

# CONTRACT AGREEMENT (Short Form)

Page 1



Date: August 13, 2013

Client Name: Jefferson County Public Schools (JCPS)

Contact Name: Mike Mulheirn, Director

Address: Jefferson County Public Schools, 3332 Newburg Road, Louisville, Kentucky 40218

Phone: 502-817-6319

E-mail: mike.mulheirn@jefferson.kyschools.us

Delivered via: In Person

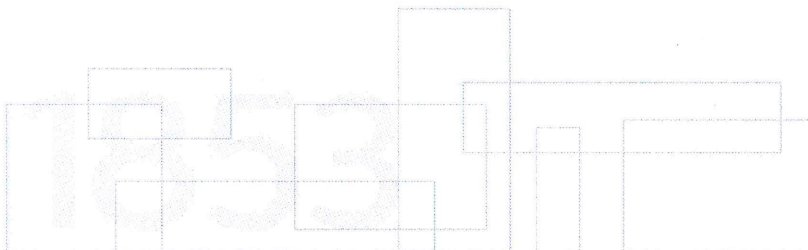
THIS AGREEMENT, entered on the 13<sup>th</sup> day of August 2013, by and between (The "Client") JCPS. and (The "Consultant") Lockett & Farley Architects, Engineers and Construction Managers, Inc. Wherein it is agreed as follows:

Under this Agreement the Client intends to engage the services of the Consultant for the following "Project": Iroquois High School – Outdoor Amphitheater .The project consists of constructing a six-level, half-circle amphitheater, 9ft in height, using mortarless block walls. The structure is going to be built on JCPS land adjacent to the school using student labor, JCPS equipment, and overseen by volunteer construction professionals and JCPS. Grant funds from SkillsUSA and Lowe's are also helping to fund out-of-pocket construction costs.

Consultant's scope of work shall consist of the following:

- Provide permit-ready plans and details to submit to the City of Louisville;
  - Assist with the approvals process by responding to any plan check comments;
  - Attend and participate in coordination meetings with local contractors to develop/discuss construction sequencing and approach to completing the project;
  - Perform periodic site visits to observe the general construction progress;
- A. The Client agrees to compensate the Consultant as follows: **\$0.00**, as voluntary ("pro bono") services. Note that the value of these services, were this not pro bono services, would otherwise amount to **\$18,000**.
- B. The Standard Provisions, as set forth on the final page of this document, are incorporated hereinto and made a part of this Agreement. In particular, attention is given to Item 33.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated and on the last page hereof, the day and year first written above.



737 South Third Street, Louisville, Kentucky 40202-2100  
502-585-4181 502-587-0488 Fax www.lockett-farley.com


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CONSULTANT:

Luckett & Farley Architects, Engineers and  
Construction Managers, Inc.

CLIENT:

Jefferson County Public Schools

By:   
(Signature)

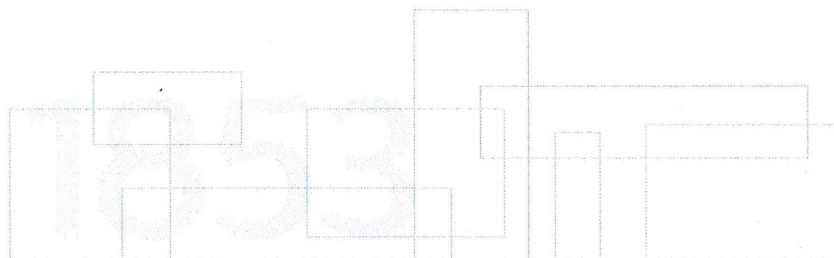
By: \_\_\_\_\_  
(Signature)

Name: Gregory G Buccola Name: \_\_\_\_\_

Title: Market Director Title: \_\_\_\_\_

E-mail: gbuccola@luckett-farley.com E-mail: \_\_\_\_\_

Date: August 13, 2013 Date: \_\_\_\_\_



737 South Third Street, Louisville, Kentucky 40202-2100  
502-585-4181 502-587-0488 Fax [www.luckett-farley.com](http://www.luckett-farley.com)

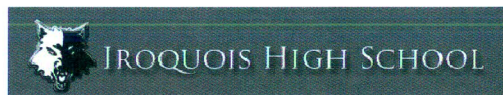
Master Planning | Architecture | Engineering | Interior Design  
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## STANDARD PROVISIONS OF AGREEMENT

