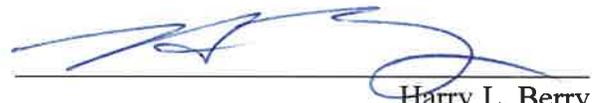


**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-054**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to accept the proposal of ICON Engineering & Inspection Services to conduct a geotechnical investigation/exploration for the proposed new county government building and the new EMS Sub Station No. 4 as described in the attached contract with Consulting Services Incorporated.

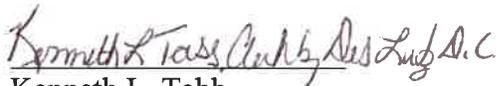
BE IT FURTHER RESOLVED, to authorize Judge/Executive Harry L. Berry to execute the attached proposal and pay invoices for the total amount.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 9 April 2013.



Harry L. Berry
Hardin County Judge/Executive

ATTEST



Kenneth L. Tabb
Hardin County Clerk



35 Public Square
Elizabethtown, KY 42701
Phone: (270) 737-4226
Fax: (270) 737-0441

March 28, 2013

Hardin County Fiscal Court
C/O Mr. Harry Berry
Hardin County Judge/Executive
PO Box 568
Elizabethtown, KY 42702

RE: **Recommendations for Geotechnical Investigations**
New County Government Building & EMS Station No. 4
Elizabethtown, KY

Dear Judge/Executive Berry:

On March 19th 2013, I solicited proposals from three reputable Geotechnical Engineering firms, each of whom I've had provide Geotechnical Engineering Services in the past; namely, AMEC (Louisville), CSI (Lexington/Elizabethtown) and GEM Engineering (Louisville). I provided each firm the same RFP letter requesting that they provide a proposed program and fee based on the criteria I provided in the RFP letter.

After receiving proposals on March 27th, I found AMEC's proposal to be incomplete leaving out Shear Wave Velocity testing which was specifically included in the RFP. Although AMEC proposal was the least cost, this is likely due to the omission of this critical test. This test is used to gather the Geophysical parameters for determining the Site Classification and ultimately the Seismic Design Category.

Of the two remaining proposals, the proposed fees are as follows:

GEM Engineering	\$15,000
CSI	\$16,850

In my professional opinion, both firms are equally qualified and will provide good service to Hardin County. Although \$1,850 higher in price, considering that CSI has established an office here locally, I would like to recommend that CSI be considered for providing this service. This is a reasonable fee for the services requested.

Please do not hesitate to contact us should you have any questions.

Sincerely,

ICON ENGINEERING AND INSPECTION SERVICES, PLLC

A handwritten signature in blue ink, appearing to read 'Michael S. Childers', is written over a horizontal line.

Michael S. Childers, PE, SECB
President

Acknowledged the 9th day of April, 2013

A handwritten signature in blue ink, appearing to read 'Harry L. Berry', is written over a horizontal line.

Harry L. Berry
Hardin County Judge/Executive

Geotechnical Services Recommendation



Consulting Services Incorporated

250 Gold Rush Road, Lexington, Kentucky 40503

March 26, 2013

ICON Engineering and Inspection Services, PLLC
35 Public Square
Elizabethtown, Kentucky 42701

ATTN: Mr. Michael Childers, PE, SECB

Subject: **Proposal for Geotechnical Exploration**
Hardin County Projects: New EMS Sub Station No. 4
and New Hardin County Government Building
Elizabethtown, Kentucky
CSI Proposal No. 2425

Dear Mr. Childers:

Consulting Services Incorporated of Kentucky (CSI) appreciates the opportunity to provide our proposal for geotechnical services in support of your proposed projects. This proposal provides a discussion of project information known to us at this time, our proposed scope of services, and proposed fees.

GENERAL PROJECT INFORMATION

Project information was provided via e-mail correspondence from your office. We were provided with the following documents for our review:

- Request for proposal, dated March 19, 2013
- Preliminary Site Plan with proposed new ambulance station, entitled "Ambulance Station - South," dated March 5, 2013
- Preliminary Site Plan with proposed Hardin Co. Government Building, entitled "Hardin County Government Building," dated 3-13-2013

PROJECT INFORMATION - EMS SUBSTATION - SOUTH

The Ambulance Station - South project site is located south of the Dow Corning facility in Elizabethtown, Kentucky. The provided plan and correspondence indicates that the project will include a single-story, 7,300 square feet, pre-engineered building.

The provided plans and available aerial photography indicate that the project site is a grassy field and the proposed building will be at the site of a former residential

structure. A gravel or paved parking area is located south and east of the proposed ambulance station. Figure 1 below depicts the approximate site location.



Figure 1. Approximate Site Location

We have assumed that shallow foundations bearing on soil and a concrete slab-on grade floor will be utilized for the structure. The maximum anticipated wall loads have not been provided for the proposed structures. However, we expect maximum continuous footing loads will be 5 kips/ft or less and maximum isolated (column) footing loads will be less than 50 kips. No maximum floor slab loads were supplied to us for this proposal preparation. However, we anticipate that the maximum floor slab live load will not exceed 100 psf with no heavy concentrated loads. Also, we have assumed that no basements or partial basements are included in the project.

Based on the reviewed topographic information, the site appears to be relatively level. Since the project site is relatively level, we have assumed that no steep cut/fill slopes or retaining walls will be required.

According to the provided information, the proposed pavement areas will consist of a concrete drive and an asphalt parking area for 15 vehicles.

If any of the aforementioned information is in error or if the information changes during the course of the project, please contact our office so that we can re-evaluate the new information with respect to our findings and recommendations.

Based on our preliminary review of the geology in the area, the site is underlain by the St. Louis Limestone of Upper Mississippian age. Thus, the site is underlain by bedrock of high Karst risk. The generalized geology and Karst maps for the site are depicted below in Figures 2 and 3.

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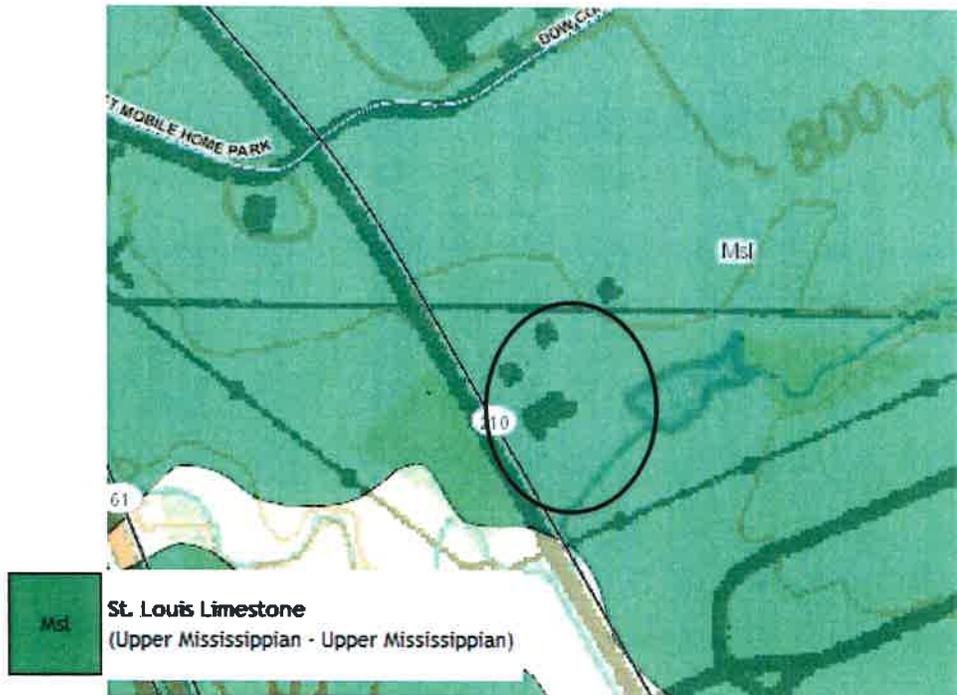


