

**Memorandum of Agreement between
Jefferson County Board of Education and
Louisville-Jefferson County Metro Government**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between the **JEFFERSON COUNTY BOARD OF EDUCATION**, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218 and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, through the Office of Housing and Community Development (hereinafter "METRO"), with its principal place of business located at 444 S. Fifth Street, Louisville, Kentucky 40202 (JCPS and METRO are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the Parties entered into an Agreement for the donation to JCPS of costs for creating an outdoor classroom space, stage, and garden on Western Middle School for the Arts property outlined in ATTACHMENT A approved by the Board of Education on February 2, 2021 with a termination date on or around June 30, 2021;

WHEREAS, costs for the work have increased and additional time is needed to complete the project;

WHEREAS, the Scope of Work Graphic is attached hereto and incorporated herein as ATTACHMENT B and the Budget -Scope of Work is attached hereto as ATTACHMENT C;

WHEREAS, JCPS desires to accept the donation which has increased from \$50,000 to up to \$150,000 for Western Middle School for the Arts (hereinafter "WMSFA");

NOW THEREFORE, the Parties agree that above recitals are true and incorporated herein by this reference and further agree that the following terms and conditions herein shall control the donation and the use of Confidential Information (defined in Section 7).

1. METRO contractors will begin no work until the plans and specifications for the construction have been approved by all state agencies whose approval is necessary under Kentucky law and the members of the Jefferson County Board of Education (hereinafter the "Board") have authorized the project to begin after METRO has demonstrated to the Board that METRO has adequate resources (both monetary and donated materials) to accomplish the construction without financial liability to the Board.

2. METRO and METRO contractors, while utilizing Board-owned property, shall operate within Board- approved policies for securing materials and labor, to the extent permitted under the Kentucky law.

3. METRO contractors will complete the outdoor classroom space, stage, and garden in conformance with the plans and specifications as approved by state agencies and the Board. METRO contractors shall at all times during the term of this Agreement comply with all applicable federal, state and local statutes, regulations, ordinances, rules and policies, and shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the work.

4. The outdoor classroom space, stage, and garden at WMSFA shall be completed no later than December 31, 2024.

5. METRO contractors will maintain an all-risk property and casualty insurance policy with respect to the work at the WESTERN MIDDLE SCHOOL FOR THE ARTS facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate prior to commencing work. The Board of Education, Jefferson County, must be added as an "Additional Insured" and must be in the description of operations section of the Certificate of Insurance. The complete policy number and inception and expiration dates must also be included.

6. Upon completion of the work as contemplated herein, METRO contractors will release all claims of ownership and title to an outdoor classroom space, stage, and garden and will vest in the Board. The Board shall thereafter have complete control of an outdoor classroom space, stage, and garden at WMSFA.

7. Each Party may, as part of this donation, share certain information that is proprietary to that Party and/or maintained by that Party as confidential (hereinafter "Confidential Information") with the other Party. Each Party shall protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication thereof as it uses to protect its own proprietary and confidential information. Neither Party shall use the Confidential Information except to further the purposes of this Agreement or as otherwise specifically authorized in writing by the Disclosing Party. Each Party may disclose the Confidential Information of the other Party only to those of its employees and employees of its affiliates who (a) need to know such information to perform its obligations, exercise its rights hereunder, or make necessary disclosures in its financial filings and (b) are bound by the obligations of confidentiality set forth herein (collectively, "Representatives"). An affiliate is an entity that controls, is controlled by, or is under common control with a Party. Under no circumstances, except as expressly set forth below, shall either Party reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information to any person or entity who is not a

Representative, or make necessary disclosures in its financial filings without the consent of the Disclosing Party, provided:

- a. JCPS can disclose Confidential Information to the extent that such disclosure is required under the Kentucky Open Records Law; and
- b. No obligation is imposed with respect to information of the Disclosing Party which: (i) was rightly in the non-Disclosing Party's unrestricted possession prior to disclosure by the Disclosing Party; (ii) is or becomes a matter of public knowledge by METRO through no fault of the non-Disclosing Party; (iii) is rightly received by the non-Disclosing Party from a third party that has no duty of confidentiality to the Disclosing Party; or (iv) is independently developed by the non-Disclosing party without relying on the Confidential Information of the Disclosing Party; and
- c. Each Party's duty under this Agreement to protect any Confidential Information of the other Party shall survive after the end of the term of this Agreement.

