
© 2026 UES Professional Solutions 25, LLC
April 15, 2026

Mercer Co Board of Education
530 Perryville Street
Harrodsburg, Kentucky 40330

Via e-mail: amitchell@rosstarrant.com

Attn: Ms. Anna Claire Mitchell

Re: Proposal for Special Inspection, Construction Observation, and Quality Control
Project Name: Mercer Co Athletics Phase 2
Harrodsburg, Kentucky
Proposal No. A26132.00113.000

Dear: Ms. Mitchell

In response to your request, UES Professional Solutions 25, LLC (UES), is pleased to submit this proposal to provide special inspections, construction observation and materials testing services for the referenced project.

1.0 PROJECT INFORMATION

The project includes construction of a new turf football field with a track, new shotput and discus, new tennis court, and a new parking lot with associated drives and sidewalks. Also in the scope of work is 2,445 square foot concession stand/restroom, and a new 5,611 square foot athletics building. The structure will have CMU walls, a slab-on-grade and interior wood truss framing. Shallow foundations proportioned for design bearing pressures of 2000 pounds per square foot for wall and column footings, respectively will support the structure.

Site improvements include an (asphalt-surfaced, concrete-surfaced) parking area, modular block retaining walls and a 5 -foot deep detention basin. Site preparation will include cuts and fills of 5 to 1 feet, respectively.

2.0 COMPANY INFORMATION

UES provides quality responsive services to help our clients succeed. This includes our comprehensive AASHTO-approved, IDOT and KYTC certified, and USACE validated laboratories. Our technicians are highly qualified and certified in organizations such as American Concrete Institute (ACI), American Society for Non-Destructive Testing (ASNT), American Welding Society (AWS), Ohio and Kentucky Departments of Transportation, International Code Council (ICC), National Concrete Masonry Association (NCMA), and National Institute for Certification of Engineering Technologies (NICET). Our staff is cross-trained so they can perform multiple tasks while on site and we can self-perform most services without the need to subcontract, saving you money.



As a quality assurance/quality control firm, it's our priority to address non-compliance issues as soon as they are identified and to communicate the issue quickly so the project team can evaluate the situation and make decisions to determine a course of action. This is accomplished by our investment in our paperless field information management system. Our technicians can access project information immediately on their tablets and can create and manage discrepancies effectively.

Safety is one of UES's core values. As such, we are dedicated to providing a safe working environment for all employees. General and job-specific health and safety training is provided to each employee on a regular basis. We use on-site, online, and third-party training platforms to provide a robust safety training program. Management and safety staff regularly conduct jobsite observations and tailgate safety meetings to help identify and abate hazards on the jobsite. Examples of our commitment to safety include:

- Our field technicians are 10-hour OSHA trained;
- Engaged in third-party pre-qualification and verification services such as ISNetWorld, Avetta, COMPASS, eRailSafe, eVerifile, Highwire, and Pipeline Testing.

3.0 SCOPE OF SERVICES

Our services will be provided by qualified field representatives on an as-requested basis during construction. Our scope of services will include:

Condensed Version

- Earthwork observations and compaction testing
- Footing excavation observations
- Reinforcing steel observations
- Masonry (CMU) wall observations and testing
- Concrete testing
- Observing proof-rolling for floor slab and pavement areas
- Asphalt testing
- Floor flatness and levelness testing
- Observations of welded and bolted connections of structural steel

Expanded Version

- Attending pre-construction and construction meetings, when requested.
- Obtaining representative samples of soil or rock to be used as fill and performing modified Proctor moisture-density compaction and Atterberg limits tests.
- Providing a representative to observe grading operations and placement and compaction of fill or backfill. In-place density tests will be taken using nuclear methods.
- Providing an on-site representative during foundation construction to observe the bearing surface.