Figure 2. Generalized Geology (KGS Website, Cecilia Quadrangle)

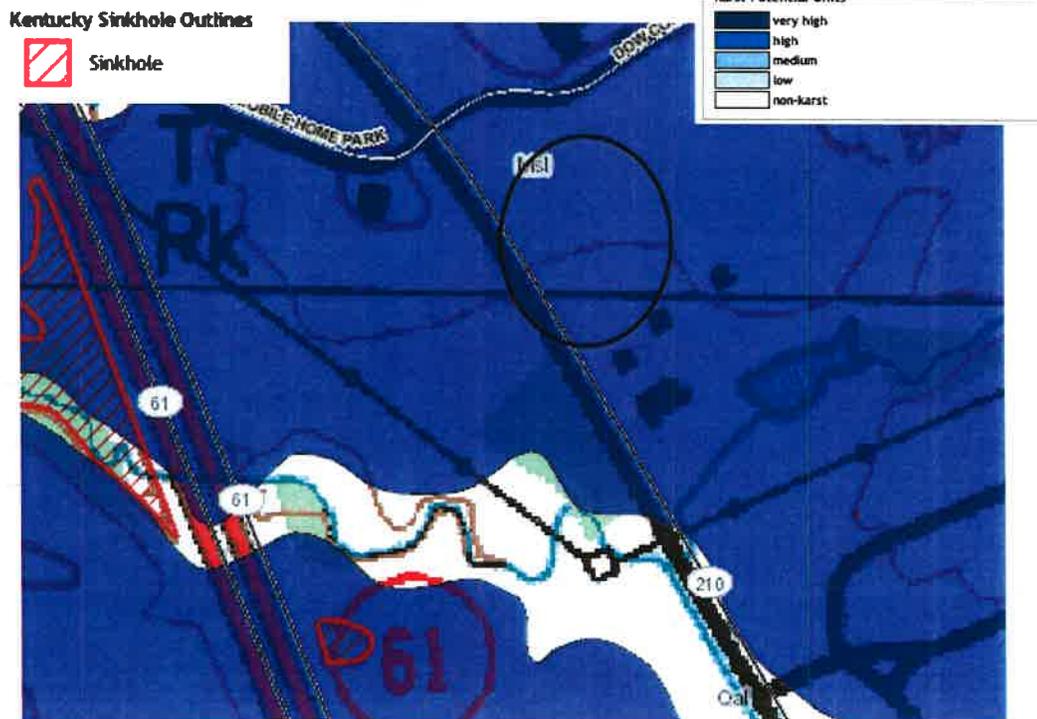


Figure 3. Generalized Karst Map (KGS Website, Cecilia Quadrangle)

AMB

Scope of Services

Our services are based on experience in the site area, with area construction practices, the provided information and anticipated site conditions. If the conditions vary greatly from anticipated or other project information changes during our services we will communicate proposed changes to our scope as needed.

CSI will assign a graduate geotechnical professional to conduct a field reconnaissance, to direct drilling/sampling operations and to log the samples obtained from the borings. Logging of the soil samples from the borings full-time by a qualified geotechnical professional is required by the Kentucky Building Code (see image below) and is critical to give the engineer the fullest insight into the site conditions (surface and subsurface conditions, and allows detailed discussions about the subsurface conditions with project personnel).

1802.5 Soil boring and sampling. The soil boring and sampling procedure and apparatus shall be in accordance with generally accepted engineering practice. The registered design professional shall have a fully qualified representative on the site during all boring and sampling operations.

Text taken directly from the Building Code

The Kentucky Building Code is adapted from the International Building Code, both of which are intended as design documents. As such, the sections of these documents are written with design considerations in mind. Therefore, when the code specifies "a fully qualified representative", it should be interpreted as someone who is familiar with design considerations and how subsurface conditions relate to these considerations (i.e. - a geotechnical engineering professional).

This added level of service allows the geotechnical report to do more than just document what was observed in the recovered samples. Our Chief Engineer (Bruce Hatcher, PE) or Principal Engineer (Joe Cooke, PE) will serve as the senior reviewer for the geotechnical report and the geotechnical engineer of record.

To explore the subsurface conditions, we propose to advance up to three soil test borings for the proposed structure and four borings for the proposed parking area. The structure borings will be advanced to 20 feet or auger refusal, whichever is encountered first. At least one structure boring will be advanced to auger refusal or 100 feet (whichever is encountered first) so that we may assign a seismic site classification for the project. Please note that we have assumed the rock depth on-site to be roughly 60 feet based on our experience in the Elizabethtown area. The pavement borings will be

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advanced to 5 feet or auger refusal, whichever is encountered first. Rock coring is not included in our scope of work for this project.

The four building corners (and their elevations) will be determined by a licensed surveyor. CSI personnel will stake the pavement borings and determine their elevations relative to the surveyed building corner elevations. Costs for this surveying are included in our proposal. Our scope of services also include a geophysical survey.

We expect that the field work will require one day to complete due to the small size of the proposed building footprint.

Prior to drilling, we will contact the state "before you dig" hot-line, per state regulations. These services contact primary utility providers that are contracted to the state agency. They do not locate private lines. We will place our borings away from known utility right-of-ways and the locations marked by the service, but we are not responsible for damages to or arriving from utility lines that are not identified by such services. Therefore, we will rely heavily on provided utility information to avoid such damage. A private locator service is recommended as a caution and aid to identifying utility locations (especially in urban settings). The costs for such services have not been included in our proposal.

Upon completion of drilling, we will check water levels in the boreholes. Since our field work will be completed in one day, we will not be taking 24-hour water level readings. We will backfill the holes with auger cuttings and reverse augering the top few feet to create a temporary plug (i.e. - temporarily providing a safe walking surface). These hole plugs may subside over time and require backfilling. Site personnel should be advised of this and they may need to backfill the borings at this later time. Borings performed in existing asphalt pavement areas will be backfilled at the surface with cold-patch asphalt. Grouting or additional backfilling has not been included in our proposal.

It should be noted that our services, which include sampling soil and possibly water in the boreholes, do not include assessment of environmental conditions.