8. Require the following, pursuant to KRS 160.380, for all METRO contractors, employees and volunteers under this agreement.

- a. A state criminal records check;
- b. A state and national criminal (fingerprint) history background check;
- c. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record. No contractor, employee, or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students and approved by the Superintendent/designee, and volunteer has undergone the required records check.

9. JCPS shall not sell, transfer and/or assign the donated costs to any other party or otherwise place the same into the stream of commerce.

10. This Agreement shall be in effect from the date of its execution until the completion of the work as contemplated herein, expected by the parties to be December 31, 2024.

11. This Agreement may be terminated by either Party with or without cause upon no less than thirty (30) days written notice to either Party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to METRO for its failure to cure a material breach of this Agreement.

12. No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and METRO.

13. During the performance of this Agreement, METRO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee or student because of age, color, creed, disability, genetic information, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, religion, or political affiliation or beliefs.

14. In the performance of the duties and obligations imposed on each Party by this Agreement, it is mutually understood and agreed that METRO contractors are at all times acting as an independent contractor with respect to JCPS, and neither Party shall be construed to be an agent or representative of the other Party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which METRO contractors perform their work and functions.

15. This Agreement contains the entire agreement between JCPS and METRO and supersedes any and all prior agreements, representations and negotiations, either oral or written, between the Parties before the execution of this Agreement, but any other agreement executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

16. If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

[Signatures to Follow]

THE UNDERSIGNED ARE AUTHORIZED AGENTS OF THE PARTIES WITH AUTHORITY TO BIND THE SAME AND EACH OF THEM HEREBY CERTIFIES TO HAVE READ THIS AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO ITS CONTENTS.

JEFFERSON COUNTY BOARD OF EDUCATION:

By: Dr. Martin A. Pollio
Superintendent

Date

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT:

DocuSigned by:
Marilyn S. Harris
702B959676564F1...

By: Marilyn Harris
Director, Office of Housing and Community Development

4/19/2024

Date

**APPROVED AS TO FORM:
JEFFERSON COUNTY
ATTORNEY**

Natalie Richards

Print name

Assistant County Attorney

Title

DocuSigned by:
Natalie Richards
41A2514309FD469...
Signature

4/22/2024

Date



JEFFERSON COUNTY BOARD OF EDUCATION

February 02, 2021, 6 p.m. Regular Business Meeting

Agenda Item: **VII.K.2. Acceptance of Donation from Louisville-Jefferson County Metro Government**

Recommendation: Superintendent Martin Pollio recommends the Board of Education accept the donation from Louisville-Jefferson County Metro Government totaling \$50,000 and authorize Superintendent to sign the attached Memorandum of Agreement.

Rationale: Louisville-Jefferson County Metro Government will donate costs for creating an outdoor classroom space, stage, and garden on Western Middle School for the Arts property.

The donation is valued at \$50,000.

This donation supports with strategy 3.1.1 in Vision 2020.

Submitted by: Amy Dennes

Attachment

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between
Jefferson County Board of Education
and
Louisville-Jefferson County Metro Government

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WHEREAS, METRO has offered to donate to JCPS costs for creating an outdoor classroom space, stage, and garden on Western Middle School for the Arts property as outlined in ATTACHMENT A.

WHEREAS, JCPS desires to accept the donation valued at \$50,000 for Western Middle School for the Arts (hereinafter "WMSFA").

