



April 11, 2022

Mr. Mark Ryles, AIA
Kentucky Educational Development Corporation (KEDC)
904 Rose Road
Ashland, KY 41102

**Re: KEE Membrane Roof and Gymnasium Flooring Specification Review and Preparation
Professional Service Proposal**

Dear Mark:

It was a pleasure speaking to you yesterday to confirm the scope of our services. JRA Architects welcomes the opportunity to provide the following scope of services and fee proposal for the project.

PROJECT BACKGROUND AND SCOPE

Our work will result in bid packages to be used by KPC as a price contract arrangement with FiberTite Roofing and Martin Flooring / Cincinnati Floor Company as the basis of design. Our proposal includes limited architectural services to review the technical specifications and unit prices to ensure KPC may be able to contract school roof and wood gymnasium flooring projects through a selected list of qualified bidders.

JRA will review, edit, and prepare specifications based on the base specifications from FiberTite Roofing and Martin Flooring / Cincinnati Floor Company for the following roof systems and products:

- KEE Membrane Roofing
- Resilient Wood Gymnasium Flooring

JRA will also review, edit, and prepare a list of unit prices to go with the specification package.

We understand that KPC wishes to incorporate a division one specification and a few unit prices and qualifiers from KPC.

KPC also has a "front end" of their requirements they will share, which will need to be incorporated at some point into the project manual, including the form of proposal, unit prices, KDE contracts and processes, and contract conditions from the bidders. We understand KPC normally provides the front end, but we have included the front-end preparation as an optional service for your review.

We understand that once that once the final draft of the project manual is complete, KPC wishes to forward copies of the draft to qualified contractors (at least six) for review and comment. Once received, KPC and JRA will review and possibly incorporate recommended changes before advertisement for bids.

PROJECT SCHEDULE

We are prepared to initiate services after receiving written authorization to proceed, with the goal of completing the draft manual by May 16, 2022.

ADDITIONAL SERVICES

Any additional services beyond the identified services requested by KPC will be negotiated with, and approved by, the Owner as an additional fee prior to start of work.

JRA Architects
3225 Summit Square Place, Suite 200 Lexington, KY 40509
Tel: 1-859 252-6781 Fax: (859) 255-5483 www.jrarchitects.com

COMPENSATION

In consideration of the proposed services, JRA Architects, Inc. will provide the following services for an hourly, not-to-exceed basis.

- Review, edit, and prepare specifications based on the base specifications (two manuals) \$3,995 (NTE)
- Review, edit, and prepare a list of unit prices..... \$940 (NTE)
- Review, edit, and prepare the "front end" (optional) \$1,645 (NTE)

PAYMENT SCHEDULE

Invoices from JRA Architects will be transmitted every 30 days until the project's completion and shall be in proportion to services performed. Payment is due within 30 days of the invoice date.

CANCELLATION

If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to date of such action.

CONCLUSION

Please authorize by signature at the line below and return one copy to us for our files. We appreciate the opportunity to work with you and your colleagues.

Should you have any comments or questions regarding this proposal please do not hesitate to contact us.

Sincerely,
JRA Architects



D. Robert Deal, AIA
President

Encl: General Terms and Conditions

Cc: Tammy Durrum

Authorization to Proceed

_____ Date

GENERAL TERMS AND CONDITIONS

As part of JRA, Inc. providing professional services to the project for which a specific proposal has been prepared, these "General Terms and Conditions" are incorporated into and made a part of the proposal.

1. All safety means, methods, programs and training are part of the total and specific responsibility of the Contractor. JRA will never instruct the Contractor as to how the project is to be constructed nor consider, evaluate or direct the contractor's particular work procedures.
2. Any cost estimates prepared by JRA as part of our professional service obligation are to be considered as architectural estimates. Actual costs may vary significantly from estimates due to any, or a combination of the following factors:

Contractor workload
Site conditions
The general economy
Construction limitations on site
Interest rates
Soil conditions and ground water
Unusual changes in material prices

Cost estimates prepared by JRA are not guarantees. All construction projects, and the construction process, involve unknowns and extras. A reserve or contingency fund on this project is required and presumed by JRA to exist.
3. The providing of professional services involves exercising professional judgments with the usual thoroughness and competence of the architectural professional currently practicing in these areas under similar time and budgetary constraints. No other warranty or representation, expressed or implied is intended in JRA proposals, contracts, designs or reports. It is the Client who ultimately makes the decisions on matters associated with the project even if that decision means accepting our recommendations and judgments.
4. The preparation of specifications, conditions of the contract (general and supplementary) and the Agreement itself are done by the

design professional as a service and convenience. It is the Client and his legal counsel who are responsible for review, approval and ultimate acceptance of the contract.

5. It is understood that perfection does not exist in the preparation of plans and specifications and that the professional services provided to this project will be accomplished using our normal judgment and care but the Client recognizes that some omissions may occur. This is particularly true if the "fast track" process is used. The Client agrees that if an omission results in additional cost for this project and:
 - a. The cost relates to providing an item, element, structure or feature which is required for the project.
 - b. The cost is the normal and regular cost to furnish and install the particular omitted item;
 - c. The cost does not provide demolition, re-work, or removal of previously installed work;that the Client will absorb the additional cost as change order to the project as if the omitted item has been incorporated into the plans and specifications at the outset. To enable such costs to be absorbed into the project it is understood that the Client will incorporate a contingency in the project budget specifically for this situation.
6. The Supplementary Conditions to the Contract contain insurance requirements for the project. They are incorporated therein as a convenience and service to the Client. It is understood that the actual requirement for all project insurance including type, coverage and amount are the decision of the Client and his insurance consultant.
7. It is agreed that if, as a part of the project agreement, the Contractor is required to purchase all risk insurance for the project, then JRA will be a named insured on the policy.

