



April 9, 2025

Simpson County Board of Education  
C/O Ross Tarrant Architects  
101 Old Fayette Avenue  
Lexington, Kentucky 40502

Attention: Ms. Emma Moore

Reference: **Proposal for Special Inspections and Construction Materials Testing  
Simpson County CTE Alternative School Addition**  
Franklin, Simpson County, Kentucky  
S&ME Proposal No. 25360054

Ms. Moore:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for special inspections and construction materials testing services for the above referenced project. This proposal is based on an RFP letter sent to Mr. Harold Oney with S&ME regarding the Simpson County CTE Imp & Alt school addition dated April 2<sup>nd</sup> 2025. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees. Our Agreement for Services is attached and incorporated as part of this proposal.

This proposal is solely intended for the services described below. Use of this proposal and resulting documents, including the final deliverables, is limited to the above referenced project and client. No other use is authorized by S&ME, Inc.

## ◆ Project Information

We understand that the project consists of the construction of an 8,900 square foot building addition. Cement stabilization is required for new pavements. Associated site work includes asphalt roads and parking, gravel road, concrete sidewalks and curbs, cement stabilization for new pavements, and associated storm drainage and grading.

The proposed construction period scheduled for this project is from May of 2025 and is expected to be completed in October of 2026 (17 Months).



## ◆ Scope of Services

### Soil Testing

- ◆ Perform 5 trips to the site for 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 proof-rolling of the exposed subsoil. Areas above final grade will be proof-rolled after they are cut to grade, and areas below final grade will be proof-rolled before fill is placed.
- ◆ Observe any undercutting operations to determine when the specified materials have been exposed.
- ◆ Perform laboratory standard Proctor tests (ASTM D698) and laboratory classification tests to determine the moisture/density relationship and classifications of proposed fill soils.

### Foundation/Footing Testing – Soil Bearing Foundations

- During concrete testing visits, 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 observe 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

- During concrete testing visits, 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

- ◆ Perform 6 trips to the site for concrete testing.
- ◆ Periodic observation and documentation of the use of the required design mix.
- ◆ Periodic observation of anchors cast in concrete for size, type, and proper installation
- ◆ Periodic observation of post-installed anchors in hardened concrete.
- ◆ Continuous observation of concrete placement for proper application technique.
- ◆ Periodic observation of curing temperatures and techniques.
- ◆ 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 project specifications.
- ◆ Cure, test and report result of compressive strength tests on concrete specimens.

## Special Inspections and Construction Materials Testing

### Simpson County CTE Alternative School Addition

Franklin, Simpson County, Kentucky

S&ME Proposal No. 25360054



#### Structural Steel

- ◆ Perform 1 trip to the site for structural steel observations.
- ◆ Observe and document in accordance with AISC 360.
- ◆ Observe the steel erection process and verify materials.
- ◆ Observe welds for size, length, plan orientation, and quality per AWS D1.1 criteria.

#### Asphalt Paving

- Perform 5 trips to the site during paving operations.
- Observe a proof-roll of the subgrade prior to the placement of the stone base and identify any obvious soft areas for remediation.
- Perform in-place Nuclear Field Density testing on the crushed stone base.
- Perform in-place Nuclear Field Density testing on both the base and surface layers of the asphalt paving.

#### Spray Applied Fire-Resistant Materials

- ◆ Perform 1 trip to the site to observe the fire proofing materials.
- ◆ Document application and perform thickness, coverage, and density tests on sprayed-on fireproofing upon completion of successive stages.

### ◆ General

We will assign a project manager to direct our services 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-hour 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.

### ◆ Compensation

We developed an Opinion of Probable Cost fee for Structural Tests and Construction Materials Testing, Special Inspection, and other requested tests of about **\$33,500.00**. This Opinion of Probable Cost is based on a review of the plans without a detailed project schedule.

Variations from the required scope of services will necessitate an adjustment. We will invoice the project monthly on a unit rate basis.



## ◆ Authorization

An Agreement for Services is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to the Agreement for Services or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

## ◆ Closure

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,  
**S&ME, Inc.**

A handwritten signature in blue ink, appearing to read 'JL Thompson'.

Jason L. Thompson, P.E.  
Senior Engineer

A handwritten signature in blue ink, appearing to read 'Christopher Yohe'.