NOW THEREFORE, the Parties agree that the terms and conditions herein shall control the donation and the use of Confidential Information (defined in Section 8):

1. METRO contractors will begin no work until the plans and specifications for the construction have been approved by all state agencies whose approval is necessary under Kentucky law and the members of the Jefferson County Board of Education (hereinafter the "Board") have authorized the project to begin after METRO has demonstrated to the Board that METRO has adequate resources (both monetary and donated materials) to accomplish the construction without financial liability to the Board.
2. METRO and METRO contractors, while utilizing Board-owned property, shall operate within Board-approved policies for securing materials and labor, to the extent permitted under the Kentucky law.
3. METRO contractors will complete the outdoor classroom space, stage, and garden in conformance with the plans and specifications as approved by state agencies and the Board. METRO contractors shall at all times during the term of this Agreement comply with all applicable federal, state and local statutes, regulations, ordinances, rules and policies, and shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the work.
4. The outdoor classroom space, stage, and garden at WMSFA shall be completed no later than June 30, 2021.
5. METRO contractors will maintain an all-risk property and casualty insurance policy with respect to the work and the WESTERN MIDDLE SCHOOL FOR THE ARTS facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate with the signed Agreement. The Board of Education, Jefferson County, must be added as an "Additional Insured" and must be in the description of operations section of the Certificate of Insurance.

The complete policy number and inception and expiration dates must also be included.

6. Upon completion of the work as contemplated herein, METRO contractors will release all claims of ownership and title to an outdoor classroom space, stage, and garden and will vest in the Board. The Board shall thereafter have complete control of an outdoor classroom space, stage, and garden at WMSFA.

7. Each Party may, as part of this donation, share certain information that is proprietary to that Party and/or maintained by that Party as confidential (hereinafter "Confidential Information") with the other Party. Each Party shall protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication thereof as it uses to protect its own proprietary and confidential information. Neither Party shall use the Confidential Information except to further the purposes of this Agreement or as otherwise specifically authorized in writing by the Disclosing Party. Each Party may disclose the Confidential Information of the other Party only to those of its employees and employees of its affiliates who (a) need to know such information to perform its obligations, exercise its rights hereunder, or make necessary disclosures in its financial filings and (b) are bound by the obligations of confidentiality set forth herein (collectively, "Representatives"). An affiliate is an entity that controls, is controlled by, or is under common control with a Party. Under no circumstances, except as expressly set forth below, shall either Party reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information to any person or entity who is not a Representative, or make necessary disclosures in its financial filings without the consent of the Disclosing Party, provided:

- a. JCPS can disclose Confidential Information to the extent that such disclosure is required under the Kentucky Open Records Law; and
- b. No obligation is imposed with respect to information of the Disclosing Party which: (i) was rightly in the non-Disclosing Party's unrestricted possession prior to disclosure by the Disclosing Party; (ii) is or becomes a matter of public knowledge by METRO through no fault of the non-Disclosing Party; (iii) is rightly received by the non-Disclosing Party from a third party that has no duty of confidentiality to the Disclosing Party; or (iv) is independently developed by the non-Disclosing party without relying on the Confidential Information of the Disclosing Party; and
- c. Each Party's duty under this Agreement to protect any Confidential Information of the other Party shall survive after the end of the term of this Agreement.

8. Require the following, pursuant to KRS 160.380, for all METRO contractors, employees and volunteers under this agreement.

- a. A state criminal records check;
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approved by the Superintendent/designee, and volunteer has undergone the required records check.

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JEFFERSON COUNTY BOARD OF EDUCATION:



By: Dr. Martin A. Pollio
Superintendent



Date

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT:

DocuSigned by:

3A146C9A77EE47D...

By: Jeff O'Brien
Director, Develop Louisville
5/17/2021

Date

**APPROVED AS TO FORM:
JEFFERSON COUNTY ATTORNEY**

Jason Fowler

Print name
Jason D. Fowler

DocuSigned by:

BFA8B3C71F2F437...

