

**CONTRACT
SPECIAL INSPECTION SERVICES
HENRY CLAY HIGH SCHOOL (NEW)
FCPS RFP #49-25**

THIS CONTRACT is entered into this 29th day of July, 2025 by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **S&ME, INC.**, 2020 Liberty Road, Suite 105, Lexington, Kentucky 40505 ("Second Party".)

A. PARTIES:

The Board of Education of Fayette County, Kentucky, Division of Facility Design and Construction has established the need to hire the services of a special inspection agency for the New Henry Clay High School project and has determined that this need cannot be met by existing district staff.

Second Party provides professional special inspections and materials testing services and has expertise as described herein.

B. PURPOSE:

The purpose of this contract is to provide professional special inspections and materials testing services pursuant to Chapter 17 of the Kentucky Building Code as set out more specifically in the proposal from Second Party dated June 6, 2025, attached hereto and incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide the above described services to the Division of Facility Design and Construction, as an independent contractor, under the direction of Melinda Joseph-Dezarn, AIA, Director.

2. The services will be provided as set out in the proposal from S&ME, Inc., dated June 6, 2025, attached hereto and incorporated herein by reference. Additionally, at the end of each week, Second Party agrees to submit copies of the daily observation and testing activity reports to the First Party's on-site representative, the design professional in charge and the contractor. Periodic progress reports will be provided based on the distribution list agreed to at the Pre-construction meeting. A final report documenting Special Inspections and any deviations will be submitted at agreed upon intervals per KBC Section 1704.1.2 Report Requirements.

3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$245,000.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$245,000.00.

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expense at regular intervals. Original receipts will be provided for all expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g; 34 CFR Part 99).

12. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

13. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school- sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from July 29, 2025, through June 30, 2029, unless terminated by either party as defined in Paragraph 8.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Melinda Joseph-Dezarn, AIA
Director, Facility Design & Construction

Date

Dr. Demetrus Liggins, Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY,
KENTUCKY

Date

LEGAL IN:_____
CAB. IN:_____

S&ME, INC.

Date



June 6, 2025

Fayette County Public Schools
128 Walton Avenue
Lexington, Kentucky 40502

Attention: Mrs. Melinda Joseph-Dezarn, District Architect
E: melinda.josephdezarn@fayette.kyschools.us

Reference: Proposal for Construction Materials Testing and Special Inspection Services
New Henry Clay High School
Lexington, Fayette County, Kentucky
S&ME Proposal No. 25830080

Dear Mrs. Joseph-Dezarn,

S&ME Inc. appreciates the opportunity to submit this proposal for providing Construction Materials Testing and Special Inspection Services for the referenced project. This proposal is issued in response to a request for proposal (RFP) from Poage Engineers and Associates, Inc., dated May 29, 2025, which was delivered by e-mail to Harold Oney of S&ME, Inc. The RFP included general project information, a scope of services and qualifications.

The RFP contained the project plans and specifications; however, a detailed construction schedule was not available. This proposal is based on the project specifications and the 2018 Kentucky Building Code (KBC). This proposal includes our understanding of the proposed construction, a review of the anticipated scope of services, a Not-To-Exceed fee for providing the anticipated scope of services, and the unit rate fee schedule that will be applicable.

We strongly suggest that Special Inspections be discussed at a Pre-Construction Meeting, so participants are made aware of the Special Inspection requirements for this project and the unique scheduling needs. Our Agreement for Services (Form AS-071) is attached and is incorporated as part of this proposal.

◆ Project Information

This project will encompass the construction of a new 350,000 square foot three- and four-story educational facility on the grounds of the existing high school. According to the geotechnical report by CSI, the site will require extensive undercutting to remediate the undocumented fill materials after the demolition of the existing building and infrastructure.

The new building will be supported on a combination of rock bearing continuous footings and drilled shafts bearing on rock. The school will be constructed primarily using Insulated Concrete Form (ICF) walls & masonry, with interior structural steel members. The structure will also contain a building code required storm shelter.

The project includes the construction of new Baseball and softball fields, dugouts, spectator seating, and medial stand. These new facilities will be constructed after the demolition of the existing high school.