- Checking the configuration of the reinforcing steel for compliance with project plans and specifications.
- Observing the construction of masonry (CMU) walls, preparing grout and mortar specimens, and returning the samples to our laboratory for moist curing and compressive strength testing.
- Performing concrete tests for measurement of air content, slump and temperature and making concrete cylinders for compression tests. Concrete cylinders will be returned to our laboratory for moist curing and compressive strength testing.
- Observing compaction and/or testing base course material for slab-on-grade floors and parking areas, and for hot-mix asphalt pavements.
- Performing measurements to evaluate the flatness and levelness of the concrete floor slab.
- Performing field observations of welded and bolted connections. We assume that the structural steel supplier is AISC approved and that inspections of shop fabricated structural steel are not required.
- Providing engineering and consultation services when requested by your field representative and project oversight of our field representatives by UES's project manager during field activities.
- Furnishing special inspection reports to the registered design professional in responsible charge (and building official), upon request.

UES's observation reports and test results are paperless and published via email. Reports are transmitted by UES field representatives and submitted electronically for QA review to the project manager. Reviewed reports are transmitted via email to the project team.

4.0 ASSUMPTIONS

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

- *RFP email by Anna Claire Mitchell dated March 0926*
- *RFP Letter by Rosstarrant dated March 09, 2026*
- *Project Manual by Trace Creek dated March 2026*
- *Project Plans Page S0.3 by Structural Design Group Dated March 05, 2026*

In preparing our proposal, we have assumed the following:

- 2,000 to 3,000 cubic yards of fill will be placed per day;
- 100 to 150 feet of continuous footing concrete will be placed per day;
- 50 to 100 feet of continuous foundation concrete will be placed per day;
- Slab-on-grade concrete will be placed in one day;



5.0 SCHEDULE AND FEE

We will perform the services described herein on a time and expense basis. Our fees will be charged in accordance with the attached *Summary of Estimated Fees*, and specific information is included on the sheet titled *Estimated Quantities*. The quantities of tests and durations of site visits indicated on the attached sheets were based upon reasonable assumptions about scheduling and manpower from our experience with projects of a similar nature and were not developed from a detailed contractor's schedule. (Estimated units were assigned based on a review of your project schedule / assigned based on discussions with the general contractor).

Scheduling services should only be done through our Field Scheduling Coordinator. Scheduling hours are from 7:00 am until 4:00 pm, Monday through Friday, and should be scheduled at least 24-hours in advance. Scheduling can be done by phone (text preferred). At no time will services be scheduled through field representatives. It is the client's or their representative's responsibility to schedule all required services.

We will notify you, the project superintendent, or your designated representative when conditions that appear to be inconsistent with project requirements are observed. Suggestions may be made for remedial measures, but these suggestions are not directives to the contractor. UES will not have stop-work authority for the project.

Construction materials and test results can fluctuate. Consequently, even with careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. A higher degree of confidence is inherent with full-time versus intermittent observation. In either case, no guarantee of the contractor's work is provided.

This proposal and fee estimate have been prepared using our standard fee schedule and with the assumption that our Terms will be used as the contract mechanism. We reserve the right to revise this proposal and increase our fee estimate, at any time, if our Terms are not used or if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in our scope of services.



Mercer Co Athletics Phase 2

BRIEF SUMMARY OF ESTIMATED FEES - CONSTRUCTION SERVICES		
Task No.	Description	Estimated Fee (\$)
7100	Concrete Testing	\$22,230.00
7105	Reinforcing Steel Observations	\$0.00
7106	Post-Tension Stressing Observations	\$0.00
7115	Concrete Evaluation	\$0.00
7118	Concrete Scanning	\$0.00
7119	Laboratory Testing of Concrete Aggregates	\$1,040.00
7200	Field and Laboratory Asphalt Testing	\$8,874.00
7220	Asphalt Coring	\$0.00
7300	Compaction Observation and Testing	\$106,524.00
7320	Settlement Monitoring	\$0.00
7400	Structural Steel Inspection	\$2,362.00
7420	Fabrication Shop Inspections	\$1,181.00
7500	Field and Laboratory Fireproofing Inspections	\$0.00
7600	Floor Flatness and Levelness	\$2,718.00
7620	Floor Moisture Vapor Emission Testing	\$0.00
7640	Waterproofing	\$0.00
7650	Wood Framing Observations	\$1,482.00
7800	Foundation Subgrade Observation	\$0.00
7805	Deep Foundation Observation	\$0.00
7815	Ground Improvement Observations	\$0.00
7900	Structural Masonry Observation and Testing	\$12,030.00
7955	Assistant (Overtime)	\$0.00
7960	Air/Weather Barrier and Storefront System Testing	\$0.00
9900	Project Management and Administration	\$21,378.00
		\$179,819.00
	Sports Lab Turf Testing	\$20,300.00
	Total Not to Exceed Fee	\$200,119.00

Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed above. Overtime will be charged for each hour in excess of 8 hours per day on weekdays, and for each hour worked on weekends and holidays. All time and mileage charges are portal to portal.