Laboratory Testing

After the field operations, the recovered samples will be brought back to our laboratory for further classification (classified in general accordance with ASTM D2488) and subjected to the following anticipated laboratory testing for this site:

- Natural moisture contents
- Percent finer than the #200 sieve
- Atterberg limits
- Unconfined compressive strength test (on soil)



Please note that a California Bearing Ratio (CBR) test is not included in our scope of work for the EMS substation project.

Engineering Report

After completion of our laboratory testing and our geotechnical analysis, we will issue a geotechnical report. The report will discuss the following:

- Site topographic conditions, site observations, and published geology for the site and site area
- Area experience we have relative to the project which may affect the project performance
- Summary of subsurface findings
- Summary of standards used for field testing, laboratory testing, and geotechnical analysis
- A general discussion of the primary geotechnical-related issues affecting project design and construction
- A summary of recommendations for foundation design and construction
- A site seismic classification based on the geophysical survey
- A summary of recommendations for floor slab construction and design
- Recommendations for pavement design and construction (based on correlated CBR values)

Upon completion of the geotechnical report, we will submit the report to you in electronic format (.pdf). Before the report is submitted, we recommend a conference with the design team to discuss the report. We have included this conference in our scope of work. Additional conferences or meetings are not included in our scope, but we can be available for additional consultation on a time and materials basis.

PROJECT INFORMATION - GOVERNMENT BUILDING

The Government Building project site is located in the approximate area of Ring Road and Highway 1600 (Rineyville Road) in Elizabethtown, Kentucky. The provided plan and correspondence indicates that the project will include a four-story, 60,000 square feet structure. The lower floor of the building will occupy a footprint of approximately 15,000 square feet.



The provided plans and available aerial photography indicate that the project site is a grassy field near the Hardin County Emergency Service Center. Figure 4 below depicts the approximate site location.



Figure 4 - Approximate Site Location

We have assumed that deep foundations bearing on rock and a concrete slab-on grade will be utilized for the structure. The maximum anticipated wall loads have not been provided for the proposed structure, at this time. However, we expect that they will be 5 kips/ft or less and column loads will be less than 500 kips. No maximum floor slab loads were supplied to us for this proposal preparation. However, we anticipate that the maximum floor slab live load will not exceed 100 psf with no heavy concentrated loads.

Based on the reviewed topographic information, the site appears to be on a gently sloping hill. Since the project site appears to be on a gently sloping hill, it may require cut/fill slopes or retaining walls to achieve the desired grades. We have learned through e-mail communications that a walk-out basement will be included in the project.

According to our discussions with you, the proposed pavement areas will include two large parking lots located at the front and rear of the proposed building. The pavements will likely consist of light duty parking stalls and heavy duty drive lanes and concrete dumpster areas.

If any of the aforementioned information is in error or if the information changes during the course of the project, please contact our office so that we can re-evaluate the new information with respect to our findings and recommendations.

Based on our preliminary review of the geology in the area, the site is underlain by the St. Louis Limestone of Upper Mississippian age. Thus, the site is underlain by bedrock

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with high Karst risk. The generalized geology and Karst maps for the site are depicted below in Figures 5 and 6.

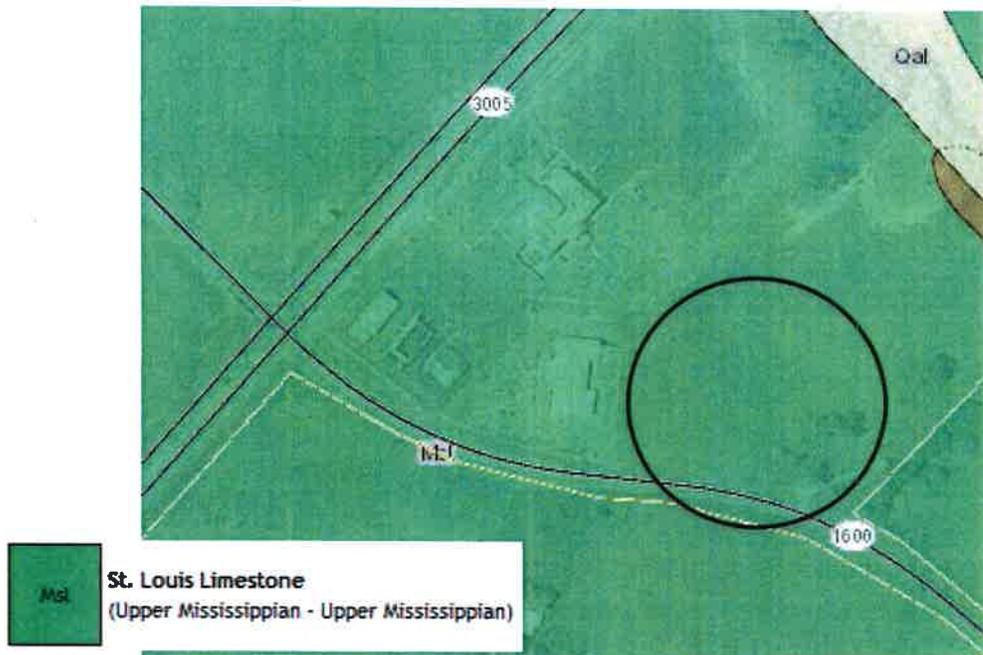


Figure 5. Generalized Geology (KGS Website, Cecilia Quadrangle)

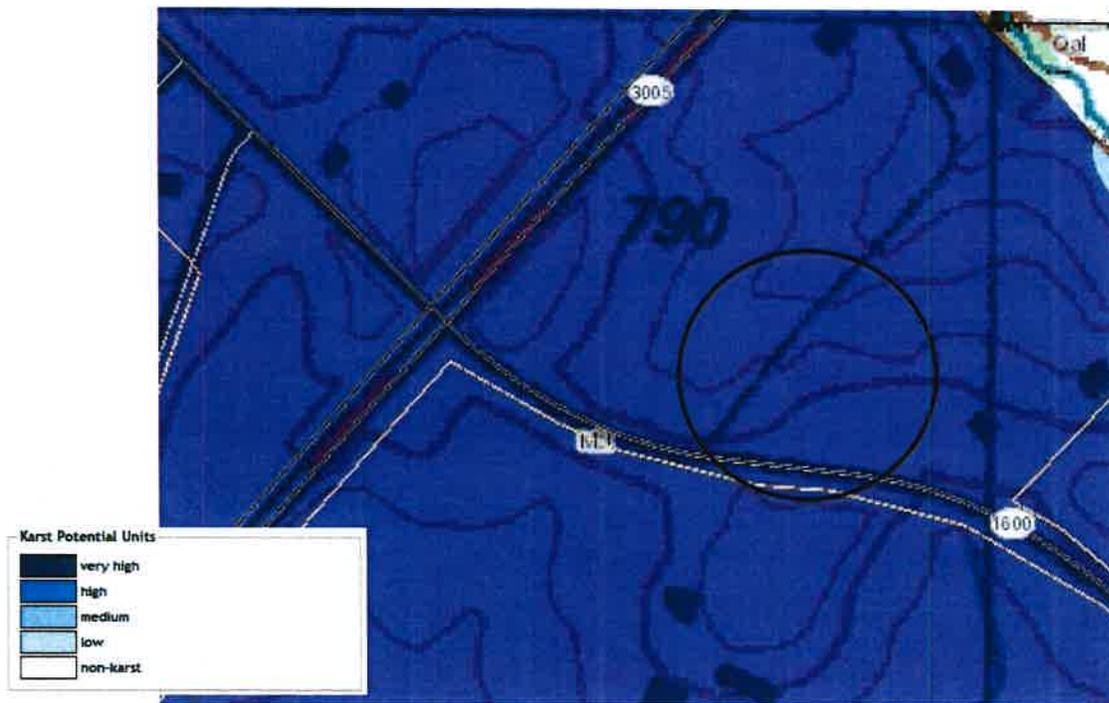


Figure 6. Generalized Karst Map (KGS Website, Cecilia Quadrangle)