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to the Consultant to this Agreement in respect to all of the terms and conditions of this Agreement.
2. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
4. One or more waivers of any term, condition or covenant by the Consultant shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
5. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.
6. The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be default by reason of strikes, lockouts, accidents, or acts of God; or the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly; or delay or faulty performance by Client, other contractors, or governmental agencies; or any other delays beyond Consultant's reasonable control.
7. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and Consultant shall only act as an advisor in all governmental relations.
8. In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the Commonwealth of Kentucky.
9. In the event that Client institutes a suit against Consultant because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for Consultant, Client agrees to pay Consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of Consultant.
10. Not used.
11. There are no understandings or Agreements except s herein expressly stated.
12. All original papers and documents, and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the Consultant and may be used by Consultant without the consent of Client.
13. Services provided within this Agreement are for the exclusive use of the Client for the project only.
14. Client and Consultant agree to cooperate with each other in any and every way or manner on the project.
15. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
16. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights, which the Consultant may have for the performance of services under this Agreement.
17. The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Consultant shall not be responsible for fluctuations in cost factors.
18. Consultant does not guarantee the completion or quality of performance of contract or the completion or quality of performance of contracts by the construction contractor or contractors, student laborers, or other third parties, nor is he responsible for their acts or omissions.
19. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
20. Consultant makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
21. Estimate of areas provided under this Agreement is not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
22. Not used.
23. The Consultant is not responsible, and liability is waived by Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant.
24. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
25. Not used.
26. The Client agrees that in accordance with generally accepted construction practices, JCPS will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project.
27. Not used.
28. Not used.
29. Not used.
30. Not used.
31. Not used.
32. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement at cost.
33. In consideration to the Consultant for providing professional services on a voluntary basis and without monetary or other compensation for or on behalf of the Client, the Client agrees to the fullest extent of the law to indemnify and hold harmless the Consultant against all damages, liabilities, or costs including reasonable attorney's fees and defense costs, arising out of or resulting from the Consultant's voluntary services, excepting only those damages, liabilities and costs arising directly from the sole negligence or willful misconduct of the Consultant. In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these voluntary services.





# PHASE 1: OUTDOOR AMPHITHEATER

4615 TAYLOR BLVD  
LOUISVILLE, KENTUCKY 40215

MARCH 12, 2013



## PARTNERS



## CONTACTS

### AGENCIES

City of Louisville  
Planning and Design Services  
444 South Fifth Street, Suite 300  
Louisville, KY 40202  
(502) 574-6230 - telephone

Jefferson County Public Schools  
Mike Mullikin  
C.B. Young, Jr. Service Center  
3001 Citterden Drive  
Louisville, Kentucky 40209-1104

Iroquois High School  
John Sewell - Teacher & Advisor  
4615 Taylor Blvd  
Louisville, KY 40215

ACE Mentor  
Daren Thompson  
Flood Protection Supervisor  
Louisville Metropolitan Sewer District  
Metro Operations Flood Protection  
Office 1731 Brownsboro Rd  
Louisville KY 40206

## APPLICABLE CODES

### KENTUCKY BUILDING CODES

#### Code Type

Building/ Dwelling Code  
Structural Code  
Fire/Life Safety Code

#### Code Model

2007 Kentucky Building Code (IBC 2006)  
2007 Kentucky Building Code (IBC 2006)  
2007 Kentucky Building Code (IBC 2006)

## SCOPE OF WORK

CONSTRUCTION OF A 6-TIER OUTDOOR AMPHITHEATER  
USING MORTARLESS MASONRY BLOCK

### BUILDING AREA

OUTDOOR AMPHITHEATER = 2,865 SQ. FT.

### DESIGN TEAM

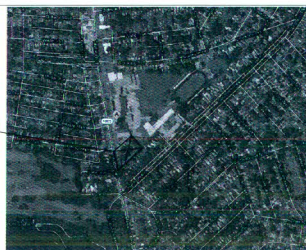
- STUDENTS OF IROQUOIS HIGH SCHOOL - ACE MENTOR PROGRAM
- HUSSEING MECHANICAL
- LOUISVILLE WATER DISTRICT
- METROPOLITAN SEWER DISTRICT

## VICINITY MAP



## LOCATION MAP

SCOPE OF WORK



## INDEX OF DRAWINGS

G-1 COVER SHEET

### CIVIL

C-1 SITE PLAN  
C-2 SITE PLAN - DRAINAGE & DIMENSIONS  
C-3 SECTIONS & DETAILS  
C-4 CONSTRUCTION ENTRY & SILT FENCING

Signature	Date
RECORD ENGINEER	03-12-2013
CHECKED BY: ACE	03-12-2013
DESIGNED BY: ACE	03-12-2013
DRAWN BY: KG	03-12-2013
FILE NAME:	
PLOT DATE:	