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6.0 ACCEPTANCE

If this proposal is acceptable, please indicate your authorization by signing in the space provided below. Our services will be performed in accordance with the attached *General Terms and Conditions*.

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Very truly yours,

UES

Handwritten signature of Adam Caldwell in black ink.

Adam Caldwell
Project Coordinator

Handwritten signature of Bill Logan in black ink.

Bill Logan, SI
CMT Manager



Enclosures: *Fee Schedule*
Summary of Estimated Fees
Estimated Quantities
General Terms and Conditions

6.1 Section 1: Binding Agreement

1.1 By accepting the Proposal, Client accepts and agrees to be bound by all terms set forth in the Proposal and these General Terms and Conditions and any applicable addendum attached hereto. Client acknowledges and agrees that these General Terms and Conditions include certain state-specific terms and conditions that are applicable based on the location where the Services (as hereinafter defined) are to be performed. Attached hereto are State-Specific Addenda, each corresponding to a particular state or region.

1.2 If the Services are performed in Florida, Texas, California, Nevada, Oregon, Washington or Arizona, the State-Specific Addendum attached hereto is incorporated into and made a part of these General Terms and Conditions.

1.3 In the event of any conflict between these General Terms and Conditions and the terms of the applicable State-Specific Addendum, the terms of the State-Specific Addendum shall govern and control for Services performed in that state or region.

1.4 The Proposal and these General Terms and Conditions (collectively, the "Agreement") represent and contain the entire and only agreement and understanding among UES Professional Solutions, LLC, a Florida limited liability company and its affiliates (the "Company") and Client with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties.

6.2 Section 2: Services

2.1 The Company is responsible for providing the services described under the Scope of Services ("Services") of the Proposal to which these General Terms and Conditions form a part. The term "the Company" as used herein includes all the Company's agents, employees, professional staff, and subcontractors.

2.2 The Company shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written addendum or change order (collectively, "Change Order") to the Agreement agreed to by the Company and Client, and only to the extent set forth in that Change Order.

2.3 The Company shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

2.4 The Company shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA")), and other materials necessary to provide the Services. The Company, at its sole discretion, may retain subcontractors or other third parties to assist it in the provision of the Services.

2.5 The terms "Project" and "Site" as used interchangeably in these General Terms and Conditions refer to the land and/or construction project on which or to which the Company is to provide Services under this Agreement.

2.6 The Company shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

6.3 Section 3: Professional Standard of Care

3.1 The Company will provide its Services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES THE COMPANY PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM OR CHANGE ORDER, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

3.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any hazardous substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST THE COMPANY, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS.



3.3 The Company will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to, or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

3.4 Execution and delivery of this Agreement by the Company is not a representation that the Company has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services.

3.5 Client's payment in full of the amount owed for Services rendered shall be taken to mean that Client is satisfied with and has accepted the Company's Services.

6.4 Section 4: Responsibilities

4.1 Client is responsible for providing the Company with a clear understanding of the project's nature and scope. Client shall supply the Company with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow the Company to properly complete the Services. Client assumes all liability for information not provided to the Company that may affect the quality or sufficiency of the Services.

4.2 Client acknowledges that the Company's responsibilities in providing the Services is limited to those services described in the Proposal, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those Services. Such duties may include, but are not limited to, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the Services.

6.5 Section 5: Site Access and Site Condition

5.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for the Company to perform the Services and will notify all affected persons and entities in writing of the Company's presence. The access shall be adequate to allow the Company to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. The Company shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services. If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant the Company lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and any facilities located thereon and are necessary to perform the Services. The Company reserves the right to delay, without penalty, any Site visit and the provision of Services if a site access agreement, in the Company's reasonable judgment and discretion, would impose conditions, liabilities or risks on the Company in excess of those set forth in these General Terms and Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, RELEASE, AND HOLD THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (THE "COMPANY INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM THE COMPANY'S PERFORMANCE OF SERVICES AT SUCH SITE.