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Scope of Services

Our services are based on experience in the site area, with area construction practices, the provided information and anticipated site conditions. If the conditions vary greatly from anticipated or other project information changes during our services we will communicate proposed changes to our scope as needed.

CSI will assign a graduate geotechnical professional to conduct a field reconnaissance, to direct drilling/sampling operations, to log the samples obtained from the borings and to obtain/log the rock cores. Logging of the soil samples and/or rock cores from the borings full-time by a qualified geotechnical professional is required by the Kentucky Building Code (see image below) and is critical to give the engineer the fullest insight into the site conditions (surface and subsurface conditions, and allows detailed discussions about the subsurface conditions with project personnel).

1802.5 Soil boring and sampling. The soil boring and sampling procedure and apparatus shall be in accordance with generally accepted engineering practice. The registered design professional shall have a fully qualified representative on the site during all boring and sampling operations.

Text taken directly from the Building Code

The Kentucky Building Code is adapted from the International Building Code, both of which are intended as design documents. As such, the sections of these documents are written with design considerations in mind. Therefore, when the code specifies "a fully qualified representative", it should be interpreted as someone who is familiar with design considerations and how subsurface conditions relate to these considerations (i.e. - a geotechnical engineering professional).

This added level of service allows the geotechnical report to do more than just document what was observed in the recovered samples. Our Chief Engineer (Bruce Hatcher, PE) or Principal Engineer (Joe Cooke, PE) will serve as the senior reviewer for the geotechnical report and the geotechnical engineer of record.

To explore the subsurface conditions, we propose to advance up to six soil test borings for the proposed structure and eighteen borings for the proposed pavement areas. The structure borings will be advanced up to 20 or auger refusal, whichever is encountered first. At least one structure boring will be advanced to auger refusal or to 100 feet, so that we may assign a seismic site classification for the project. Again, we have assumed that the rock depth on-site will be roughly 60 feet based on our experience in the Elizabethtown area. The pavement borings will be advanced to 5 feet or auger refusal,

whichever is encountered first. Since the project will likely have deep foundations bearing on rock, we propose to perform up to 10 feet of rock coring at one boring location to sample the refusal materials.

Boring locations and elevations will be determined by a licensed surveyor. Costs for this surveying are included in our proposal.

Our scope of services also include a geophysical survey. We expect that the field work will require two to three days to complete, due to the size of the proposed building footprint and pavement areas.

Prior to drilling, we will contact the state "before you dig" hot-line, per state regulations. These services contact primary utility providers that are contracted to the state agency. They do not locate private lines. We will place our borings away from known utility right-of-ways and the locations marked by the service, but we are not responsible for damages to or arriving from utility lines that are not identified by such services. Therefore, we will rely heavily on provided utility information to avoid such damage. A private locator service is recommended as a caution and aid to identifying utility locations (especially in urban settings). The costs for such services have not been included in our proposal.

Upon completion of drilling, we will check water levels in the boreholes. Then, we will backfill the holes with auger cuttings and reverse augering the top few feet to create a temporary plug (i.e., temporarily providing a safe walking surface). These hole plugs may subside over time and require backfilling. Site personnel should be advised of this and they may need to backfill the borings at this later time. Borings performed in existing asphalt pavement areas will be backfilled at the surface with cold-patch asphalt. Grouting or additional backfilling has not been included in our proposal.

It should be noted that our services, which include sampling soil and possibly water in the boreholes, do not include assessment of environmental conditions.

Laboratory Testing

After the field operations, the recovered samples will be brought back to our laboratory for further classification (classified in general accordance with ASTM D2488) and subjected to the following anticipated laboratory testing for this site:

- Natural moisture contents
- Percent finer than the #200 sieve
- Atterberg limits
- California Bearing Ratio (CBR) test (includes standard Proctor test)
- Unconfined compressive strength test (on rock)

Engineering Report

After completion of our laboratory testing and our geotechnical analysis, we will issue a geotechnical report. The report will discuss the following:

- Site topographic conditions, site observations, and published geology for the site and site area
- Area experience we have relative to the project which may affect the project performance
- Summary of subsurface findings
- Summary of standards used for field testing, laboratory testing, and geotechnical analysis
- A general discussion of the primary geotechnical-related issues affecting project design and construction
- A summary of recommendations for foundation design and construction
- A site seismic classification based on the geophysical survey
- A summary of recommendations for floor slab construction and design
- Recommendations for lateral earth pressures for below grade walls
- A summary of recommendations for pavement design and construction (based on a laboratory determined CBR value)

Upon completion of the geotechnical report, we will submit the report to you in electronic format (.pdf). Before the report is submitted, we recommend a conference with the design team to discuss the report. We have included this conference in our scope of work. Additional conferences or meetings are not included in our scope, but we can be available for additional consultation on a time and materials basis.

SCHEDULE AND COMPENSATION

When we receive written authorization to proceed, we can commence drilling typically within five to ten business days. However, the BUD call requires at least two business days notification. We anticipate the field services for both projects to take three to four days to complete. Typically, a preliminary summary of findings and discussion of major topics can be provided within two business days of completion of drilling (typically via e-mail or telephone conversation with the design team). Each of our two final reports will be issued within ten to fifteen business days following the completion

of drilling (barring unforeseen circumstances). The geophysical reports will be completed within two weeks of completion of drilling.

Based on the site conditions and the scope of services shown, we can provide our geotechnical services for the following lump sum fees:

EMS Substation Project	-	\$6,350
Government Building	-	<u>\$10,500</u>
Total Lump Sum Fee	-	\$16,850

Please note that these fees are based on performing the two projects concurrently. Thus, we have divided the total mobilization/demobilization fees (\$600) and the total geophysical fees (\$4,300) equally between the two projects. If we are required to perform our field services separately, our price will be adjusted accordingly. We have included our fee estimates for each project for your reference. Additional or out of scope services can be performed on a time and materials basis. We can provide another estimate and contract work order for such services at the time of request.