◆ Project Schedule

According to the RFP and email correspondence with Mr. Chris Kelly, P.E., of Poage Engineers and Associates, Inc., construction for the school is anticipated to last 24 months. The athletic improvements will last an additional 9 months. Our proposal is based on S&ME performing testing and observation services on the project over the course of the 34 month duration.

◆ Why Choose S&ME

S&ME employs Special Inspectors certified in each available ICC Special Inspection certification category.

S&ME has special inspectors certified by the International Code Council (ICC) in the areas of soils, reinforced concrete, pre-stressed concrete, sprayed-applied fireproofing, structural steel welding, structural steel bolting, and structural masonry. Additionally, S&ME inspectors are certified under the NICET program in the areas of soils, concrete, and asphalt.

S&ME expedites the reporting and deviation resolution process.

S&ME inspectors are issued laptop computers and/or tablets, which allow reports to be submitted to the contractor and the design team via email in a PDF format. This allows us to insert pictures into the reports to show the items inspected and the extent of any deviations or repairs completed.

Special Inspection Experience

S&ME has been a recognized leader in providing Special Inspection services by structural engineers and architects throughout Kentucky. Our staff has worked closely with structural engineers to interpret, revise, and implement the 2018 KBC requirements. We continue to participate in the evolution of the code. The advantages that we bring to the partnership are our significant experience, our understanding of the process, the proven ability to guide the participants successfully through the process, and our capability to perform all the tests in-house. The 2018 KBC requires that an Approved Agency performs the Special Inspections. The 2018 KBC (Section 1703.1) defines an Approved Agency as being:

- ◆ Independent, Objective, and Competent.
- ◆ Actively participates in a Quality Control program that documents regular inspection and calibration of equipment.
- ◆ Must have personnel who can conduct, supervise, and interpret the test results.

S&ME meets and exceeds the definition of an Approved Agency.

◆ Scope of Services

We will provide construction testing and observation in general accordance with the 2018 KBC and the project plans and specifications. You have requested the following services on your project:



Soil Testing

- ◆ Observe the site after topsoil has been stripped to document that objectionable soils have been removed.
- ◆ 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 D-698) and laboratory classification tests to determine the moisture/density relationship and classifications of proposed fill soils.
- ◆ Perform in-place field density tests to document the percent compaction achieved by the contractor.

Foundation Testing – Rock Bearing Foundations

- ◆ Visually observe and document the rock conditions and the removal of any loose cap rock.
- ◆ Observe and document the cleanliness of the rock surface prior to placement of concrete
- ◆ Document the integrity of the underlying rock indicated by the test hole, provided by the contractor, using a hooked probe to detect discontinuities.
- ◆ Provide a summary report of rock bearing foundation evaluation containing data and quantities measured at the time of the evaluation.

Drilled Shaft Foundations

- ◆ Visually observe the drilled shaft base and document the rock conditions indicated by the test hole, provided by the contractor, using a hooked probe to detect discontinuities.
- ◆ Visually observe and document the rock socket.
- ◆ Provide a summary report of drilled shaft foundation evaluation containing data and quantities measured at the time of the evaluation.
- ◆ S&ME is not responsible for providing access to test the rock socket at the bottom of the shaft.

Reinforcing Steel

- ◆ Periodically observe placement of reinforcing steel in foundations and other structural members.
- ◆ Document that the size, spacing, support and layout of reinforcing steel conforms to project drawings.
- ◆ Report items of noncompliance immediately to the owner's on-site representative and the contractor.

Concrete Construction

- ◆ Periodic documentation of the use of the required design mix.
- ◆ Periodic observation and documentation of formwork for location, dimension and shape of member being formed.
- ◆ Periodic observation and documentation of anchors cast in concrete for size, type, and proper installation.
- ◆ Periodic observation and documentation of post-installed anchors in hardened concrete.
- ◆ Continuous observation and documentation of concrete for proper application technique.
- ◆ Periodic documentation of curing temperatures and techniques.
- ◆ Take samples and perform tests on plastic concrete in the field, including slump, air content, temperature, and other tests required by ACI and the project specifications.



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- ◆ 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.

