



BULLITT
COUNTY
PUBLIC
SCHOOLS

DEPARTMENT OF FACILITIES

THOMAS STOKES, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
BOBBIE CASTLEMAN, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

MEMORANDUM

TO: Dr. Jesse Bacon, Superintendent

FROM: Thomas Stokes, Director of Facilities *TAS*

DATE: January 20, 2026

RE: BCHS & BEHS PSC - BG 25-145 - UES Special Inspections - Change Order 01

Due to unforeseen soil conditions encountered at both the Central and East sites, additional site visits have been necessary for their team to analyze and report on the findings. As a result, there is a need to increase the value of their Purchase Order (PO).

The original approval of the UES proposal is attached for reference. The requested cost increase is \$61,273.75, which encompasses anticipated future services. Consequently, the total PO value would increase to \$142,873.75, which needs to be funded via Construction Contingency due to exceeding the Post-Bond Sale BG-1 value.

I recommend approval of this request.

Bullitt Central and Bullitt East Physical Science Center - Attached paperwork is listed below with action items noted for each:

- *The original approval for the UES proposal - for Board Reference*
- *Document from UES regarding their time spent and anticipated time moving forward to finish special inspections - for Board Reference*

Next

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Via email:

© 2025, UES Professional Solutions 25, LLC
December 1, 2025

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

Re: Change Order Request for Special Inspections and
Construction Materials Testing
Bullitt County Athletics Phase 3
UES Project No. A25132.00186.000

Dear Mr. Clemens:

UES Professional Solutions 25, LLC is providing Special Inspections and materials testing services for the proposed additions at Bullitt East High School and Bullitt Central High School in accordance with our Proposal No. A25132.00186.000 dated June 11, 2025.

During the course of construction of the proposed additions, Subsurface conditions different than those expected, Engineering support requests, some additional site visits, and overtime associated with the work schedule have all taken place. Due to the aforementioned items, UES is nearing and will likely surpass the original cost of services outlined in our proposal for Special Inspections and construction materials testing.

During the Soils Construction phase of the project multiple subsurface conditions have required the presence of our technicians on site providing continuous observation of undercuts and fill placement. Through the Soil phase UES logged 91.75 hours of overtime(as described in our Proposal Compensation section #5) in 28 Full days. An additional 2 Half days were also logged. The original Soils compensation covered 10 Full days.

During the Concrete Construction phase of the project the Contractor required on site continuous inspection of foundation area over excavation, rock quantification and backfill. UES logged 60.75 hours of Overtime in 29 Full days. There have been 10 Half days logged to this date. Original Concrete compensation covered 36 Full days and 10 Half days. There are still 7 Full days remaining in compensation and an estimated 20 remaining reinforced concrete placements across site locations(10 Full days each site location, with approximately 10 Half days for sample retrievals).

Masonry and Concrete construction are on-going. To date, UES has logged 35.25 hours of overtime in 23 Full days in Masonry Construction. We are halfway through compensation in Masonry with 17 Full days remaining and an estimated 25 Full days to completion(includes sample retrievals). We are and will continue working to eliminate any additional overtime by communicating and working with everyone involved.



The Fabricator and Steel Construction phases are upcoming and no issues have been encountered. There has been 21 hours of Project Engineer time logged and associated with previously aforementioned Soils and Construction Phase items. The Project Engineer time is/has been invoiced at \$160.00 per hour as noted in our Proposal Fee Schedule(Page 7).

In summary, we are requesting that our budget be increased by the following: \$3,360.00 due to the 21 hours of Project Engineer time. \$23,233.75 for additional Full days and overtime in Soils phase - undercuts observations, fill placement/testing; \$25,378.75 due to Concrete phase overtime, continuous observation, quantification, and estimated days to completion; \$9,301.25 due to Masonry phase overtime, and estimated days to completion. The total for this change order request is \$61,273.75. A summary of the contract changes requested is following and a breakdown of the fees associated with the additional services is included in the following fee schedule. If this scope and fee are acceptable, please issue Change Order #1 referencing this request.

	Original Contract amount total	Project Percent complete to date	Phase increase including OT	% Work yet to be completed	Phase increase notes
Soils Phase 7300	\$7,000.00	100%	\$23,233.75	0%	*****
Concrete Phase 7100	\$30,200.00	65%	\$25,378.75	35%	*
Masonry Phase 7900	\$28,000.00	75%	\$9,301.25	25%	**
Structural Steel/Fab 7400	\$16,400.00	8%	----	92%	***
Project Engineer (time to date)	---	---	\$3,360.00	---	*****
Total Amounts	\$81,600.00	---	\$61,273.75	---	
Contract amount including C/O #1					\$142,873.75

* Concrete remaining includes Annex section, 4"/8" Turf slab sections, site concrete, and a few reinforced concrete sections still need to be placed/poured.

** Masonry remaining includes Annex, Walls along BC.8, assorted 2nd floor wall sections, areas awaiting Steel placement

*** Steel placement just began at Central and East; Initial communication has been made and placement is in progress currently.

**** Project Engineer refers to time logged from Geotechnical issues, questions, and work. This was included in the Phase increases as it is tied to the compensation fee schedule associated with the original executed proposal.

***** Soils phase has been completed on both projects. There were additional days and overtime logged on the project locations due to unexpected subsurface conditions, undercuts, and geotechnical recommendations.

We look forward to hearing from you soon. If you have any questions or comments concerning this change order request, or if we may be of any other service to you, please do not hesitate to contact us.

Respectfully submitted,

A blue ink signature of Ben Dorsey.

Ben Dorsey
Lexington Resource Manager

FEE SCHEDULE & ADDITIONAL COST BREAKDOWN

TASK 7100 - CONCRETE TESTING

Professional Personnel

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
Full Day	20	\$700.00	\$14,000.00
Half Day	10	\$500.00	\$5,000.00
Overtime	60.75 hours	\$105.00	\$6,378.75

TASK 7300 - SOIL TESTING

Professional Personnel

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
Full Day	18	\$700.00	\$12,600.00
Half Day	2	\$500.00	\$1,000.00
Overtime	91.75 hours	\$105.00	\$9,633.75

TASK 7900 – Masonry Testing

Professional Personnel

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
Full Day	8	\$700.00	\$5600.00
Overtime	35.25 hours	\$105.00	\$3,701.25

**TASK 2330 – PROJECT
ADMINISTRATION**

Project Engineer

<u>ESTIMATED</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
<u>QUANTITY</u>		
21 hour	\$160.00	\$3,360.00

ESTIMATED CHANGE ORDER TOTAL: \$61,273.75

NEW CONTRACT TOTAL WITH C/O: \$142,873.75

Notes:

- An overtime rate of \$105.00 per hour will be charged for work over 8-hours within one day, as defined in Proposal compensation #5, page #5. Overtime has been accounted for project to date totals in this change order estimate, but is not covered in the total remaining to complete the project.



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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

Approved by the
Bullitt County
Board of Education
Date: _____

JUN 19 2025

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

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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.

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

1.) UES	\$81,600
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.

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

spotting 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**:

Service	Time
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 be 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 UESS 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)

(Signature)

Jesse Bacon

(Printed Name)

(Printed Name)

Superintendent

(Position)

(Position)

6-19-25

(Date)

(Date)