Additional Notes:

- Drilling equipment, the drilling process, and traversing the site could cause some rutting and ground disturbance on vegetated/bare soil areas (if any) of the site. We will try to minimize the disturbance. However, the cost for any ground cover repair/replacement due to the operation of drilling equipment is not included in our proposal. Borings drilled in asphalt or concrete areas will be patched with cold-patch asphalt.

CONCLUSION

Thank you for considering CSI for your project. If there are any questions or if we can provide any additional information to aid in your evaluation of this proposal, please call us at your convenience. To authorize us to begin work, please sign the attached Proposal Acceptance Sheet and return to us. Please note that the Terms and Conditions are a part of this proposal.

We appreciate your consideration of CSI for this work and look forward to assisting you on this and future projects.

Sincerely,



Consulting Services Incorporated of Kentucky,

Daniel Skillman, GIT, SI
Staff Professional

Bruce L. Hatcher, PE, SI
Chief Engineer

Attachments: Fee Estimates (2)
Proposal Acceptance Sheet/Terms and Conditions



Project: EMS Substation
 Location: Elizabethtown, Kentucky
 Prepared By: DS Date: 3/26/2013
 Checked By: BH Date: 3/26/2013
 Proposal # 2425

Summary of field exploration
2 Holes to 20 feet, 1 Hole to 60 feet, 4 holes to 5 feet

Description	Quantity	Unit Cost	Cost	NOTES
DRILLING				
Mobilization	0.5 EA	600.00	\$300.00	
Soil Test Borings (0' to 30')	90.0 FT	10.00	\$900.00	
Soil Test Borings (30' to 50')	20.0 FT	20.00	\$400.00	
Soil Test Borings (50' to 80')	10.0 FT	25.00	\$250.00	
Soil Test Borings (80' to 100')	FT	30.00	\$0.00	
Core Hole Set-up Fee	EA	100.00	\$0.00	
Auger Borings	FT	8.00	\$0.00	
Bulk Sample	EA	30.00	\$0.00	
Undisturbed Sampling (Shelby Tubes)	1.0 EA	50.00	\$50.00	
Water Truck	DY	100.00	\$0.00	
Rock Coring	FT	30.00	\$0.00	
Multiplier for Night/Weekend Drillin	1.5 times normal rates			
Sample Bags	2.0 DZ	5.00	\$10.00	
Cutting cores thru existing floor slab	EA	50.00	\$0.00	
			Subtotal	\$1,910.00
LAB TESTING				
Atterberg Limits	2 EA	60.00	\$120.00	
Grain Size Analysis with No. 200 Wash	EA	60.00	\$0.00	
Soil Finer than No. 200	2 EA	50.00	\$100.00	
pH/resistivity	EA	110.00	\$0.00	
Natural Moisture Content	20 EA	8.00	\$160.00	
Organic Content	EA	25.00	\$0.00	
Standard Proctor	EA	130.00	\$0.00	
Unconfined Strength (soil/rock)	1 EA	60.00	\$60.00	
CBR (includes standard Proctor)	EA	350.00	\$0.00	
Pyritic Sulphur Test	Ea.	100.00	\$0.00	
			Subtotal	\$440.00
ENGINEERING				
Proposal / Setup / Utilities	2.0 HR	100.00	\$200.00	
Utility Locating Subcontractor	EA	2,000.00	\$0.00	
Engineering Field Time	8.0 HR	75.00	\$600.00	
Classification / Lab Assignments	1.0 HR	75.00	\$75.00	
Analysis	1.0 HR	75.00	\$75.00	
Report	8.0 HR	75.00	\$600.00	
Senior PE Review	2.0 HR	100.00	\$200.00	
Final Report	1.0 HR	75.00	\$75.00	
Drafting	3.0 HR	50.00	\$150.00	
			Subtotal	\$1,975.00
OTHER EXPENSES				
Mileage (one way)	95.0 MI	0.80	\$76.00	
Geophysical survey	0.5 EA	4,300.00	\$2,150.00	
Surveyor	1.0 EA	300.00	\$300.00	
Per Diem-Engineer	EA	150.00	\$0.00	
			Subtotal	\$2,526.00
			TOTAL	\$6,851.00
			Rounded to	\$6,350.00



Project: Government Building
 Location: Elizabethtown, Kentucky
 Prepared By: DS Date: 3/26/2013
 Checked By: BH Date: 3/26/2013
 Proposal # 2425

Summary of field exploration

5 Holes to 20 feet or refusal, 1 Hole to 60 feet, 18 Holes to 5 feet, 1 10-foot rock core

Description	Quantity	Unit Cost	Cost	NOTES
DRILLING				
Mobilization	0.5 EA	600.00	\$300.00	
Soil Test Borings (0' to 30')	210.0 FT	10.00	\$2,100.00	
Soil Test Borings (30' to 50')	20.0 FT	20.00	\$400.00	
Soil Test Borings (50' to 80')	10.0 FT	25.00	\$250.00	
Soil Test Borings (80' to 100')	FT	30.00	\$0.00	
Core Hole Set-up Fee	1.0 EA	100.00	\$100.00	
Auger Borings	FT	8.00	\$0.00	
Bulk Sample	EA	30.00	\$0.00	
Undisturbed Sampling (Shelby Tubes)	EA	50.00	\$0.00	
Water Truck	0.5 DY	100.00	\$50.00	
Rock Coring	10.0 FT	30.00	\$300.00	
Multiplier for Night/Weekend Drilling	1.5 times normal rates			
Sample Bags	2.0 DZ	5.00	\$10.00	
Drill Crew Per Diem	2.0 EA	150.00	\$300.00	
			Subtotal	\$3,810.00
LAB TESTING				
Atterberg Limits	3 EA	60.00	\$180.00	
Grain Size Analysis with No. 200 Wash	EA	60.00	\$0.00	
Soil Finer than No. 200	3 EA	50.00	\$150.00	
pH/resistivity	EA	110.00	\$0.00	
Natural Moisture Content	40 EA	8.00	\$320.00	
Organic Content	EA	25.00	\$0.00	
Standard Proctor	EA	130.00	\$0.00	
Unconfined Strength (soil/rock)	1 EA	60.00	\$60.00	
CBR (includes standard Proctor)	1 EA	350.00	\$350.00	
Pyritic Sulphur Test	Ea.	100.00	\$0.00	
			Subtotal	\$1,060.00
ENGINEERING				
Proposal / Setup / Utilities	2.0 HR	100.00	\$200.00	
Utility Locating Subcontractor	EA	2,000.00	\$0.00	
Engineering Field Time	16.0 HR	75.00	\$1,200.00	
Classification / Lab Assignments	1.0 HR	75.00	\$75.00	
Analysis	2.0 HR	75.00	\$150.00	
Report	10.0 HR	75.00	\$750.00	
Senior PE Review	2.0 HR	100.00	\$200.00	
Final Report	1.0 HR	75.00	\$75.00	
Drafting	7.0 HR	50.00	\$350.00	
			Subtotal	\$3,000.00
OTHER EXPENSES				
Mileage (one way)	95.0 MI	0.80	\$76.00	
Geophysical survey	0.5 EA	4,300.00	\$2,150.00	
Surveyor	1.0 EA	600.00	\$600.00	
Per Diem-Engineer	2.0 EA	150.00	\$300.00	
			Subtotal	\$3,126.00
			TOTAL	\$10,996.00
			Rounded to	\$10,500.00