5.2 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for the Company to provide the Services. The Company shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, the Company will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. The Company shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If the Company encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. The Company shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, the Company shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA, unless otherwise identified in the Proposal.

5.3 Client is responsible for accurately identifying to the Company in writing the existence and location of all subterranean structures and utilities on or affecting the Site and the Services. The Company will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize the Company to conduct applicable private utility identification and clearance requirements on behalf of Client.

5.4 Unless otherwise stated in the Proposal, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If the Company encounters materially different conditions at the Site, the Company shall inform Client, and a Change Order shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

6.6 Section 6: Hazardous Substances and Environmental Conditions

6.1 Client represents it has informed the Company of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided the Company with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

6.2 For purposes of the Agreement and these General Terms and Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

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6.3 Except to the extent required by law, the Company shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

6.4 FOR ENVIRONMENTAL INVESTIGATION, GEOTECHNICAL AND REMEDIATION PROJECTS, the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating a Change Order. Although unlikely, Client acknowledges that such a discovery of Hazardous Substances may make it necessary for the Company to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate the Company for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

6.5 FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION PROJECTS, all substances on, in, or under Site, or obtained from Site as samples or as byproducts of the sampling process, shall be Client's property. The Company shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. the Company may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

FOR GEOTECHNICAL PROJECTS, all substances on, in, or under the Site, or obtained from the Site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, the Company shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that the Company is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

6.6 The Company shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

6.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD THE COMPANY INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) THE COMPANY'S DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE ACTS, OMISSIONS OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES THE COMPANY IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) THE COMPANY IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) THE COMPANY IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT THE COMPANY ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

6.7 Section 7: Reviews, Inspections, Testing, And Observations

7.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than the Company subcontractors), such Services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client such third parties.

7.2 The Company shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

7.3 Neither the activities of the Company pursuant to this Agreement, nor the presence of the Company or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon the Company any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

7.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of the Company. The Company will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work. Client shall at the time of execution of the Agreement provide the Company with a proposed schedule for tests and inspections the Company shall perform. Client will give reasonable notice of all changes to that schedule. The Company shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.



6.8 Section 8: Billing and Payment

8.1 The Company will submit invoices to Client monthly or upon completion of Services. Invoices will show charges for different personnel and expense classifications. Partially completed items of work for which a fee has been specified may be billed based upon the percentage of completion as estimated by the Company. Reimbursable expenses, those outside of the scope of the proposed Services, will be charged to the Client at cost plus an applicable fee. Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of the lesser of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If the Company incurs any expenses to collect overdue billings on invoices, the sums paid by the Company for reasonable attorneys' fees, court costs, the Company's time, the Company's expenses, and interest will be due and owing by the Client. Client agrees that the Company may refuse to release to Client any reports, findings, data, and other work product until it has been paid in full for Services rendered.

6.9 Section 9: Ownership and Use of Documents; Intellectual Property

9.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Neither Client nor any other entity shall change or modify the Company's instruments of service. The Company disclaims any and all responsibility and liability for problems that may occur during implementation of the Company's plans, specifications, or recommendations when Company is not retained to observe such implementation. The Company will retain all pertinent records relating to the Services for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the Scope of Services following submission of the report or completion of the Services, during which period the records will be made available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of the Company's employees to assemble and transmit those documents.

9.2 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of the Company. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and instruments of service may be disclosed, and for which a separate fee will be charged. The Company shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and CLIENT SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY FROM ANY LOSSES ARISING FROM OR RELATED TO SUCH UNAUTHORIZED DISCLOSURE, ATTRIBUTION OR RELIANCE. Client is the only entity to which the Company owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

9.3 The Company shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by the Company prior to the date of this Agreement or created or modified by the Company during the provision of the Services.

