

DEPARTMENT OF FACILITIES

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

MEMO

TO: Dr. Jesse Bacon, Superintendent
FROM: Danny Clemens, Director of Facilities
Date: June 19, 2025
RE: Phase III Athletics BCHS and BEHS Physical Science Centers Special Inspections for Board Approval

We recommend UES to provide building code required special inspections during the construction of the Phase III Athletics Project. Request for Proposals were issued to three (3) companies, and three (3) proposals were received.

A list of proposals received is below including the proposed lump sum fees:

- 1.) UES
\$81,600 (Recommended)
- 2.) S&ME
\$84,000
- 3.) ECS Southeast, LLP
\$84,500

The initial BG-1 included an estimated cost of \$200,000 for special inspections by a third-party agency.

I recommend approval of this request.

Attachments

Attachment 1-Architect Recommendation
Attachment 2-UES Proposal
Attachment 3-SM&E Proposal
Attachment 4-ECS Southeast Proposal

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

June 18, 2025



Special Inspections Services Recommendation

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

REFERENCE: Bullitt County Phase III Athletics - Physical Science Centers at
Bullitt Central High School
Bullitt East High School
Bullitt County Public Schools | Bullitt County, Kentucky
BG# 25-145 | ska# 2023-50.1

Mr. Clemens:

We recommend UES to provide building code required special inspections during the Construction of the Phase III Athletics Project. Request for Proposals were issued to three (3) companies, and three (3) proposals were received.

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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) UES – SPIN Proposal - Phase III Athletics
- (2) S&ME - SPIN Proposal - Phase III Athletics
- (3) ECS - SPIN Proposal - Phase III Athletics

studio kremer architects

1231 S Shelby St, Louisville, KY 40203

TEL 502.499.1100 FAX 502.499.1101



June 11, 2025

Bullitt County Schools
1040 Highway 44 East
Shepherdsville, Kentucky 40165

Attn: Mr. Danny Clemens, Director of Facilities

Re: Proposal for Special Inspections and Construction Materials Testing
Bullitt County Athletics Phase 3
Shepherdsville, Kentucky
UES Proposal No. A25132.00186.000

Dear Mr. Clemens,

UES appreciates the opportunity to provide our proposal for Special Inspections and construction materials testing services for the referenced project. This proposal is being provided in response to the request for proposal received from you via email on January 2, 2025. This proposal provides a discussion of the project information provided, our proposed scope of services, and proposed fees.

Project Information

The project will include construction of additions existing Bullitt Central High School located at 1040 Highway 44 East in Shepherdsville, Kentucky and Bullitt East High School Located at 11450 Highway 44 east located in Mount Washington, Kentucky. The construction will include a new 2 story additions consisting of approximately 50,000 square feet The new facilities will be constructed utilizing a shallow concrete foundation system with masonry bearing walls, concrete slabs, precast concrete planks and a structural steel frame.

It is our understanding that KBC Special Inspections are required for the construction within the building footprint and they are intended to comply with Chapter 17 of the Kentucky Building Code along with the project plans sheet S1.2, S1.3 and specifications section 014110. The KBC Special Inspection services have been identified to be required during the following work divisions:

- Structural Steel Construction - KBC Citation 1705.2
- Concrete Construction - KBC Citation 1705.3
- Masonry Construction - KBC Citation 1705.4
- Soil Construction - KBC Citation 1705.6

Our understanding of the project is based on the following project documents:

- *SPIN RFP Bullitt County Phase 3 Athletics, by Studio Kremer Architects, dated May 31, 2025*
- *Project Plans, by Studio Kremer Architects and BKSE, Inc, dated May 21, 2025*
- *Addendums 1, Studio Kremer Architects, dated May 30, 2025*

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 Project Team, Contractors and the Owner to help resolve any deviations that may delay or even stop you from obtaining your anticipated Certification of Occupancy approval.

After each site visit is completed, a Daily Field 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 items observed and tested. Any, 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 Weekly Progress Reports then sent to your project team.

Project Team

Barry Bishop, PE will be assigned as the Registered Professional Engineer Special Inspector for the project. Mr. Bishop has over 9 years of experience in the geotechnical and materials engineering industry. He understands the Owner wanting to have both a quality product with value. His specific specialties include earthwork issues, construction materials and project performance, forensic analysis of geotechnical and materials issues, large project planning and geologic-related construction planning and analysis. Mr. Bishop will oversee the technical aspects of the testing. He will also be available to assist in providing the owner, contractors and design professionals with a level of experience for any technical problems that may arise throughout the construction.