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PROPOSAL ACCEPTANCE SHEET

CSI's SERVICES	
Services Description	Geotechnical Exploration
Project Name	Hardin County EMS Substation No.4 and Government Building
Project Location	Elizabethtown, Kentucky
Proposal Number	2425
CSI Office	Lexington, KY
	Proposal Date: March 26, 2013
	CSI Representative: Bruce L. Hatcher, PE

CLIENT - CSI will perform the Services referenced in the Proposal for and charge the Invoice to the account of:	
Client Name	
Full Address	
Company Contact	
Telephone	Facsimile:
E-mail Address	

FOR APPROVAL OF CHARGES - If the invoice is to be mailed for approval to a party other than the Client listed above, please specify below:	
Company	Same as above
Full Address	
Company Contact	
Telephone	
E-mail Address	Facsimile:

SITE OWNER INFORMATION (if other than Client):	
Company	Same as above (assumed)
Full Address	
Company Contact	
Telephone	
E-mail Address	Facsimile:

SPECIAL INSTRUCTIONS	
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PROPOSAL ACCEPTANCE & AUTHORIZATION TO PROCEED Consulting Services Incorporated of Kentucky, (CSI) will perform services set forth in the Proposal referenced above, incorporated herein by reference (the Proposal) (collectively, the "Services") subject to the terms listed on this page and pages 2 through 4 hereof. For purposes herein, the term "Site" shall mean Project Location listed above. Proposals (and costs therein) shall be valid for no more than 90 days. Receipt by CSI of a signed Proposal Acceptance Sheet shall constitute the Client's Authorization to Proceed and agreement and acceptance of the terms hereunder.

TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services will be performed in accordance with standards customarily observed by a firm rendering the same or similar services in the same geographic region during the same time period. CSI makes no warranties, express or implied, as to the Services performed hereunder except for the preceding sentence's warranty of compliance with generally accepted standards, CSI hereby FULLY AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED. During the Services, CSI will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, Client understands and agrees that invasive services, including, but not limited to, drilling, boring or sampling, may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise agreed in writing. The Services shall in no way be construed, designed or intended to be relied upon as legal interpretation or advice.

2. RELATIONSHIP OF PARTIES. CSI, its employees, agents, affiliates or subcontractors shall act solely as an independent contractor in performing the Services. CSI shall have no right or authority to act for Client and will not enter into any agreement in the name of or on behalf of Client unless otherwise agreed in writing. Nothing in these Terms & Conditions shall be construed to give any rights or benefits to any party other than Client and CSI. Unless otherwise authorized in writing by CSI,

there are no intended third party beneficiaries to these terms and conditions or to any work product or services by CSI; Client is the sole intended and agreed beneficiary of CSI's services and work product. Client agrees that should CSI elect to grant reliance to a third party lender, the third party must first sign CSI's Reliance and Potential Conflict of Interest agreement.

3. DOCUMENTS & CONFIDENTIALITY. All documents including, but not limited to, drawings, specifications, reports, logs, field notes, lab test data, calculations, and estimates prepared by or for CSI in connection with the Services are instruments of service and shall be the sole property of CSI ("Work Product"); however, Client may request a copy for its exclusive use and Client further agrees that under no circumstances shall any document produced by CSI under this Agreement, be used at any location or for any project not expressly provided for in this Agreement without CSI's prior written permission. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of CSI. Work Product will not be disclosed by CSI to a third party without prior consent of Client except to the extent required to comply with a rule or regulation, court order, governmental directive, or professional or ethical standard or when such Work Product or portion thereof becomes available to the general public or is received by CSI from others who lawfully possess same. Client

authorizes CSI to use and publish Client's name and general description of the Services in CSI's marketing materials. CSI has the right in its sole discretion, to dispose of or retain the documents. If Client requests documents in an electronic format, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by CSI remains the document of record.

Reliance upon the Services shall be limited to Client; any unauthorized release of Work Product is prohibited and CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD CSI HARMLESS FROM ANY AND ALL CLAIMS OR DAMAGES ASSOCIATED WITH THE UNAUTHORIZED RELEASE OF WORK PRODUCT TO THIRD PARTIES. Notwithstanding the foregoing, any third party reliance expressly authorized by CSI and Client is subject to the limitation of liability and terms and conditions stated herein except as specifically agreed to in writing by the parties.

4. CSI REPRESENTATIONS. Findings and recommendations resulting from the Services are based upon information derived from CSI's on-site activities and other services performed hereunder; such information is subject to change over time. Certain indicators of hazardous substances, petroleum products or other deleterious constituents may have been latent, inaccessible, unobservable or not present during the Services, and CSI cannot represent that the Site is not affected by constituents or other latent conditions beyond those identified from the Services performed. Subsurface conditions throughout the Site may vary from data revealed from discrete borings, tests, assessments, investigations or other exploratory services; CSI's findings, recommendations and estimates are based solely upon data available to CSI at the time of the Services. CSI will not be responsible for a third party's interpretations or use of the data. CSI will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the Site. Should CSI provide observations or monitoring services at the Site at any time, Client agrees that CSI shall not be responsible for any working conditions or safety at the Site other than for its own staff during said observations or monitoring services. Any monitoring of a third party's or contractor's procedures does not include review of the adequacy of said contractor's safety measures in, on, adjacent to, or near the project.

5. CLIENT REPRESENTATIONS. Client understands the nature of CSI's presence on the Site and shall ensure that CSI's personnel and subcontractors have safe and reasonable access to the Site for the performance of the Services. Client shall furnish or cause to be furnished to CSI an accurate Site map and all information known or available to Client, including, but not limited to, past and current Site operations, subterranean structures, utilities, and the environmental condition of the Site (such as the identity, location, quantity, nature or characteristics of any hazardous or toxic materials on or near the Site). CSI may rely upon, but shall not be responsible for the accuracy of, any data provided by Client, Client's agent or any third party. Client shall immediately transmit new, updated or revised information as it becomes available during the Services. Client will secure all necessary approvals, permits, licenses and consents necessary to commence and complete the Services unless otherwise agreed in writing, and shall make any and all spill or release notifications that may be required by law.

6. SUBTERRANEAN STRUCTURES, UTILITIES, WETLAND ISSUES. Client is responsible for accurately providing the locations of all subterranean structures and utilities and potentially jurisdictional areas which may contain wetlands, endangered species habitat or cultural resources. CSI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities and potentially jurisdictional areas identified to us. CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY CSI FOR ANY CLAIMS, PAYMENTS OR OTHER LIABILITY, INCLUDING REASONABLE ATTORNEYS FEES, FOR ANY DAMAGES TO SUBTERRANEAN STRUCTURES, UTILITIES OR POTENTIALLY JURISDICTIONAL AREAS which are not (i) accurately identified by Client or others, (ii) accurately depicted on plans; or (iii) called to the attention of CSI prior to performing the Services, except to the extent that CSI has been contracted to locate sensitive areas on the site not identified or accurately located.