NO.	REVISION	DATE

COVER

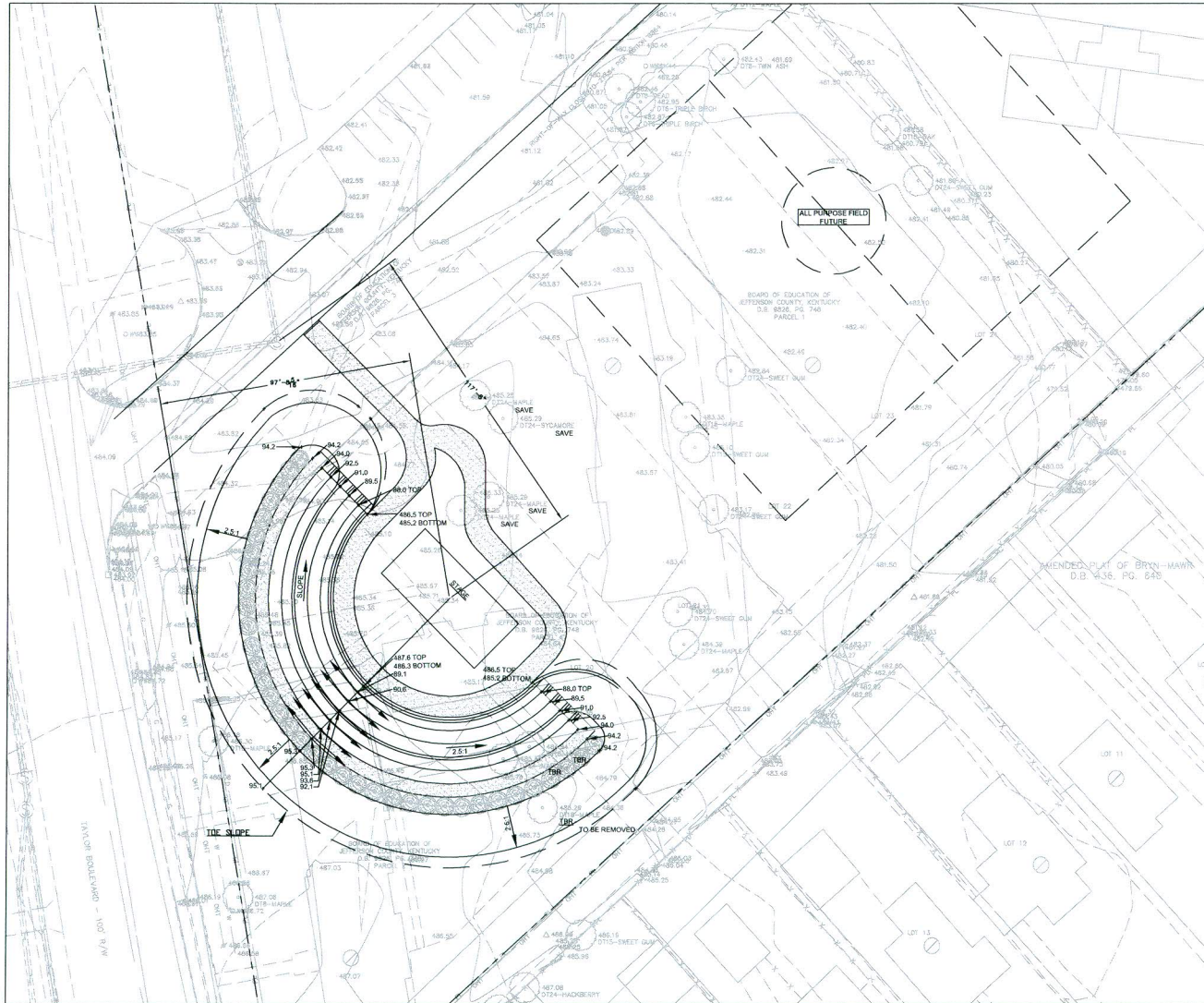
SHEET TITLE

PROJECT TITLE:  
IROQUOIS H.S. ACE PROGRAM  
PHASE 1: OUTDOOR AMPHITHEATER

DRAWING NO.

G-0

SHEET



**SITE PLAN**  
 GRAPHIC SCALE SUPERSEDES NUMERIC SCALE  
 0 10 20 40  
 SCALE: 1" = 20'-0"

Signature	Date
RECORD DWGS.	
CHECKED BY:	GGB 3-1-2013
DESIGNED BY:	ACE
DRAWN BY:	KGB 2-26-2013
FILE NAME:	
PLOT DATE:	



NO.	REVISION	DATE

**SHEET TITLE: SITE PLAN**  
 PROJECT TITLE: IROQUOIS H.S. ACE PROGRAM  
 PHASE 1: OUTDOOR AMPHITHEATER

DRAWING NO:  
**C-1**  
 SHEET

100% CONSTRUCTION DOCUMENTS