Bill Logan, SI, will be assigned as the day to day Project Manager and one of the alternate inspectors for the project. Mr. Logan has over 7 years of experience in the construction inspections area. He has integrated his knowledge of construction inspections activities throughout the years to effectively inspect field construction with multiple site contractors. Mr. Logan is certified by the International Code Council as a Soil Special Inspector He is also certified by ACI as a Concrete Field Testing Technician. His knowledge and experience will allow him to provide qualified services throughout the project.

Brian Agee, CWI, NDT Level II, will be assigned to perform the the structural steel welding inspection. Mr. Agee has over 30 years of experience in structural steel construction and weld inspection-related projects. His experience includes all aspects of NDT and inspections related to steel including manufacturing, mining, railroad, new construction, and aerospace industries. His specific areas of expertise include: Visual Inspections per the AWS D1.1 Structural Steel Construction, NDT methods such as VT, DRT, UT, MT, and PT. He is certified by American Welding Society as a Certified Weld Inspector (CWI).

James Agee, SI, will be assigned as the will be assigned as the on-site inspector for the project. for the project. Mr. Agee has over 9 years of experience in the construction materials testing area. Mr. Agee is certified by the International Code Council a Masonry Special Inspector, and a Soils Special Inspector. He is also certified by ACI as a Concrete Field Testing Technician, and NICET as Level II in Concrete and Soils. His knowledge and experience will allow him to provide qualified services throughout the project. Mr. Agee's experience also involves consulting with contractors and owners to resolve problems discovered in the field, discrepancies in the plans and specifications, trouble

shooting defective materials and construction techniques, providing recommendations concerning field changes, and other construction management functions.

Special Inspections and Construction Materials Testing Services

We will provide qualified construction KBC Special Inspection and construction quality assurance 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 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-QC-2011 Table 1.1, Table 1.2, Table 1.3, Table 1.4, Table 1.5, Table 1.6, Table 1.7, and Table 1.8

Concrete Construction - KBC Citation 1705.3

1. Periodically observe the Grade, Placement and Condition of Reinforcing Steel as per ACI 318.
2. Periodically observe anchors to be installed in concrete prior to and during the placement of concrete
3. Periodically verify the use of the required design mix as per ACI 318
4. Periodically verify proper grade and ASTM designation of reinforcing steel
5. Periodically verify anchors installed in hardened concrete comply with ACI 318
6. Continuously verify placement techniques are within requirements of ACI 318 and the project specifications

7. Continuously sample and test fresh concrete for slump, air content, temperature and produce compression test specimens as per ASTM C172, C31 and ACI 318. Perform compressive-strength tests as per ASTM C39
8. Periodically observe the specified curing temperature and techniques as per ACI 318
9. Periodically verify formwork for shape, location and dimensions of the concrete member being formed
10. Periodically perform floor flatness and levelness of the concrete slabs in accordance with ASTM E1155 to verify conformance to approved project specifications

Masonry Construction - KBC Citation 1705.4

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

Soils Construction - KBC Citation 1705.6

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

General

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

- Report daily inspection and observation activities to the on-site representative.

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

Compensation

We have reviewed the aforementioned project documents to aid in development of our cost proposal. Based on this information reviewed and our experience with performing these services on similar projects, we have established a total **Lump Sum Fee of \$81,600** to perform the required **KBC Special Inspections**:

Item	Quantity
Concrete Construction	36 full days, 10 half days
Structural Steel construction	14 full days
Soil Construction	10 full days
Fabricators	2 trips full Days
Masonry Construction	40 full day

We will invoice percent complete of the noted structural elements in accordance with the unit rates provided in the fee schedule For a full day of service (which contains up to eight (8) working hours, round trip mileage, one half hour of clerical service and review of daily field reports by project manager) you will be charged the "full day" unit rate. Similarly for a half day service visit (which contains up to five (5) working hours, one half hour of clerical service and review of daily field reports by project manager) you will be charged one "half-day" unit rate.

Events that may result in additional costs and not included in our costs can include:

1. Returning to the site for retesting and/or re-observations of services previously found deficient. 24-hours of retesting time is included in our lump sum cost. We agree to perform any retesting above the 24-hour allocated time, as requested by you or the Owner's representative. However, the Owner will be liable to UES for payment of the services, not the contractor, as UES will not be contracted with the contractor.
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, prior to 7:00 am EST and after 7:00 pm EST, on Saturdays, Sundays, or Holidays. These services will billed as additional services at the rate shown in the fee schedule portion of this proposal.