Christopher L. Yohe, P.E.  
Principal Engineer / Vice President

Attachments:  
Fee Estimate  
Agreement for Services



## Fee Estimate

|   |       |                  |                    |                |           |               |
|---|-------|------------------|--------------------|----------------|-----------|---------------|
| Project: Simpson County Board of Education addition                                 |       |                  |                    |                |           |               |
| Location: Franklin, KY  |       |                  |                    |                |           |               |
| Client: RossTarrant   |       |                  |                    |                |           |               |
| Proposal Number: 25360054   |       | Estimated By: JT |                    | Date: 04/07/25 |           |               |
| Description   |       |                  | Estimated Quantity | Unit Price     | Estimated | Price         |
| <b>Sitework - Based on 10 site visits</b>   |       |                  |                    |                |           |               |
| Soils Technician  | 100.0 | HR               | \$                 | 53.00          | \$        | 5,300         |
| Nuclear Gauge Rental  | 10.0  | DA               | \$                 | 45.00          | \$        | 450           |
| Standard Proctor  | 2.0   | EA               | \$                 | 180.00         | \$        | 360           |
| Atterberg Limits  | 2.0   | EA               | \$                 | 90.00          | \$        | 180           |
| Vehicle Charge  | 10.0  | TR               | \$                 | 50.00          | \$        | 500           |
| Project Manager/Engineering Site Trips (proofroll subgrade)                         | 2.0   | HR               | \$                 | 145.00         | \$        | 290           |
| Project Manager (review of test and field reports)                                  | 8.0   | HR               | \$                 | 145.00         | \$        | 1,160         |
| Senior Project Manager/Engineer Review  | 5.0   | HR               | \$                 | 205.00         | \$        | 1,025         |
| Administrative Support (type and distribute field reports)                          | 5.0   | HR               | \$                 | 70.00          | \$        | 350           |
| One-Time Job Setup Fee  | 1.0   | EA               | \$                 | 360.00         | \$        | 360           |
| <b>Subtotal</b>   |       |                  |                    |                | <b>\$</b> | <b>9,975</b>  |
| <b>Foundations - Shallow - Based on 3 site visits</b>                               |       |                  |                    |                |           |               |
| Concrete Technician   | 24.0  | HR               | \$                 | 54.00          | \$        | 1,296         |
| Concrete Technician (OT)  |       | HR               | \$                 | 81.00          | \$        | -             |
| Concrete Cylinders - Foundations (sets of 5)  | 3.0   | SET              | \$                 | 100.00         | \$        | 300           |
| Concrete Cylinders - Stem Wall (sets of 5)  | 3.0   | SET              | \$                 | 100.00         | \$        | 300           |
| Equipment   | 3.0   | DA               | \$                 | 25.00          | \$        | 75            |
| Vehicle Charge  | 3.0   | TR               | \$                 | 50.00          | \$        | 150           |
| Project Manager (review of test and field reports)                                  | 2.0   | HR               | \$                 | 145.00         | \$        | 290           |
| Senior Project Manager/Engineer Review  | 1.0   | HR               | \$                 | 205.00         | \$        | 205           |
| Administrative Support (type and distribute field reports)                          | 2.0   | HR               | \$                 | 70.00          | \$        | 140           |
| <b>Subtotal</b>   |       |                  |                    |                | <b>\$</b> | <b>2,756</b>  |
| <b>Concrete Floor Slabs - Based on 3 site visits</b>                                |       |                  |                    |                |           |               |
| Concrete Technician   | 24.0  | HR               | \$                 | 54.00          | \$        | 1,296         |
| Concrete Cylinders (sets of 5)  | 2.0   | SET              | \$                 | 100.00         | \$        | 200           |
| Equipment   | 3.0   | DA               | \$                 | 25.00          | \$        | 75            |
| Vehicle Charge  | 3.0   | TR               | \$                 | 50.00          | \$        | 150           |
| Project Manager (review of test and field reports)                                  | 1.5   | HR               | \$                 | 145.00         | \$        | 218           |
| Administrative Support (type and distribute break reports)                          | 1.0   | HR               | \$                 | 70.00          | \$        | 70            |
| <b>Subtotal</b>   |       |                  |                    |                | <b>\$</b> | <b>2,009</b>  |
| <b>Masonry - Based on 10 Site Visits</b>  |       |                  |                    |                |           |               |
| Special Inspector - Structural Masonry  | 100.0 | HR               | \$                 | 54.00          | \$        | 5,400         |
| Masonry Grout Prisms (sets of 4)  | 0.0   | SET              | \$                 | 340.00         | \$        | -             |
| Mortar Cubes (sets of 6)  | 0.0   | SET              | \$                 | 90.00          | \$        | -             |
| Grout Prisms (sets of 4)  | 10.0  | SET              | \$                 | 60.00          | \$        | 600           |
| Equipment   | 10.0  | DA               | \$                 | 25.00          | \$        | 250           |
| Vehicle Charge  | 10.0  | TR               | \$                 | 75.00          | \$        | 750           |
| Project Manager (review of test and field reports)                                  | 4.0   | HR               | \$                 | 145.00         | \$        | 580           |
| Senior Project Manager Review   | 2.0   | HR               | \$                 | 205.00         | \$        | 410           |
| Senior Engineer Review  | 1.0   | HR               | \$                 | 205.00         | \$        | 205           |
| Administrative Support (type and distribute break reports)                          | 4.0   | HR               | \$                 | 70.00          | \$        | 280           |
| <b>Subtotal</b>   |       |                  |                    |                | <b>\$</b> | <b>8,475</b>  |
| <b>Fire Proofing and Fire Resistive Joint Penetrations - Based on 2 Site Visits</b> |       |                  |                    |                |           |               |
| Special Inspector - Fire Proofing   | 24.0  | HR               | \$                 | 115.00         | \$        | 2,760         |
| Fire Proofing Density Samples   | 3.0   | EA               | \$                 | 75.00          | \$        | 225           |
| Equipment   | 3.0   | DA               | \$                 | 25.00          | \$        | 75            |
| Vehicle Charge  | 3.0   | TR               | \$                 | 75.00          | \$        | 225           |
| Project Manager (review of test and field reports)                                  | 2.0   | HR               | \$                 | 145.00         | \$        | 290           |
| Senior Project Manager Review   | 1.0   | HR               | \$                 | 205.00         | \$        | 205           |
| Senior Engineer Review  | 1.0   | HR               | \$                 | 205.00         | \$        | 205           |
| Administrative Support (type and distribute test reports)                           | 1.0   | HR               | \$                 | 70.00          | \$        | 70            |
| <b>Subtotal</b>   |       |                  |                    |                | <b>\$</b> | <b>4,055</b>  |
| <b>Structural Steel - Based on 1 Site Visits</b>                                    |       |                  |                    |                |           |               |
| Special Inspector- Soils  | 6.0   | HR               | \$                 | 60.00          | \$        | 360           |
| Vehicle Charge  | 3.0   | TR               | \$                 | 40.00          | \$        | 120           |
| Project Manager (review of test and field reports)                                  | 1.0   | HR               | \$                 | 145.00         | \$        | 145           |
| Administrative Support (type and distribute field reports)                          | 1.0   | HR               | \$                 | 70.00          | \$        | 70            |
| <b>Subtotal</b>   |       |                  |                    |                | <b>\$</b> | <b>695</b>    |
| <b>Floor Flatness</b>   |       |                  |                    |                |           |               |
| Floor Flatness Technician   | 20.0  | HR               | \$                 | 115.00         | \$        | 2,300         |
| Equipment   | 1.0   | DA               | \$                 | 120.00         | \$        | 120           |
| Vehicle Charge  | 1.0   | TR               | \$                 | 75.00          | \$        | 75            |
| Project Manager (review of test and field reports)                                  | 0.5   | HR               | \$                 | 145.00         | \$        | 73            |
| Administrative Support (type and distribute test reports)                           | 0.5   | HR               | \$                 | 70.00          | \$        | 35            |
| <b>Subtotal</b>   |       |                  |                    |                | <b>\$</b> | <b>2,603</b>  |
| <b>Total</b>  |       |                  |                    |                | <b>\$</b> | <b>33,567</b> |