7. INDEMNITIES. CSI SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, TO THE EXTENT THE SAME ARISE FROM (I) A NEGLIGENT BREACH BY CSI OF THESE TERMS & CONDITIONS; (II) VIOLATION OF LAW BY CSI IN PERFORMING THE SERVICES OR (III) NEGLIGENT ERRORS OR OMISSIONS OF CSI IN PERFORMING THE SERVICES. CSI'S TOTAL MAXIMUM AGGREGATE LIABILITY (IRRESPECTIVE OF THE NUMBER OF CLAIMS OR CLAIMANTS) UNDER THIS INDEMNITY TO CLIENT OR ANY THIRD PARTY SHALL BE LIMITED BY CLIENT SUCH THAT CSI'S MAXIMUM LIABILITY TO CLIENT OR ANY THIRD PARTY SHALL IN NO EVENT EXCEED THE AMOUNT SET OUT IN THE PARAGRAPH ENTITLED "RISK ALLOCATION AND LIABILITY LIMITATION". CLIENT AGREES TO RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY CSI FROM AND AGAINST ALL FURTHER LIABILITY UNDER THE ABOVE INDEMNITY INCLUDING ANY AND ALL LAWSUITS, CLAIMS, LIABILITIES, ACTIONS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THAT SUCH CLAIM, PROPERTY DAMAGE, INJURY OR DEATH RESULTED FROM (I) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR CLIENT'S AGENT; (II) VIOLATION OF LAW OR REGULATION BY CLIENT OR CLIENT'S AGENT; (III) CLIENT OR CSI'S ALLEGED INVOLVEMENT AT THE SITE AS AN OWNER, OPERATOR, ARRANGER, GENERATOR OR TRANSPORTER OF HAZARDOUS SUBSTANCES OR WASTES; OR (IV) INACCURATE INFORMATION PROVIDED BY CLIENT TO CSI. CLIENT UNDERSTANDS THE NATURE OF INVASIVE SERVICES WHICH MAY INVOLVE DRILLING THROUGH VARIED SOIL AND WATER STRATA WHICH MAY RESULT IN INADVERTANT AND UNAVOIDABLE CROSS-MINGLING OF SAID STRATA AND CONSTITUENTS THEREIN; CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS CSI SHOULD THIS OCCUR TO THE EXTENT NOT CAUSED BY THE NEGLIGENCE OF CSI, SUBJECT ALWAYS IN EVERY RESPECT TO THE LIMITATION OF LIABILITY SET OUT IN THE PARAGRAPH BELOW ENTITLED "RISK ALLOCATION AND LIABILITY LIMITATION".

8. RISK ALLOCATION AND LIABILITY LIMITATION. The parties hereunder are aware and understand the risks and rewards associated with the Services, as well as CSI's fee for these Services. The Client acknowledges that without this limitation of liability CSI would not have performed the services and that both parties had the opportunity to negotiate the terms and conditions of this Agreement. THE CLIENT AND CSI AGREE TO ALLOCATE CERTAIN OF THE RISKS SO THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, CSI'S TOTAL MAXIMUM AGGREGATE (IRRESPECTIVE OF THE NUMBER OF CLAIMS OR CLAIMANTS) LIABILITY TO CLIENT AND ANY THIRD PARTIES SHALL IN NO EVENT EXCEED \$50,000 OR THE AMOUNT OF CSI'S FEE, WHICHEVER IS GREATER FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES) ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, CSI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, INDEMNITY OBLIGATIONS, OR OTHER ACTS GIVING RISE TO LIABILITY BASED UPON CONTRACT, TORT OR STATUTE EXCEPT FOR THE KNOWINGLY AND INTENTIONALLY WRONGFUL MISCONDUCT OF CSI. THE LIMITATION AND AGGREGATE SHALL APPLY TO ALL WORK FOR CLIENT BY CSI IRRESPECTIVE OF WHETHER SUBSEQUENT AGREEMENTS CONTAIN THIS OR A SIMILAR PROVISION. THE LIMIT OF LIABILITY SET OUT ABOVE CAN BE INCREASED TO A MAXIMUM OF \$1,000,000.00 PROVIDED CLIENT SO REQUESTS IN WRITING AT THE TIME CLIENT AUTHORIZES CSI'S SERVICES. THAT THE CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF 10 PERCENT (10%) OF THE TOTAL FEE OR \$500.00, WHICHEVER IS GREATER, The additional charge of 10% accounts for increased risk assumed and should not be construed as a charge for additional professional liability insurance. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS CSI FROM AND AGAINST ALL LIABILITIES IN EXCESS OF THE MONETARY LIMIT ESTABLISHED ABOVE. THE PARTIES ALSO AGREE THAT CLIENT WILL NOT SEEK DAMAGES IN EXCESS OF THE LIMITATIONS INDIRECTLY THROUGH SUITS WITH OTHER PARTIES WHO MAY JOIN CSI AS A THIRD-PARTY DEFENDANT. For purposes of this paragraph, the term "parties" means the Client and CSI and their officers, directors, shareholders, employees, agents, affiliates, successors, assigns, and subcontractors. Both Client and CSI agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

9. DISPUTE RESOLUTION COSTS. In the event that CSI and Client find themselves in adversarial positions, and in the event of litigation, arbitration, or mediation in connection therewith, the non-prevailing party shall reimburse the prevailing party for the prevailing party's

documented legal costs in addition to whatever judgment or settlement sums may be due.

10. MONITORING. This paragraph applies in the event CSI 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. In this case, CSI will report observations and its professional opinions to the Client. No action of CSI or CSI's Site representative shall be construed as altering any contract between Client and third parties. The CSI representative has no right to reject or stop work of any Client agent; such rights are reserved solely for Client. Furthermore, CSI's presence on-site does not in any way guarantee the completion or quality of the performance of the work of any third party. CSI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of any third party or any agent of the Client.

11. SAMPLING OR TEST LOCATION. Unless otherwise stated, the fees in the Proposal do not include costs associated with surveying of the site for the accurate horizontal or vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations only, unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

12. WASTES; SAMPLES. This paragraph applies in those instances where Services performed involve wastes or samples. Unless otherwise specified in the Proposal, proper disposition of any contaminated materials generated during the Services (including, but not limited to, waste materials, samples, produced soils or fluids, cuttings, or protective gear or equipment) is out-of-scope and shall require a written amendment by the parties specifying Client's choice of transporter and waste facility. In no event shall CSI be required to sign or certify a manifest, disposal ticket or like document relating to the transport or disposition of hazardous materials or hazardous waste. It is understood and agreed that CSI, in performing the Services, does not act as a generator, transporter, arranger, or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Client and CSI understand and agree that title to all foregoing samples and waste materials remains with Client. Laboratory or field equipment that cannot be decontaminated from hazardous constituents shall become the property and responsibility of Client, and Client shall reimburse CSI for its fair market value unless otherwise agreed in writing. Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of ordered analytical tests; other investigation-derived wastes will be disposed of within 60 days after submission of a final CSI report documenting the Services. At Client's written request, CSI will retain preservable test specimens or the residue therefrom at an agreed-to charge, and will use reasonable and common business efforts to retain such test specimens or samples but only for a mutually acceptable and agreed-to storage charge and period of time. Client agrees that CSI is not responsible or liable under any circumstance or in any event to Client or any third party for any loss of test specimens or samples retained in storage, Client waiving all claims in connection therewith and agreeing to indemnify CSI in connection therewith.