Scheduling

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

Our presence at the job site and our performance of testing services must not be construed as relieving the contractor from his responsibility to comply with the plans and specifications. Our representatives do not have the authority to supervise the work or direct contractor personnel. It is understood that our firm will not be responsible for job or site safety on this project.

Authorization

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

We appreciate your consideration of UES for this work and look forward to assisting you on the project. Please do not hesitate to call if you have any questions regarding the information contained herein.

Sincerely,
UES



Bill Logan, SI
Project Manager

Fee Schedule

KBC Special Inspections, Testing and Observation Services

Construction Engineering Professional – Soils & Concrete, per day	\$ 700.00
Construction Engineering Professional – Soils & Concrete, per ½ day	\$ 500.00
Construction Engineering Professional – Soils & Concrete, Overtime Rate, hr	\$ 105.00
Overtime Rate applicable for services provided prior to 7:00 am and after 7:00 pm EST, Saturdays, Sundays and Holidays	
Certified NDT Weld Inspector - Day Rate	\$1,200.00
Certified Weld/Framing Inspector - Day Rate	\$1,000.00
Certified Weld/Framing Inspector – Half-Day Rate	\$ 600.00
Certified Weld Inspector - Overtime Rate	\$ 150.00
Overtime Rate applicable for services provided prior to 7:00 am and after 7:00 pm EST, Saturdays, Sundays and Holidays	
Certified Firestop Inspector - Day Rate	\$1,200.00
Fab Shop Inspection – Day Rate	\$1,200.00
Floor Flatness/Levelness – Day Rate	\$ 750.00

Engineering Services

Project Engineer, per hour	\$ 160.00
Senior Engineer, per hour	\$ 200.00
Project Manager, per hour	\$ 120.00
Project Manager, per site meeting	\$ 600.00
Review & Distribution of Reports, per item (Included in Day & ½ Day Rate)	\$ 25.00
Clerical, per hour	\$ 55.00

Laboratory Testing Services

Concrete Compressive Sets (Set of 5), (including reserves), each	\$ 95.00
Standard Proctor (ASTM D 698), each	\$ 185.00
Atterberg Limits (LL, PL, PI) and Natural Moisture content, each	\$ 105.00

Miscellaneous

Nuclear Density Gauge, per day	\$ 50.00
Final Special Inspection Letter/Project Setup, each	\$ 150.00

Remarks

Services and fees not listed will be quoted on request.

A minimum of a ½ day rate will be charged for personnel per jobsite or field visit.

A "Day" is defined as eight (8) hours per day, portal to portal. A "1/2 Day" is defined as five (5) hours per day, portal to portal.

Overtime rates are applicable for services performed beyond 8-hours per day, prior to 7:00 am or after 7:00 pm EST, on Saturdays, Sundays and Holidays, and will be invoiced at a rate of \$105/hour.

PROPOSAL ACCEPTANCE AGREEMENT

UES SERVICES			
Services Description:	Special Inspections and Construction Materials Testing		
Project Name:	Bullitt County Athletics Phase 3		
Proposal Number:	A25132.00186.000	Proposal Date:	June 11, 2025
CLIENT – UES will perform the Services referenced in the Proposal for and charge the Invoice to the account of:			
Client Name:	Bullitt County Schools		
Full Address:	1040 KY-44 Shepherdsville, Kentucky 40165		
Company Contact:	Danny Clemens, Director of Facilities		
E-mail Address:	Danny.clemens@bullitt.kyschools.us		

1 - THE AGREEMENT

- a. This AGREEMENT is made by and between: UES Professional Solutions 25, LLC, hereinafter referred to as UES, and Bullitt County Schools hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the attached Proposal No. A25132.00186.000, dated June 11, 2025 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 June 11, 2025.
- d. The technical pricing information contained in this PROPOSAL submitted by UES 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 UES.
- e. It is intended by the parties to this AGREEMENT that UES'S services in connection with the project shall not subject UES'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 UES, a Kentucky corporation, and CLIENT expressly waives CLIENT's rights against any of UES'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 UES will be based solely on information available to UES. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. UES 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. UES makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by UES.

