



August 16, 2018

John Stith  
Chief Operations Officer  
Hardin County Schools  
65 W.A. Jenkins Rd  
Elizabethtown, KY 42701

**Re: North Hardin High School Indoor Practice Facility (KDE BG #18-402)  
Proposal for Architectural/Engineering Services  
Hardin County Schools**

Dear John:

Thank you for allowing JRA to submit a fee proposal for the North Hardin High School Indoor Practice Facility. Based on our understanding of the project as you have described to us, we offer the following professional services proposal:

#### **PROJECT SCOPE**

The scope of the project includes the construction of a single, new Indoor Practice Facility within the existing North Hardin High School site. The building will be a single story, consist of one large room, and built of wood stud framing, engineered wood trusses, exterior metal wall panels, and metal roof panels.

JRA will provide Construction Documents, including drawings and specifications, for the construction of the facility based upon the description outlined in the Project Scope.

JRA will not employ Mechanical, Electrical, or Plumbing consultants for the project. Layouts for mechanical equipment and electrical power and lighting, included as optional in the Construction Documents, will be for reference only to aid the contractor in the design and placement of those systems if the Owner requires them.

#### **SERVICES**

JRA will provide A/E design services in accordance with the basic services of the standard *KDE Version of the AIA B-101 – 2007 Owner-Architect Agreement* and the items outlined in this letter. Work outside of the above items will be additional services with compensation determined by a mutually agreed upon amount before the work beginning.

#### **PROJECT SCHEDULE**

We are prepared to complete the services after receiving written authorization to proceed.

#### **COMPENSATION**

In consideration of providing the above services, we propose a lump sum fee of ten thousand dollars (\$10,000.00). Included are reimbursable expenses such as mileage and printing.

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

## **CANCELLATION**

If abandoned, in part or whole, payment on account of the services performed for this project 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.

## **GENERAL TERMS AND CONDITIONS**

The attached general terms and conditions also form a part of this agreement.

## **CONCLUSION**

We appreciate the opportunity to work with you and Hardin County Schools on this project. Please feel free to contact me at any time should you have any questions or comments regarding this proposal. If you agree to this proposal, kindly endorse this document at the signature line below.

Sincerely,

**JRA Architects**



D. Robert Deal, AIA, LEED AP  
President

Cc: Tammy Durrum, Craig Chamberlain

Encl. General Terms and Conditions

Approved By:\_\_\_\_\_

Date:\_\_\_\_\_

**JRA Architects**

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## 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 one and one tenth when furnished by commercial services, and on the basis of current rates when furnished by JRA.

17. Termination: This Agreement may be terminated for convenience on 30 days 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 12% 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 attorneys-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, or province, of KY 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 veterans 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.