Signature
5/17/2021

Date

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JEFFERSON COUNTY BOARD OF EDUCATION:



By: Dr. Martin A. Pollio
Superintendent



Date

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT:

DocuSigned by:

3A145C9A77EE47D...

By: Jeff O'Brien
Director, Develop Louisville


5/17/2021

Date

**APPROVED AS TO FORM:
JEFFERSON COUNTY ATTORNEY**

Jason Fowler

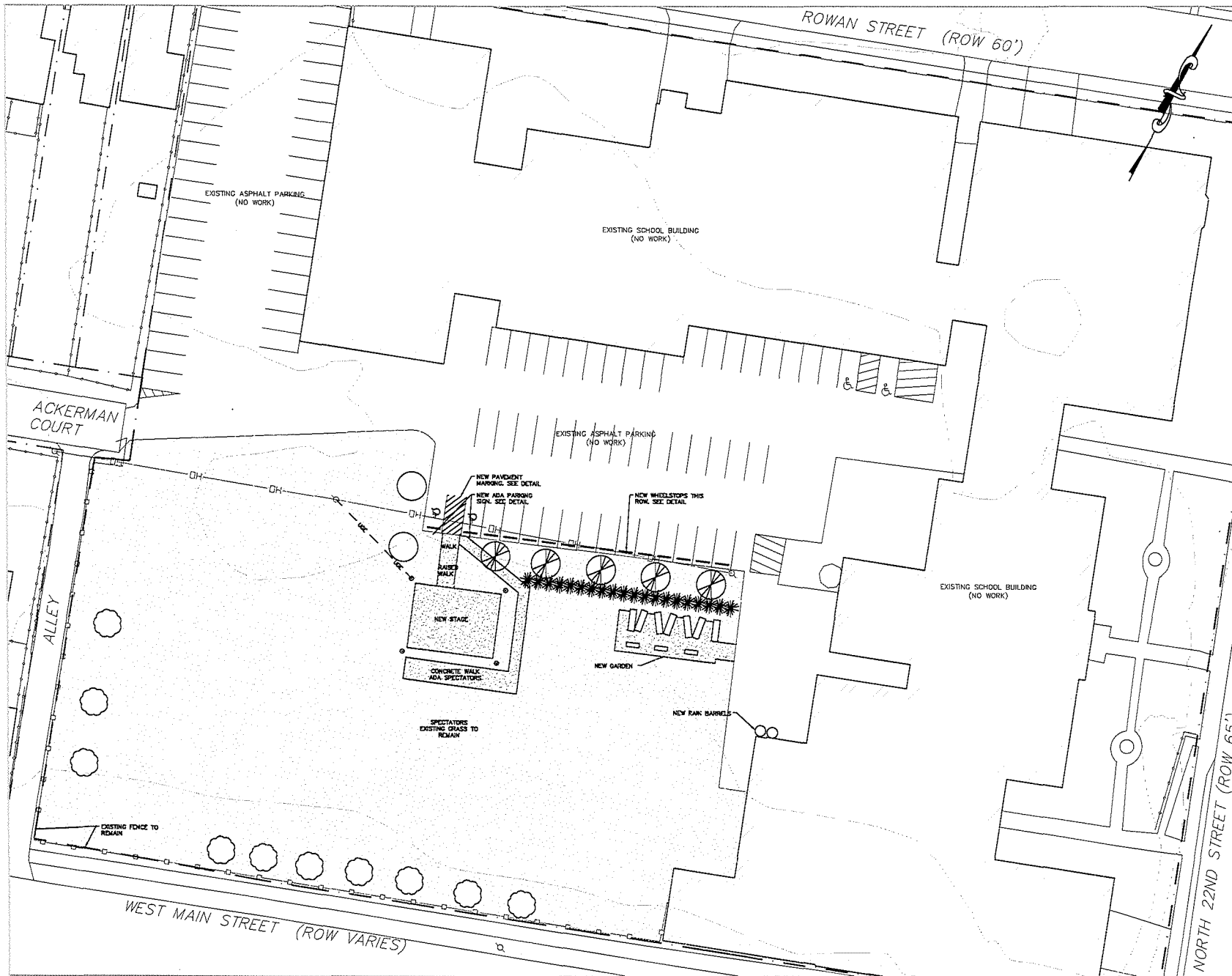
Print name
Jason D. Fowler

Title
DocuSigned by:

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Signature

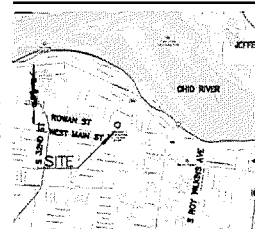
5/17/2021

Date

ATTACHMENT B- Scope of Work Graphic



VICINITY MAP



LEGEND

- BOUNDARY (BY CAD PROVIDED)
- - - EXISTING CONTOUR
- EXISTING OVERHEAD ELECTRIC LINE
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING FENCE TO REMAIN
- EXISTING UTILITY POLE
- NEW ELECTRIC POLE
- HANDICAPPED ACCESSIBLE PARKING
- DRAINAGE FLOW ARROW
- EXISTING TREE TO REMAIN
- NEW TREE - SEE ENLARGED PLAN
- ★ NEW BUSH - SEE ENLARGED PLAN
- ▭ EXISTING BUILDING
- ▭ EXISTING ASPHALT
- ▭ NEW CONCRETE
- ▭ GRASSY AREA
- ▭ AREA OF DISTURBANCE 7,200 S.F.

PROJECT INFORMATION

THE PROJECT CONSISTS OF THE CONSTRUCTION OF A CONCRETE RAISED PLATFORM TO BE USED AS A STAGE AND A GARDEN AREA WITH ASSOCIATED WALKS ON AN EXISTING YARD. NO MODIFICATIONS TO THE PARKING AREA OF SCHOOL BUILDING ARE PART OF THIS PROJECT.

LIST OF DRAWINGS

- C-1 OVERALL SITE PLAN
- C-1.1 SPECIFICATIONS - LANDSCAPING SCHEDULE
- C-1.2 SITE AND LANDSCAPING DETAILS
- C-2 ENLARGED PLAN, PERFORMING PLATFORM, PERFORMING PLATFORM ELEVATIONS, SECTIONS, DETAILS
- C-3 ENLARGED PLAN AND ELEVATIONS: GARDEN AREA
- C-4 EROSION PREVENTION & SEDIMENT CONTROL PLAN, NOTES & DETAILS

CONCEPTS 21 PLLC
 THESE DRAWINGS ARE THE PROPERTY OF CONCEPTS 21 PLLC AND ARE NOT TO BE REPRODUCED OR USED FOR ANY PURPOSES IN WHOLE OR PART WITHOUT THE WRITTEN CONSENT.

CONCEPTS 21 PLLC
 1119 ROSTREVOR CIRCLE
 PHONE: 609.292.7700
 EMAIL: INFO@CONCEPTS21.NET

WESTERN MIDDLE SCHOOL
 JEFFERSON COUNTY PUBLIC SCHOOLS
 2201 WEST MAIN STREET, CHITTENDEN BUILDING
 LOUISVILLE, KENTUCKY 40309

WESTERN MIDDLE SCHOOL
 NEW STAGE PLATFORM & GARDEN
 2201 WEST MAIN STREET, LOUISVILLE, KENTUCKY 40309

SHEET TITLE

SITE PLAN
 DRAWN: AMN
 CWP: MN
 DATE: Dec. 15, 2021
 SCALE:
 REV:

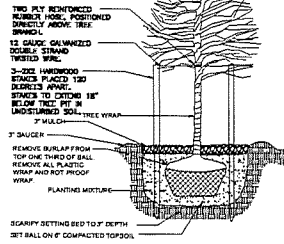
SHEET NUMBER

C-1
 DRAWING TO SCALE IF 2"