3 - SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the services set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted UES free access to the site. UES 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. UES will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against UES 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 UES at the commencement of this AGREEMENT, UES shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and UES shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

5 - SAMPLES AND CUTTINGS

- a. UES 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 UES 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 UES to observe construction when UES 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 UES for any reason not provide construction observation during the implementation of UES's plans, specifications, and recommendations, or should CLIENT restrict UES's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES 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 UES.
- b. If UES 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, UES will report observations and professional opinions to CLIENT. No action of UES's site representative can be construed as altering any AGREEMENT between CLIENT and others. UES will report to CLIENT observed conditions related to services for which UES has been retained to perform which, in UES's professional opinion, do not conform with plans and specifications. UES has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, UES'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. UES shall not be required to sign any document, no matter by whom requested, that would result in UES having to certify, guarantee, or warrant the existence of conditions whose existence UES cannot ascertain. CLIENT agrees not to make resolution of any dispute with UES or payment of any amount due to UES in any way contingent upon UES 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. UES 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. UES 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. UES 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 UES.
- g. Construction materials tests performed by UES on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. UESS 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, UES 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. UES shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of UES or its employees or its subcontractors on a site shall imply that UES controls the operations of others, nor shall this be construed to be acceptance by UES of any responsibility for jobsite safety.

Unless indicated otherwise in the PROPOSAL, UES'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and UES 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 UES 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. UES 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. UES and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. CLIENT agrees to compensate UES 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. UES 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 UES and its affiliated companies harmless for any and all consequences of disclosures made by UES, 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 UES, which are found to be contaminated.

8 - BILLING AND PAYMENT

- a. CLIENT will pay UES in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by UES, 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 UES 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 UES. UES 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 UES'S invoices are not paid when due, UES 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. UES 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, UES 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. UES and CLIENT have evaluated the risks and rewards associated with this project, including UES'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 UES to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or UES'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of UES'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, UES'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.
- 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 UES 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 UES, they shall be borne by each party in proportion to its negligence.
- b. CLIENT shall indemnify and hold harmless UES, 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 UES 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 UES, CLIENT shall reimburse UES for or otherwise indemnify, defend, and save UES, 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. UES 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 UES 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 UES 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 UES'S written consent. CLIENT shall defend, indemnify and hold harmless UES 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 UES's written consent.

14 - NON-SOLICITATION OF EMPLOYEES

- a. CLIENT recognizes that UES, 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 UES 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 UES 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 UES 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 UES 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, UES 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 UES 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 UES 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.

BULLITT COUNTY SCHOOLS

UES

(Signature)

Jesse Bacon
(Printed Name)

Superintendent
(Position)

6-19-25
(Date)

(Signature)

(Printed Name)

(Position)

(Date)



June 9, 2025

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

Attention: Mr. Danny Clemens, Director of Facilities
E: danny.clemens@bullitt.kyschools.us

C/O: Studio Kremer Architects
Ms. Cate Noble Ward, AIA
E: cate@sudiokremer.com

Reference: **Proposal for Construction Materials Testing and Special Inspection Services
Bullitt County Phase III Athletics**
Shepherdsville, Bullitt County, Kentucky
S&ME Proposal No. 25360099

Dear Mr. Clemens:

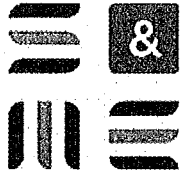
S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to provide Construction Materials Testing and 2018 Kentucky Building Code (KBC), based upon the 2015 International Building Code (IBC), Special Inspection Services for the referenced project. This proposal is issued in response to a Request for Proposal (RFP) dated May 31, 2025, received from Studio Kremer Architects on June 2, 2025.

This proposal describes our understanding of the project, discusses the intended scope of services 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

For this proposal, the following information was included as pdf files in the RFP:

- ◆ 01 41 10 BCHS BP1 - STRUCTURAL SPECIAL INSPECTION.pdf
- ◆ 01 41 10 BEHS BP1 - STRUCTURAL SPECIAL INSPECTION.pdf
- ◆ BCHS - 2 - Civil - Physical Science - 100% CD.pdf
- ◆ BCHS - 3 - Structural - Physical Science - 100% CD.pdf
- ◆ BEHS - 2 - Civil - Physical Science - 100% CD.pdf
- ◆ BEHS - 3 - Structural - Physical Science - 100% CD.pdf
- ◆ Phase III Athletics - add no. 1 - 05.30.25 - All Bid Packages.pdf



Proposal for Construction Materials Testing and Special Inspection Services

Bullitt County Phase III Athletics

S&ME Proposal No. 25360099

We understand that the project consists of the construction of two new fieldhouses at Bullitt East and Bullitt Central High Schools. 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 contractor. The planned fieldhouses will both be two-story structures constructed primarily of structural steel framing with concrete masonry unit (CMU) block infill and a brick façade. Both fieldhouses will have a footprint of approximately 50,000 square feet. Elevator pits are proposed for both facilities. A detailed construction schedule and geotechnical report was not provided, however; Drawings and specifications were provided for our review.

