



January 9, 2024
Revised February 1, 2024

Mr. Scott Spalding
Marion County Board of Education
777 East Main Street
Lebanon, Kentucky 40033

Via e-mail: scott.spalding@marion.kyschools.us

Re: **Ray House Demolition**
Marion county, Kentucky
RTA 23056

Dear Mr. Spalding:

As a follow-up to previous conversations, please consider this correspondence as our proposal to provide consulting services for the Demolition of the Ray House on the campus of Lebanon Elementary School. Our understanding of the scope of this project is as follows:

The Marion County Board of Education has engaged a contractor to salvage various components of the existing structure. RTA will prepare bid documents (drawings and specifications) for the demolition of the remaining structure and remediation to the building footprint and surrounding area to create open yard space. Services will include the development of construction documents, consisting of drawings and technical specifications. It is our understanding that the district plans to move forward with bidding and construction administration without the services of RTA. Refer to conditions below.

We propose that we invoice the Board of Education on an hourly basis for the services outlined above based on the attached RTA standard hourly rates. We anticipate that the cost of these services will be in the range of **\$2,850**, which will be established as a not-to-exceed amount, but we'll keep you updated should the scope of our services exceed what we anticipate at this time.

If this proposal is acceptable, please sign below and return a signed copy to our office for our records. Thank you for continuing to partner with RossTarrant Architects on your facility projects.

Sincerely,

Randy S. Brookshire, AIA, LEED AP
Senior Principal

Accepted By:

Marion County Board of Education

/ml

Date: _____

c: File 23056
LT240201-Revised Proposal-23056

Conditions:

Construction Administration

It is understood and agreed that the Architect's Basic Services under this Agreement do not include observation of the Owner's performance or any other construction phase services. The Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Owner waives any claims against the Architect that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Architect.

If the Owner requests that the Architect provide specific services relating to Construction Administration or Construction Observations, and if the Architect agrees to provide such services, then the contract shall be modified by mutual agreement and compensation shall be provided on an hourly basis to the Architect for Additional Services beyond what is described in the description of services above.

Use of Architect's Instruments of Service

It is understood and agreed that the Owner will maintain use of the Architect's Instruments of Service. This includes the grant to the Owner of a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project. This license shall remain in force throughout the construction phase of the project.

Documents will be made available to the Owner by the Architect in digital format compatible with Adobe Acrobat for reproduction in connection with construction of the project. Unless otherwise granted in a separate license, the Owner's use, modification, or further transmission of these digital files is specifically limited to the design and construction of the project, and nothing contained in this Agreement conveys any other right to use the digital format documents for another purpose.

Unauthorized Changes

In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Architect, the Owner and the Owner's contractors or subcontractors shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Owner agrees to include in any contracts for construction appropriate language that requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made.