LANDSCAPING SCHEDULE

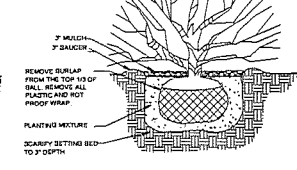
BOTANICAL NAME	COMMON NAME	SIZE	COND.	QTY.	SPACING
CRATAEGUS MONONOSHIA	HAWTHORNE	2" - 7" HIGH 1" CALIPER	2	AS SHOWN	
CERES CANADENSIS	IND. BIRD	2" - 7" HIGH 1" CALIPER	3	AS SHOWN	
CALAMAGROSTIS ADULTIFLORA	KARL FÖRSTER	4" HT. B.B.	20	36" O.C.	

PRINC. SIDE OF BRANCHES, RETAINING NORMAL PLANT WRAP, DO NOT CUT LEAVES. TREE SHALL BEAR SAME RELATION TO FINISH DRIVE AS IN NURSERY.



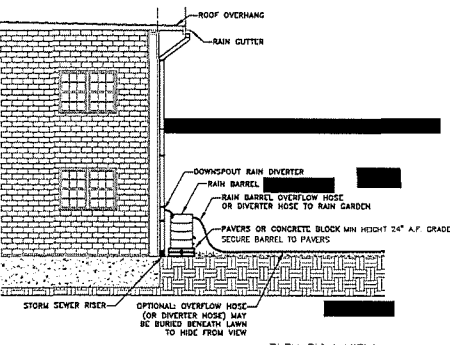
7 TREE PLANTING DETAIL
SCALE: NOT TO SCALE

PRINC. 20% OF BRANCHES OF RECYCLED SHRUBS ONLY RETAINING NORMAL PLANT WRAP. SHRUBS SHALL BEAR SAME RELATION TO FINISH DRIVE AS IN NURSERY.

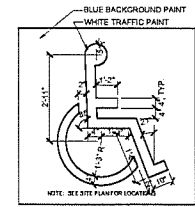


10 SHRUB PLANTING DETAIL
SCALE: NOT TO SCALE

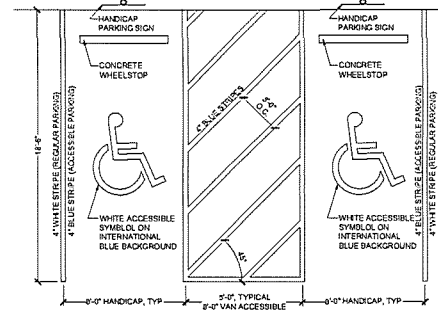
DOWNSPOUT DIVERTER:
INSTALL BASE, WITH THE DOWNSPOUT TO CONVEY WATER DIRECTLY TO RAIN BARREL. PROVIDE CLEARING AREA PRIOR TO RAIN BARREL.
RAIN BARREL:
RAIN BARREL SHALL INCLUDE A 1 1/4\"/>



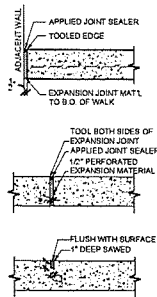
10 SCHEMATIC RAIN BARREL INSTALLATION
SCALE: NOT TO SCALE



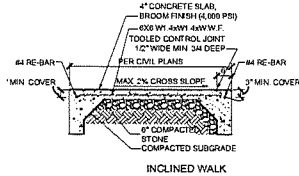
9 PAINTED HANDICAPPED SYMBOL DETAIL
SCALE: 1/2\"/>



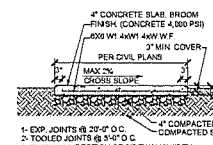
8 HANDICAPPED ACCESSIBLE PARKING DETAIL
SCALE: 1/4\"/>