◆ S&ME Project Team

S&ME has assigned the following personnel to your project.

Name	Position	Credentials
Christopher L. Yohe, P.E.	Overall Quality Control Manager	Senior P.E. with over 20 years of Experience
William J. Young, P.E.	Senior Geotechnical Engineer	Senior P.E. with over 20 years of experience.
Justin Beckham, MSI, CWI	Project Manager	18 years of Experience as a Special Inspector and Project Manager. Master Special Inspector, Certified Welding Inspector
Bobby Jackson, SI	Lead Inspector	ICC Soils Special Inspector
Victor Humble, MSI, CWI	Associate Special Inspector	25 Years Experience as a Special Inspector Master Special Inspector, Certified Welding Inspector
Vinny Stilloe	Associate Special Inspector	ICC Soils Special Inspector

◆ 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; masonry testing; structural steel observations; and submittal of progress reports.

The following scope of services is based on our review and interpretation of Section 014110 of the project Specifications, the Structural Drawings, and the requirements set forth in the RFP, as well as the requirements of Chapter 17 of the Kentucky Building Code. A brief description of the services we are anticipated to provide is included below:

Soil Testing – 5 site visits up to 8 hours per visit

- 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.
- Perform laboratory standard Proctor tests (ASTM D698) and laboratory classification tests to determine the moisture/density relationship and classifications of proposed fill soils.

Foundation Observations – 28 site visits up to 8 hours per visit

- 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. S&ME will require a copy of the Project Geotechnical Reports in order to render an opinion on the adequacy of foundation bearing soils
- 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 and Cast-In-Place Concrete Construction – 16 site visits up to 6 hours per visit

- 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.
- 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.
- 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 – 45 site visits up to 6 hours per visit

- 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 – 8 site visits up to 8 hours per visit

- Observe and document the steel erection process in general accordance with AISC 360.
- Periodically observe the steel erection process and document materials used.



Proposal for Construction Materials Testing and Special Inspection Services

Bullitt County Phase III Athletics
S&ME Proposal No. 25360099

- 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 – 8 site visits up to 4 hours per visit

- 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.

Additional Requested Scope Items

- ♦ Per the RFP, we have included 24 hours of time to account for wasted trips or delays by the Contractor.
- ♦ The Special Inspector's designated Project Manager will attend any Pre-Construction or Progress meetings that may be conducted at the project site.
- ♦ Observe work for conformance with the approved drawings and specifications and prepare daily reports stating his/her observations based on site Civil Design. This includes work at paved areas at new roads, parking areas, and concrete walkways. This includes identifying and quantifying unsuitable soils to be remediated as recommended by the Geotechnical Engineer for those areas. Rock excavation will also be quantified to ensure allowance is used appropriately.

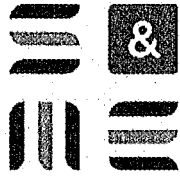
Progress Reports

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.

♦ **Client Responsibilities**

We ask that our client or the contractor be responsible for the following:

- ♦ Authorization to Proceed: Provide written authorization to proceed with our services as outlined herein.
- ♦ Provide a copy of the Project Geotechnical Report for both locations.
- ♦ Report Distribution: Provide us with applicable names and e-mail addresses for report distribution.



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Bullitt County Phase III Athletics

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- ♦ Project Construction Drawings and Specifications: We request that copies of the current, for-construction drawings and specifications be provided to us prior to the start of construction and that any RFI's and responses, addenda, or similar are provided to us as they are issued.
- ♦ Access: Provide unencumbered access to the property as well as any site-specific training required for S&ME personnel to access and perform work at the site.

♦ 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. Assuming fabricator is AISC accredited.
- Inspection or testing of architectural components.
- Inspection or testing of mechanical, electrical, and plumbing.
- Inspection of EIFs or roofing; and
- Inspection or testing associated with waterproofing, topsoil, landscaping, or vegetation.
- Inspection or testing of associated site work including bleachers, light poles, scoreboards, site retaining walls, , 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 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.