Masonry

- ◆ Periodically observe and document the 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

- ◆ Observe and document the steel erection process in general accordance with AISC 360.
- ◆ Periodically observe the steel erection process and document materials.
- ◆ Periodically observe welds for size, length, plan orientation, and quality per AWS D1.1 criterion.
- ◆ Continuously evaluate each slip critical high strength bolt to confirm that it has been torqued properly.
- ◆ Periodically evaluate bearing connection bolts.
- ◆ Continuously evaluate pre-tensioning of each high strength bolt using the calibrated wrench method or turn-of-the nut without matchmarking.
- ◆ Periodically evaluate 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.

Wind Resistance

- ◆ Observe and document wind resistance assemblies for wind exposure category B where wind Velocities are 120 MPH or greater.
- ◆ Observe and document wind resistance assemblies for wind exposure category C & D where wind Velocities are 110 MPH or greater.

Wind Resistance - Wind-Resisting Components

- ◆ Periodic observation of roof cladding.
- ◆ Periodic observation of wall cladding.

Fire Resistive Penetrations and Joints

- ◆ Periodically observe the installation of fire stopping through penetrations, membrane penetration firestops, perimeter fire barrier systems materials installed in High Rise Structure and any structure assigned to Risk Category III or VI.
- ◆ Periodic observation and testing of penetration fire stops in general accordance with ASTM E 2174
- ◆ Periodic observation of fire joint systems in general accordance with ASTM E 2393



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- ◆ Periodically document and observe that installation is according to approved construction documents.

◆ Exclusions

The following items are excluding from this proposal but can be provided for an additional fee:

- ◆ Engineering recommendations.
- ◆ Perform in-place density samples of uncompacted paving mixtures and compacted pavement in general accordance with ASTM D 979.
- ◆ Floor flatness/levelness testing.
- ◆ Geotechnical and Environmental Services.
- ◆ Quality control and testing for other site or building trades such as electrical, plumbing, structural HVAC, etc.
- ◆ Site safety, outside of S&ME staff and equipment.
- ◆ Observation and Testing of Sanitary Sewer Systems and Water Services Systems that are to be provided by the Contractor.
- ◆ Structural Steel Fabricator shop inspections.
- ◆ Testing and inspection items not specifically referenced in this proposal or those deemed the contractor's or other parties' responsibility by the Project Specifications.

◆ General

We 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. A final report documenting Special Inspections and any deviations will be submitted at agreed upon intervals per the Report Requirements.

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 Not-to-Exceed fee for the scope of services described herein of **\$245,000**. This fee is based on a review of the plans, and specifications, and a construction schedule of 34 months in accordance with the Email from Mr. Chris Kelly, P.E. dated June 2, 2025.

Our fee does not include a budget for additional trips solely related to re-testing or re-inspecting of non-conforming work. Those services will be provided on a unit rate basis. The Client and S&ME agree that the Client will be liable to S&ME for payment of our services and the Client will seek any reimbursement from the General Contractor for those costs associated with excessive retesting and re-inspection along with excessive waste/lost



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time of the Special Inspector due to inadequate scheduling by the General Contractor. S&ME has no contractual relationship with the General Contractor and no remedy to enforce payment of our fees.

Variations from the anticipated construction schedule or a change in the required scope of services will necessitate an adjustment to the estimated fee. Our invoices will be submitted on a monthly basis, based on the actual amount of time worked times the applicable unit rate as shown on the attached fee schedule.

◆ 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. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and hereby accept as written.

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.

Harold Oney
Project Manager
E: honey@smeinc.com

William J. Young, P.E.
Vice President + Principal Engineer
E: wyoung@smeinc.com

Attachments:

Fee Schedule
Fee Estimate
Agreement for Services



Fee Schedule

S&ME, Inc.
2020 Liberty Road, Suite 105
Lexington, Kentucky 40505

◆ Field Testing and Observation Services

Special Inspector - Reinforced Concrete, Masonry, and Soils per hour	\$57.00
Special Inspector - Foundations, per hour	\$57.00
Special Inspector - Structural Bolting/ CWI, per hour	\$100.00
Special Inspector - CWI - Ultra-Sonic Testing, per hour	\$135.00
Special Inspector - Fireproofing, per hour	\$100.00