|                 |
|-----------------|
| Checked By: CLY |
|-----------------|



## AGREEMENT FOR SERVICES

Form AS-071

|  |   |
|--|---|
| Date: April 15 2025  | Job Number: 25360054  |
| S&ME, Inc.<br>(hereafter Consultant)   | Client Name: Simson County Board of Education<br>(hereafter Client) |
| Address: 1913 Unruh Court<br>City: New Albany<br>State: IN Zip: 47150  | Address: 430 S College St<br>City: Franklin<br>State: KY Zip: 42134 |
| Telephone: 812-920-2900<br>Fax:  | Telephone:<br>Fax:  |
| PROJECT  |   |
| Project Name: Simpson County CTE School Addition<br>Project location: (Street Address) 430 College St<br>City: Franklin State: KY Zip: 42134                     |   |
| SERVICES TO BE RENDERED  |   |
| Proposal Number: 25360054 dated: 04/15/2025 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 the 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.

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.

The following information is required for CONSULTANT to properly submit invoices to the CLIENT. Completion is required before execution of this document.

Purchase Order Number (if not required, note NA): \_\_\_\_\_

CLIENT Project Number (if not required, note NA): \_\_\_\_\_

Email Address for Submitting Invoices (if not allowed, note NA): \_\_\_\_\_

Website for Invoice Submission (if not required, note NA): \_\_\_\_\_

For Website Invoice Submission, include instructions for sign-up and process document for invoice submission.

Monthly deadline for invoice submission to ensure prompt processing (if none, note NA): \_\_\_\_\_

Legal Entity Name required on invoice: \_\_\_\_\_

Address required on invoice: \_\_\_\_\_

CLIENT Accounts Payable contact name: \_\_\_\_\_

CLIENT Accounts Payable contact phone number: \_\_\_\_\_

CLIENT Accounts Payable email address: \_\_\_\_\_

Additional invoicing instructions: \_\_\_\_\_

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

information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

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

14. **CERTIFICATIONS**: Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION**:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable

control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, 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 \$5,000,000 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.
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: \_\_\_\_\_

S&ME, Inc.

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

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

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

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

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

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

PROPOSAL NUMBER: 25360054