♦ Compensation

We developed a Lump Sum Fee Estimate for Construction Materials Testing and Special Inspections and other requested tests of **\$84,000 and will be invoiced monthly on a percent complete basis**. This fee estimate includes up to 24 hours for canceled trips and/or delays. At the time of the proposal Studio Kremer Architects did not provide



Proposal for Construction Materials Testing and Special Inspection Services

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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 on a percent complete of lump sum basis for the work performed during that period.

◆ 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.

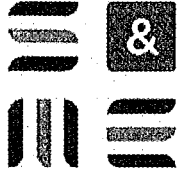
A handwritten signature in cursive script, reading "Justin Beckham".

Justin Beckham
Project Manager

A handwritten signature in cursive script, reading "William J. Young".

William J. Young, P.E.
Vice President + Office Principal

Attachments: Construction Materials Testing - Fee Schedule
Agreement for Services Form AS-071
Insurance Certificate

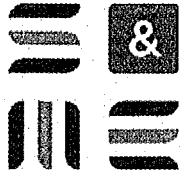


Proposal for Construction Materials Testing and Special Inspection Services

Bullitt County Phase III Athletics

S&ME Proposal No. 25360099

ATTACHMENTS



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.

**AGREEMENT FOR SERVICES**

Form AS-071

Date: June 9, 2025	Job Number: 25360099
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:
PROJECT	
Project Name: Phase III Athletics Project location: (Street Address) 1040 Highway 44E City: Shepherdsville State: KY Zip: 40165	
SERVICES TO BE RENDERED	
Proposal Number: 25360099 dated: June 9, 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:

- 1. ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

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

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

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

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

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

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

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

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

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

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

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

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

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

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

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

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

16. **TERMINATION:**

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

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

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

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

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

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

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

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

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

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

CLIENT: BULLITT COUNTY PUBLIC SCHOOLS

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

Jesse Bacon / Superintendent
(Print Name / Title)

(Print Name / Title)

DATE: 6-19-25

DATE: _____

PROPOSAL NUMBER: 25360099

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



CERTIFICATE OF LIABILITY INSURANCE

7/1/2025

DATE (MM/DD/YYYY)

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:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1495229 S&ME INC. 7112 ZIONSVILLE ROAD INDIANAPOLIS IN 46278	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Columbia Casualty Company		31127
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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.

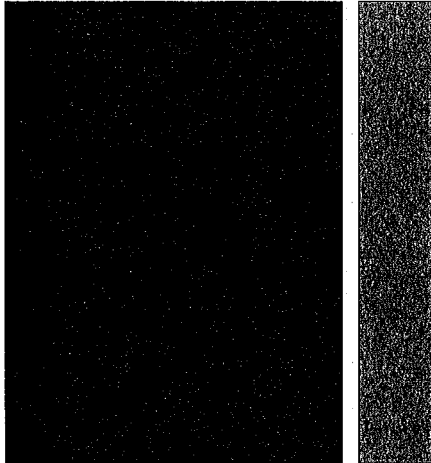
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> 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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	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**CANCELLATION**

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

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0.7

ECS Southeast, LLC

Proposal for Construction Materials Testing and Special Inspection Services

Bullitt County Athletics - Physical Science Centers

1330 Highway 44E

Shepherdsville, Bullitt County, Kentucky 40165

ECS Proposal Number 61-P4004

June 9, 2025





ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

June 9, 2025

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
Bullitt County Athletics - Physical Science Centers
1330 Highway 44E
Shepherdsville, Bullitt County, Kentucky 40165
ECS Proposal Number 61-P4004

Dear Mrs. 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 will include the construction of two new buildings, one-story, high bay, partially steel- framed with partial CMU walls Athletics - Physical Science Centers, approximately 34,500 square feet. The planned construction will be supported by shallow foundations (spread and continuous) with a concrete slab on grade. It appears that site grading will be moderate, with only slight mass grading required to achieve final grades. Site concrete will consist of foundation, concrete wall, sidewalks, and slab on grade. The driveways and parking lots are to consist of concrete pavement.