13. DELAYS; CHANGED CONDITIONS. If Services cannot be performed on or before the projected due date because of circumstances beyond the reasonable control of CSI, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, access limitations, health and safety risks, governmental action, third party action or Client action or omission, or criminal acts by non-CSI persons or entities, or acts of war, terrorism, or the public enemy, the Services shall be amended by Client and CSI in accordance with paragraph 19. In the event Site conditions change materially from those observed at the Site or described to CSI at the time of Proposal, CSI and Client shall execute a written change order evidencing equitable adjustments to the Proposal and Project Cost; Client understands that said changed conditions may delay, postpone or suspend the Services until such time as Services and the

Project Cost are amended. In the event a timely and equitable change order cannot be negotiated by the parties, CSI, at its discretion, may terminate its Proposal, Services, and agreement with Client.

14. DISCOVERY OF HAZARDOUS MATERIALS. Client represents that it has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed CSI of Client's findings relative to the possible presence of such materials. Hazardous materials may exist where there is no reason to believe they could or should be present. CSI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Proposal or termination of the Services. CSI and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for CSI to take immediate measures to protect health and safety of its personnel. Client agrees to compensate CSI for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. CSI agrees to notify Client when unanticipated or suspected hazardous materials are encountered. Client shall make any and all disclosures required by law to the appropriate governing agencies. CLIENT ALSO AGREES TO HOLD CSI HARMLESS FOR ANY AND ALL CONSEQUENCES OF DISCLOSURES MADE BY CSI THAT ARE REQUIRED BY GOVERNING LAW OR ETHICAL CANON. In the event the Site is not owned by the Client, Client shall be responsible for informing the Site owner of the discovery of unanticipated or suspected hazardous materials. Notwithstanding any other provision of the Agreement, CLIENT WAIVES ANY CLAIM AGAINST CSI AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CSI FROM ANY CLAIM, LIABILITY, AND DEFENSE COSTS FOR INJURY OR LOSS ARISING FROM CSI'S DISCOVERY AND DISCLOSURE OR REPORTING OF UNANTICIPATED OR SUSPECTED HAZARDOUS MATERIALS, including, but not limited to, any project delay costs and any costs associated with possible reduction of the Site's value.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by applicable law, for separate and valuable consideration of the promises contained in this environmental indemnity language (which is a valuable and fundamental inducement to CSI to provide services to Client), Client agrees to defend, hold harmless, and indemnify CSI from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by CSI's negligence or willful misconduct (such exception being always subject to the "Risk Allocation and Liability Limitation" provision set out elsewhere herein), resulting from:

- a) Client's violation of any federal, state, or local statute regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- b) Client's undertaking of or arrangements for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at a site;
- c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during, or after the completion of CSI's services;
- d) allegations that CSI is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to CSI's services; or
- e) any third party suit or claim for damages against CSI alleging strict liability, personal injury (including death) or property damage from exposure to or releases of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of CSI's services under this Agreement.

The obligations of this paragraph are in addition to (and not in the place of) any other Client indemnity obligations herein. Nothing herein shall operate to increase the limitation of liability set out elsewhere herein.

15. MONITORING WELLS. Client will take custody of all monitoring wells and probes installed as part of the services provided by CSI and will take any and all necessary steps for the proper maintenance, repair or closure of such well or probes at Client's expense.

16. TERMINATION. Client or CSI may terminate a Proposal, the Services or this Agreement upon seven (7) days written notice should the

other party fail substantially to perform in accordance with these Terms & Conditions through no fault of the terminating party or if the Client suspends the Services for more than three (3) months. Further, CSI may terminate Services as described in the Proposal Acceptance Sheet hereunder. Client shall compensate CSI for Services performed up to the date of receipt of termination plus any and all reasonable costs incurred in terminating the Services in accordance with CSI's current fee schedule, including, but not limited to, the cost of completing analyses, records, and reports necessary to document project status at the time of termination.

17. ASSIGNMENTS. Neither these Terms & Conditions nor any interest, claim or obligation hereunder shall be assigned or transferred by Client to any party or parties without the prior consent of CSI. Nothing herein shall prevent CSI from using CSI's subcontractors to assist in performing the Services.

18. NON-WAIVER; INVALIDITY. In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provision of these Terms & Conditions. Failure or delay in exercising any right, power or remedy under these Terms & Conditions shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. These Terms & Conditions may be executed via facsimile or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.

PAYMENT TERMS: CSI will be compensated for performing the Services in accordance with the Proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 15 days of receipt of CSI's invoice and recognizes that charges not paid within 15 days are subject to a late payment charge of 1.5 percent (1.5%) (but not to exceed the maximum applicable legal rate) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. The Client shall notify CSI within 10 days of receipt of CSI's invoice should the invoice contain charges the Client intends to dispute. Client agrees to pay any and all collection costs on overdue invoices, including reasonable attorneys' fees. Client further agrees that CSI has the right to suspend or terminate the Services in CSI's sole discretion if undisputed charges are not paid within 45 days of receipt of CSI's invoice and agrees to waive any and all claims against CSI and to indemnify, defend and hold CSI harmless from and against any claims arising from CSI's suspension or termination due to Client's failure to provide timely payment. Client agrees that all documents of any nature furnished to Client or Client's agents or designees in connection with the Services, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever.

Accepted this 9th day of April, 2013.

Print or type Client Name:

Hardin County Government

Signature of Authorized Representative:



Print or type name of Authorized Representative and Title:

Harry L. Berry, Hardin County Judge/Executive

19. APPLICABLE LAW; VENUE; SURVIVAL. THE SERVICES, PROPOSAL AND THESE TERMS & CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE CORRESPONDING TO THE LOCATION OF THE SOLICITING CSI OFFICE (as identified on the Proposal Acceptance Sheet). Venue for any legal action hereunder shall be in the same said location. Paragraphs 3, 7 and 8 will survive termination of this Agreement for any cause.

20. PRECEDENCE; AMENDMENTS. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and amongst Client and CSI with respect to the matters contained herein. These Terms & Conditions herein may be amended only by an agreement signed by both CSI and Client.

21. CONTINUING AGREEMENT. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If CSI provides services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations of liability established under the Agreement apply to such Services as if the parties had executed an amendment.

22. CONFLICTS OF INTEREST. CSI will advise the Client of any existing or potential conflicts of interest which are discovered during the performance of services under this Agreement. All parties agree that CSI may discontinue its services in accordance with the "Termination" provisions set out elsewhere in this Agreement in the event a material conflict of interest is discovered or becomes evident.