8. In the event that the agreement places time limits for the design phase of the project, it is understood that such limits do not apply to, and JRA cannot be responsible for, any delays which are beyond our direct control.
9. JRA does not guarantee the completion or performance of the contractor(s) or other third parties nor is JRA responsible for the errors or omissions of the contractor(s) or other third parties.
10. JRA retains ownership of all documents, reports, plans, letters, drawings, sketches, specifications, test data and notes. These documents may not be reproduced for use in brochures, sales materials nor used by the Client for any purpose other than the purpose for which they were prepared, nor by third parties, without written consent of JRA.

In the event that the Client or Contractor, as a part of the Agreement, becomes owner of the drawings upon completion of the project, JRA is hereby released from, and indemnified against, any and all liabilities associated with the re-use of these documents unless JRA is involved, as the design professional, in the project wherein such re-use occurs.
11. JRA maintains professional liability insurance along with general liability, auto and worker's compensation insurance. Endorsements and listing of third parties as named insured is not permitted by our insurers. The professional liability insurance protects JRA against claims for errors and omissions existent in our work products. JRA is not a guarantor of the project for which its services have been provided and our responsibility is limited to work performed by us for the Client.
12. The Client and Architect agree that neither the Architect nor the Architect's consultants, agents or employees shall be liable to the Client or to any persons or entities seeking contribution or indemnity for loss incurred by the Client for any indirect, special, reliance, incidental or consequential damages (other than damages for personal and bodily injuries or death) arising out of or in connection with the performance of services under this Agreement, whether in an action based on contract (including breach of representation or warranty), delay, negligence (active or passive), strict tort liability or otherwise. The parties further agree that the Client shall limit the Architect's and the Architect's consultants, agents and employees total liability (other than for damages for personal and bodily injuries or death) not otherwise excluded above, to the Client and to any and all persons or entities seeking contribution or indemnity for loss incurred by the Client arising out of or in connection with performance of services under this Agreement, so that the Architect's liability shall not exceed the total compensation actually paid to the Architect by the Client for Basic and Additional Services performed.
13. JRA, Inc. endeavors to design this project in compliance with Titles II and III of the Americans with Disabilities Act (ADA). To that end, we have studied the law and attended training sessions held in our area. At this time, there are no administrative review agencies to interpret the law. The law may be codified at a future time. We DO NOT guarantee that our design will comply with the law which can only be tested in federal court on the basis of violations of the building user's civil rights. As design professionals, we are guided by the standard of care, available construction materials and techniques, and our understanding of the law. According to our understanding of this act, the Client is also required to insure compliance with the act. In the case of an existing building, the Client should prepare a barrier removal plan with the assistance of outside experts including members of the disabled community.
14. Authorization to Proceed: Execution of this Agreement by the CLIENT will be authorization for JRA to proceed with the work, unless otherwise provided for in this Agreement.
15. Per Diem Rates: JRA Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on CLIENT's Project by JRA employees of the indicated classification. These rates are subject to annual calendar year adjustments, include all allowances for

salary, overheads and fee, but do not include allowances for Reimbursable Expenses.

16. Reimbursable Expenses: JRA Reimbursable Expenses, when part of the basis of compensation are those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs, including current rates for JRA vehicles, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing, binding and reproduction charges, all cost associated with outside consultants, subconsultants, and other outside services and facilities and other similar costs. Reimbursement for these Expenses will be on the basis of actual charges times a multiplier of 1.15 when furnished by commercial services, and when furnished by JRA.
17. Termination: This Agreement may be terminated for convenience on 30 day's written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, JRA will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this Agreement, except Articles 12, 19 through 24, will be terminated upon completion of all applicable requirements of this Agreement.
18. Payment to JRA: Monthly invoices will be issued by JRA for all work performed under this Agreement. Invoices are due and payable upon receipt. Interest at the rate of 1.5% per month, or that permitted by law if lesser, will be charged on all past-due accounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.
19. Severability and Survival: If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the

enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

20. Indemnification: To the maximum extent permitted by the law, the CLIENT will indemnify and defend JRA and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge, release or escape of hazardous substances, contaminants, or asbestos on or from the Project.
21. Loan Monitoring Services: When JRA is providing Project review and/or construction monitoring services to lenders, the CLIENT (Lender) will, to the maximum extent permitted by law, indemnify and defend JRA and its officers, employees, subconsultants, and agents from all third party claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys fees arising out of or relating to JRA's involvement or presence on or near the project.

JRA is not responsible for the duties and responsibilities that belong to the borrower(s), developer(s), construction contractor(s), designer(s), testing laboratories, full-time inspector(s), or other parties associated with the Project not in the employ of or a subcontractor to JRA.
22. Interpretation: The limitations of liability and indemnities will apply whether JRA's liability arises under breach of contract or warranty, tort, including negligence (but not sole negligence), strict liability, statutory liability, or any other causes of action and shall apply to JRA's officers, employees, and subcontractors.

The law of the state of Kentucky shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

23. No Third Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the CLIENT and JRA and has no third party beneficiaries.

JRA services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

24. JRA, Inc. is an Equal Opportunity Employer. We do not have, nor will we permit, facilities in any workplace under our control to be segregated on the basis of race, creed, color, sex, national origin, age, disability, or veteran's status for any reason. We have not discriminated and will not discriminate on these aforementioned bases in any of our employment practices or procurement practices with respect to our work force or procurement services in connection with clients.