekends, and Terracon holidays.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

The fees, hourly rates and other charges for the services furnished under this proposal agreement are derived from the customary hourly wages paid to our technical staff. These rates are not formulated to comply with any prevailing wage rates or union scale wages. In the unlikely event that it is later determined that prevailing wage/union scale rates are required under this agreement, then a retroactive equitable adjustment in the hourly fees will be made in the event that the current wage rates are less than the wages required to be paid under prevailing wage rates.



Concrete Tests

Cylinder Compression Test (ASTM C-39), each.....	\$ 20.00
CMU Compression Test, each	\$ 75.00
Cube Compression Test (ASTM C-109), each	\$ 20.00
Grout Prism Compression Test, 3" x 6", each	\$ 20.00

Soils Laboratory Tests

Classification

Moisture Content and visual classification, each	\$ 15.00
Atterberg Limits (ASTM D-4318 Method A), each	\$ 95.00
Sieve Analysis washed over No. 200 Sieve, each	\$ 120.00
Hydrometer and Sieve Analysis, each.....	\$ 170.00

Compaction

Optimum moisture / maximum density relations (proctors)	
ASTM D-698, method A & B, each.....	\$ 175.00
ASTM D-698, method C, each	\$ 185.00
ASTM D-1557, method A & B, each.....	\$ 190.00
ASTM D-1557, method C, each	\$ 210.00

Soils Field Service Equipment

Technician time will be charged at the appropriate hourly rate plus:	
Nuclear density gauge/DCP, per trip.....	\$ 50.00

NOTES AND ASSUMPTIONS:

- An overtime factor of 1.5 will apply for time in excess of 8 hours per day (Monday through Friday) and for Saturday, Sunday, and Holiday work.
- Other services can be quoted upon request.
- Special supplies, permits, equipment, sampling, field testing, onsite facilities, grading contractors, water trucks, bulldozers, surveyors or other support services will be billed at cost plus 15 percent.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between JRA Architects KY ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Powell County Middle School project ("Project"), as described in Consultant's Proposal dated 02/11/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. 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 return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. 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, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kentucky law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**By: Matthew Vernon Date: **2/14/2025**Name/Title: **Matthew B Vernon / Department Manager I**Address: **2460 Palumbo Dr
Lexington, KY 40509-1117**Phone: **(859) 303-9000** Fax: **(859) 303-9001**Email: **Matthew.Vernon@terracon.com**Client: **JRA Architects KY**

By: _____ Date: _____

Name/Title: **Eric Steva / Project Manager**Address: **3225 Summit Square PI Ste 200
Lexington, KY 40509-2657**

Phone: _____ Fax: _____

Email: **esteva@jrarchitects.com**