SCOPE OF SERVICES

Based on our review of provided documents dated April 22, 2025, discussions with the project team, and other related projects, we anticipate providing the following construction materials testing services:

Soils:

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

Reinforced Concrete (Cast-in-place):

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

Structural Steel:

Structural 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 documents in regard to details such as bracing and stiffening, member locations, and application of joint details at each connection.
3. Metal deck inspections
 - a. Verify compliance of materials and accessories in accordance with project documents, mill test records, and manufacturer certifications.
 - b. Verify compliance with Welding Procedure Specifications (WPS).
 - c. Verify size, location, and visual acceptability of welded connections.
 - d. Verify type, location, and acceptability of mechanical fastening.
4. Material documentation of structural steel:
 - a. Confirm identification markings conform to ASTM standards specified in the approved construction documents.
 - b. Observe manufacturer's certified mill test reports.

Structural Masonry:

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

Concrete Paving:

1. Observe proofrolling of subgrades and provide recommendations for corrective actions at excessively soft areas prior to placement of subbase course.
2. Observe placement of subbase course and perform appropriate in-place density tests as indicated in the project documents and specifications.
3. Observe placement, rolling operations and temperature of paving mixture at time of placement.
4. Perform appropriate tests to document asphalt density.
5. For concrete pavements, perform similar services to those listed in "Reinforced Concrete", as applicable to the project.

ESTIMATED FEE

Our estimated fee for providing the services mentioned above will be on the order of **\$84,500** based on the current understanding of the project specifications. Estimated fees are detailed on the attached spreadsheet. Our estimated fees do not include a contingency for cancelled work, reinspection services, etc.

Our estimated budget is included for estimation purposes only and is based on the preliminary provided information, the final budget will include the invoiced time and expenses incurred throughout the duration of this project, as requested by the client's representative in charge of scheduling and in accordance with our provided unit rates. Our estimated budget assumes that all work will be conducted during regular business hours. 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.

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

The services described above will be rendered portal-to-portal from our office, with a mileage charge of \$1.00 per mile. Our unit rates are based on a normal 8-hour workday, Monday through Friday. Overtime

beyond 40 hours/week, outside of the hours of 7:30 am and 5:30 pm, and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

UNDERSTANDING CONSTRUCTION MATERIALS TESTING

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

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

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

REPORTING, BILLING, COMMUNICATION, AND CONTRACT CONDITIONS

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

All scheduling requests must be made by 3:00 pm the day prior to service so that the proper personnel may be scheduled for the required task. The appropriate contractor or owner representative should contact our scheduler/project manager to provide the appropriate level of staffing to meet the project requirements. Scheduling request should be coordinated with our in-house scheduler or project manager between the hours of 8:00 am and 5:00 pm on any business day (i.e., Monday through Friday). Each scheduling request will be assigned a work order number so that the scheduled testing is documented.

Invoices will be issued on a monthly basis and will provide a week-by-week breakdown of billing units, unless modified by request of the client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly

June 9, 2025

ECS SOUTHEAST, LLC

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 GeoProfessional Business Association, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

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

ECS SOUTHEAST, LLC
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).....	\$100.00/hour
4. Senior Specialty Technician (PT, Deep Foundations, Wood Framing, etc.)	\$105.00/hour
5. Structural Steel/CWI	\$115.00/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 (4"x8" cylinders sets of 5 - ASTM C-39)	\$ 20.00/each
2. Compressive strength of concrete cylinders (6"x12" cylinders sets of 4 - ASTM C-39)	\$ 25.00/each
3. Compressive strength of grout prisms (sets of 4 - ASTM C-1019)	\$ 23.00/each
4. Compressive strength of CMU block unit (ASTM C-140)	\$300.00/each
5. Standard Proctor Moisture Density Relationships (ASTM D-698)	\$300.00/each
6. Atterberg Limits Tests (ASTM D-4318).....	\$200.00/each
7. Sieve Analyses (ASTM D-1140).....	\$200.00/each
8. Natural Moisture Contents (ASTM D-2216)	\$ 25.00/each
9. Equipment Maintenance Fees	
a. General Equipment (DCP)	\$50.00/day
b. Nuclear Gauge.....	\$95.00/day
c. Floor Flatness (D-Meter)	\$175.00/day
10. Mileage	\$1.00/mile

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.

June 9, 2025

ECS SOUTHEAST, LLC

**PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLC**

Project Name: Bullitt County Athletics - Physical Science Centers
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, LLC ("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, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with 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 from 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 from 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's 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.