9.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

6.10 Section 10: Risk Allocation and Indemnification

10.1 CLIENT AGREES THAT THE COMPANY'S LIABILITY FOR ANY DAMAGE ON ACCOUNT OF ANY BREACH OF CONTRACT, ERROR, OMISSION, OR PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED THE GREATER OF \$50,000 OR THE COMPANY'S FEE. If Client prefers to have higher limits on contractual or professional liability, the Company agrees to increase the limits up to a maximum of (i) \$1,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of five percent of the total fee for Services or \$1,000.00, or (ii) \$2,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of ten percent of the total fee for Services or \$2,000.00. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional contractual or professional liability insurance.

10.2 CLIENT SHALL NOT BE LIABLE TO THE COMPANY AND THE COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, AND LOST SAVINGS) INCURRED BY EITHER PARTY DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THE FAULT, OR WHETHER IT WAS COMMITTED BY CLIENT OR THE COMPANY, THEIR EMPLOYEES, AGENTS, OR SUBCONTRACTORS; OR WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR ANY OTHER CAUSE OF ACTION.

10.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

10.4 Subject to the provisions of the limitation of liability described in this Section, Client and the Company 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,

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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. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of Client and the Company, they shall be borne by each party in proportion to its negligence.

10.5 Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by the Company to both the Client and the Company, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by law, the total liability of the Company to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed the amount specified in Section 10 of the General Terms and Conditions.

6.11 Section 11: Insurance

11.1 The Company represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 per occurrence and has professional liability insurance in the amount of \$1,000,000.00 per claim.

11.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by the Company, provide proof to the Company to verify such insurance.

6.12 Section 12: Dispute Resolution

12.1 All claims, disputes, and other matters in controversy between the Company and Client arising out of or in any way related to this Agreement or any Addendum or Change Order shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against the Company subject to the limitations in Section 10. For the purposes hereof, "successful party" shall mean a party who receives an award greater than fifty (50%) percent of its claimed amount.

12.2 The sole and exclusive venue for any dispute resolution proceeding shall be the location in which the Company office performing the Services is located. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company office performing the Services is located.

12.3 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against the Company, shall be deemed waived unless (i) Client notifies the Company of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against the Company for negligence or another violation of a standard of care owed by the Company, Client has first provided the Company with a written certification executed by an independent design professional currently practicing in the same discipline as the Company. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Company not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

12.4 NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY THE COMPANY FOR THE SERVICES. THE PARTIES AGREE THAT THIS PROVISION IS MATERIAL TO THE DECISION OF THE COMPANY TO ENTER INTO THIS AGREEMENT, THAT IT IS A REASONABLE MEASURE TO ALLOCATE AND INSURE AGAINST RISK, AND THAT IT DOES NOT VIOLATE PUBLIC POLICY.

6.13 Section 13: Termination

13.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Company shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by the Company in connection with such termination and the winding down of its operations.

13.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by the Company in completing such analyses, records, and reports.

6.14 Section 14: Solicitation of Employees

14.1 Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which the Company has provided Services, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the Company except as authorized in writing by the Company.

6.15 Section 15: Assigns

15.1 Neither Client nor the Company may assign this Agreement or assign or delegate any of its rights or obligations without the prior written consent of the other party.

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6.16 Section 16: Survival

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

6.17 Section 17: Miscellaneous

17.1 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

17.3 The headings in these General Terms and Conditions are for reference only and are not intended to form part of the Agreement between the Parties.

17.4 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.

17.5 To the extent that a statute of limitations for any cause of action against the Company arising from this Agreement can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to this Agreement, or the Services provided by Company r, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date Company last provided Services. The parties agree that this provision is material to the decision of Company to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

17.6 All future services rendered by the Company at Client's request for the Project described in the Proposal (whether by Change Order, Addendum, or amendment to this Agreement) shall be conducted under the terms of this Agreement.

7.0 CLIENT APPROVAL

In the event the Client authorizes work without returning a signed copy of the Proposal, the Client agrees to be bound by the General Terms and Conditions as stated herein. The Proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed Proposal is returned to the Company.

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I accept the terms and conditions stated herein and authorize the work to proceed

Printed Name and Title

Signature

Company

Date

CLIENT BILLING CONTACT INFORMATION

Name: Anna Claire Mitchell

Position:

Email: amitchell@rosstarrant.com

Phone: 859.254.4018