◆ Engineering Services

Senior Engineer, per hour	\$240.00
Project Engineer / Project Manager, per hour	\$150.00
Administrative Support, per hour	\$57.00

◆ Laboratory Testing Services

*Cylinders, (including reserves), each	\$17.00
*includes processing, storage, curing, clerical and compressive strength testing	
Contractor Made Cylinders, (including reserves), each	\$30.00
Mortar Cubes, (including reserves), each	\$18.00
Masonry Prisms Grouted, (including reserves), each	\$130.00
Masonry Prisms UngROUTED, (including reserves), each	\$100.00
Standard Proctor (ASTM D 698), each	\$210.00
Atterberg Limits (LL, PL, PI) and Natural Moisture content, each	\$105.00

◆ Miscellaneous

Trip Charge (Portal-to-Portal), per trip	\$N/C
Nuclear Density Gauge, per day	\$50.00
Equipment, per day	\$50.00
Skidmore, per day	\$90.00
Torque Wrench, per day	\$75.00
Center Hole Jack, per day	\$100.00
Floor Flatness F Meter or Profiler, per day	\$200.00



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◆ Remarks

- ◆ projects will be invoiced a one-time \$360 project set-up fee
- ◆ Services and fees not listed will be quoted on request.
- ◆ 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 before 8:00 a.m. or after 5:00 p.m., for time 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.

List Maximum (not to exceed) based fee below:

Proposals shall be submitted to Poage Engineers & Associates by 2:00 PM, no later than June 6, 2025. The selected firm will be notified within two weeks after the due date.

Special Inspections services proposal SHALL NOT EXCEED \$ 245,000.00

Please provide signatures and dates below to approve and accept this proposal.

S&ME, Inc.

Special Inspections/Testing Agency



Signature, Title

William J. Young, P.E. / Vice President

06/06/2025

Date

Proposal Accepted By

Date

**PLEASE NOTE, PROPOSALS WHICH
CONTAIN LIMITS OF LIABILITY LESS THAN
THOSE STATED ABOVE WILL BE REJECTED**



AGREEMENT FOR SERVICES

Form AS-071

Date: June 06, 2025	Job Number: 25830080
S&ME, Inc. (hereafter Consultant)	Client Name: Fayette Co. Public Schools (hereafter Client)
Address: 2020 Liberty Road, Suite 105 City: Lexington State: Kentucky Zip: 40507	Address: 128 Walton Ave City: Lexington State: Kentucky Zip: 40502
Telephone: 859-293-5518 Fax: 859-299-2481	Telephone: Fax:
PROJECT	
Project Name: New Henry Clay High School Project location: (Street Address) 2100 Fontaine City: Lexington State: Kentucky Zip:	
SERVICES TO BE RENDERED	
Proposal Number: 25830080 dated: June 06, 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: _____

S&ME, Inc.

BY: _____

(Signature)

BY: _____

(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER: 25830080

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

CERTIFICATES OF INSURANCE // GENERAL LIABILITY



CERTIFICATE OF LIABILITY INSURANCE

7/1/2025

DATE (MM/DD/YYYY)
6/14/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED S&ME INC. 1495227 1913 UNRUH COURT NEW ALBANY IN 47150		INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Casualty Company 20443 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: American Casualty Company of Reading, PA 20427 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17566202 **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	7064407900	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	N	N	7064425569	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUP-25937960	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7015154143	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: FOR INFORMATIONAL PURPOSES ONLY. THE EXCESS LIABILITY IS CONSIDERED FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

17566202
 S&ME INC.
 1913 UNRUH COURT
 NEW ALBANY IN 47150

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

CERTIFICATES OF INSURANCE // PROFESSIONAL LIABILITY



CERTIFICATE OF LIABILITY INSURANCE

7/1/2025

DATE (MM/DD/YYYY)
6/14/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED S&ME INC. 1495229 1913 UNRUH COURT NEW ALBANY IN 47150		INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31127	

COVERAGES **CERTIFICATE NUMBER:** 18652339 **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"/> PROJECT <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 - COMPIOP 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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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

18652339
 S&ME INC.
 1913 UNRUH COURT
 NEW ALBANY IN 47150

CANCELLATION

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

AUTHORIZED REPRESENTATIVE