ESTIMATED FEE
Bullitt County Athletics - Physical Science Centers
ECS Southeast, LLC Proposal # 61-P4004

CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS

	HRS/TRIP	TRIPS	RATE	TOTAL
Earthwork^{2,3}				
Progress Meeting	2.5	1	\$150.00	\$375.00
Proctor Pick Ups	2	1	\$65.00	\$130.00
Grading and Fill	8	6	\$65.00	\$3,120.00
Subgrade Proofrolls (Prior to fill placement and at final subgrades)	6	6	\$75.00	\$2,700.00
Concrete^{4,5,6,7}				
Progress Meeting	2.5	1	\$150.00	\$375.00
Continuous Foundation and Column Pier	8	14	\$75.00	\$8,400.00
Walls	8	8	\$65.00	\$4,160.00
Slab on Grade	8	2	\$65.00	\$1,040.00
Flatness Testing	8	2	\$105.00	\$1,680.00
Cylinder Pick-Ups	2	24	\$65.00	\$3,120.00
Structure⁸				
Progress Meeting	2.5	1	\$150.00	\$375.00
CMU Wall Inspections/Grout Sampling	6	20	\$75.00	\$9,000.00
Grout Sample Pick Ups	2	20	\$65.00	\$2,600.00
Steel Inspections (Erection, Joists, Deck, Stairs)	6	8	\$110.00	\$5,280.00
Pavement⁹				
Concrete Pavements (Sidewalks, Driveway)	8	6	\$65.00	\$3,120.00
Cylinder Pick-Up	2	6	\$65.00	\$780.00
			SUBTOTAL	\$46,255.00

ENGINEERING & SUPPORT

	HRS/RPT	REPORTS	RATE	TOTAL
Principal Engineer (Senior Field Report Review)	0.25	126	\$250.00	\$7,875.00
Principal Engineer (Senior Lab Report Review)	0.10	90	\$250.00	\$2,250.00
Project Manager (Report Review)	0.25	126	\$150.00	\$4,725.00
Project Manager (Lab Report Review)	0.10	90	\$150.00	\$1,350.00
FF Reports By Pm+final letter	8.00		\$150.00	\$1,200.00
FF Reports Review By Principal+final letter	5.00		\$250.00	\$1,250.00
Project Manager (Management/Consultation - assumes approximately 1 hour per month)	6.00		\$150.00	\$900.00
Administrative Level (Daily Scheduling/Dispatch)	0.25	126	\$65.00	\$2,047.50
			SUBTOTAL	\$21,597.50

MISCELLANEOUS SERVICES

	UNITS	RATE	TOTAL
Trip Charges (56 round trip miles @ \$1.00/mile)/ (Assumed there is some overlap)	114	\$56.00	\$6,384.00
Concrete Cylinders (4x8 cylinders)	300	\$20.00	\$6,000.00
Grout Prisms	80	\$23.00	\$1,840.00
Standard Proctor	1	\$525.00	\$525.00
Nuclear Gauge Rental	6	\$95.00	\$570.00
D-Meter Rental	2	\$175.00	\$350.00
Equipment Charge (DCP)	14	\$50.00	\$700.00
		SUBTOTAL	\$16,369.00
		TOTAL	\$84,221.50

NOTES:

1. Travel time of 1.25 hour is included in each trip.
2. Assumes soil fill to be used as grade raising fill and DGA to be used for building pad subgrade and pavement base fill.
3. Assumes no additional field visits for falling proofrolls; discovered buried construction, karst features, etc.; or other required earthwork remediation activities.
4. Assumes 1 set of 5 concrete cylinders (1 at 7 days, 3 at 28 days, and 1 hold) every day or every 100 cubic yards, whichever is less.
5. Foundation bearing evaluations will be conducted during the same site visit as reinforcing steel and concrete placement.
6. Assumes shallow foundations, continuous wall foundations for exterior foundations and isolated column foundations for interior foundations.

7. Assumes no additional field visits for undercutting of foundations due to unsuitable conditions.
8. Assumes no reinspection visits will be required.
9. Assumes that the entrances will be concrete pavement and the remainder of the pavements will be asphalt.
10. Outside of the 10% contingency fee no additional time has been included for reinspections, remediation recommendations, cancelled work, etc.
11. Time and number of field visits is estimated based on the provided information, our experience with similar projects and the area. These values are intended to be used for estimation purposes only and are not meant to be a not-to-exceed/lump sum value. Our fees will be invoiced on a time and materials basis in accordance with our current fee schedule in place at the time the fees are incurred.
12. Our field visits are dependent on the contractor/owner's schedule and their representative contacting ECS in a timely manner (see scheduling notes in attached proposal) to schedule the required/requested observations and testing in accordance with project specifications.