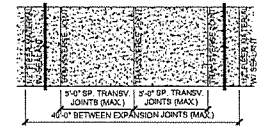
6 CONC. WALK JOINT DETAILS
SCALE: 1 1/2\"/>



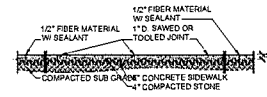
INCLINED WALK



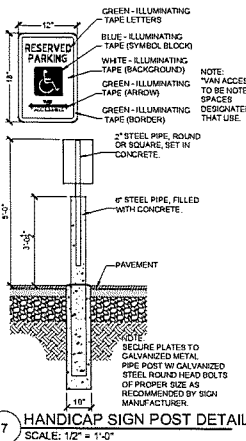
TRANSVERSAL SECTION



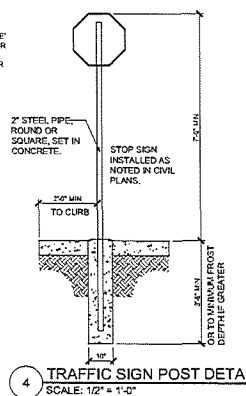
FLOOR PLAN



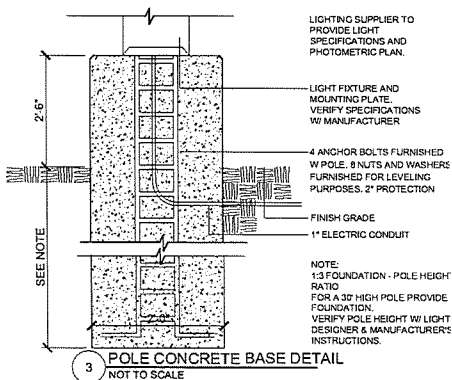
5 LONGITUDINAL SECTION CONCRETE WALK DETAIL
SCALE: 1/2\"/>



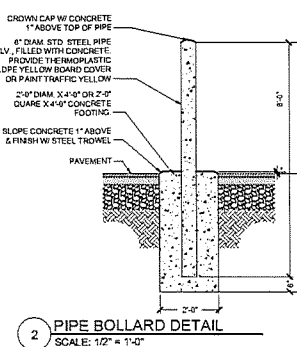
7 HANDICAP SIGN POST DETAIL
SCALE: 1/2\"/>



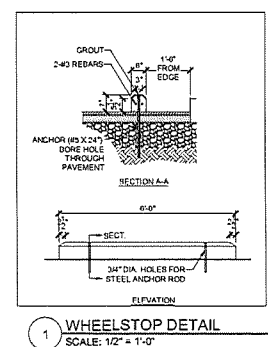
4 TRAFFIC SIGN POST DETAIL
SCALE: 1/2\"/>



3 POLE CONCRETE BASE DETAIL
SCALE: NOT TO SCALE



2 PIPE BOLLARD DETAIL
SCALE: 1/2\"/>



1 WHEELSTOP DETAIL
SCALE: 1/2\"/>

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CONCEPTS 21 PLLC
11119 ROSTREVOIR CIRCLE
PHONE: 502.292.7708
EMAIL: MINOUR@CONCEPTS21.NET

WESTERN MIDDLE SCHOOL
JEFFERSON COUNTY PUBLIC SCHOOLS
3001 CRITTENDEN DRIVE
LOUISVILLE, KENTUCKY 40209

WESTERN MIDDLE SCHOOL
NEW STAGE PLATFORM & GARDEN
2201 WEST MAIN STREET, LOUISVILLE, KENTUCKY 40212

SHEET TITLE
TYPICAL SITE
DETAILS
DRAWN: A2N
DSD: MN
DATE: DEC. 15, 2021
SCALE:
REV:

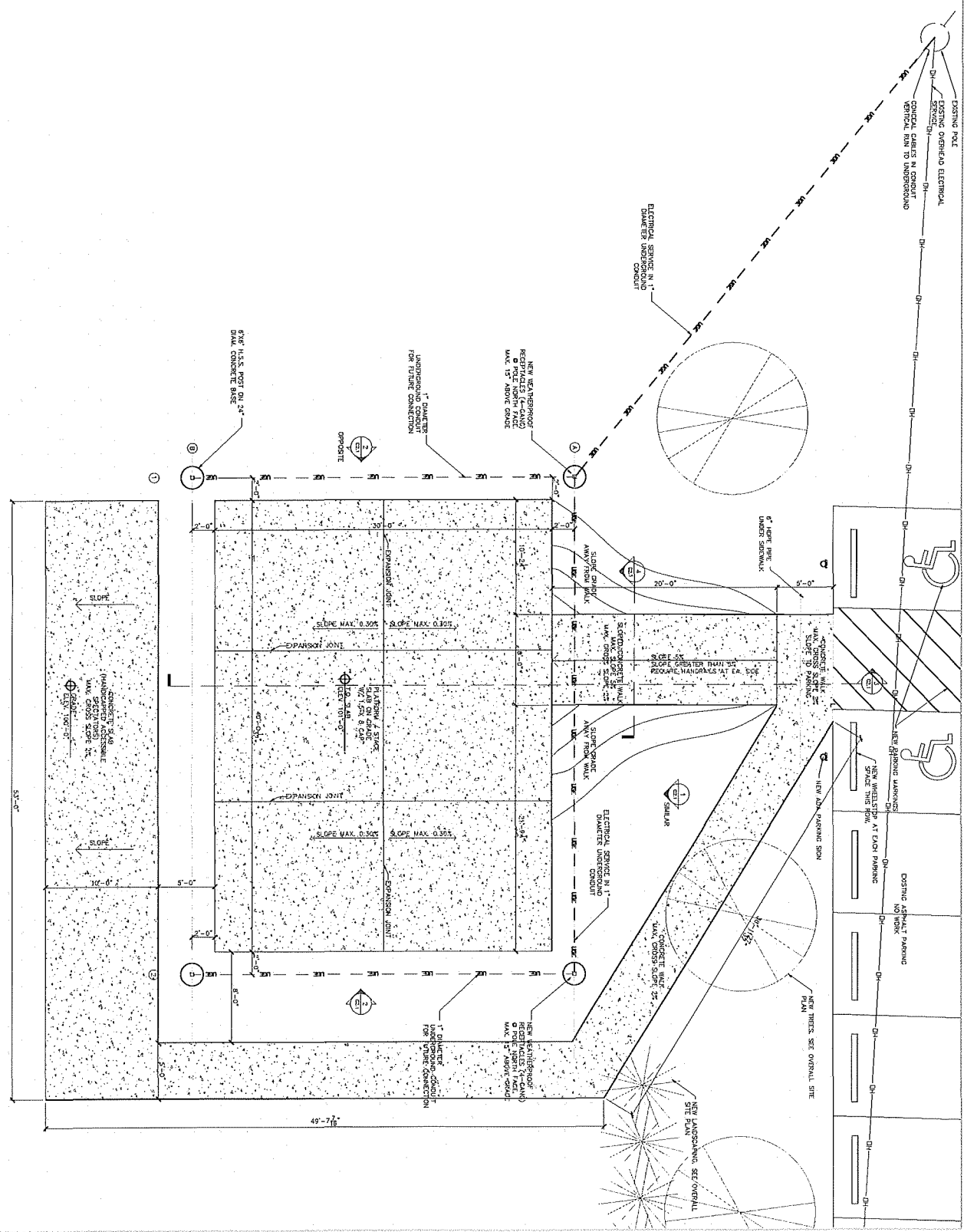
SHEET NUMBER
C-1.2
DRAWING TO SCALE: # 21-20

GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CURBS AND SIDEWALKS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS AND PATHS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LIGHT FIXTURES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ELECTRICAL SERVICES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WATER SERVICES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SEWER SERVICES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING GAS SERVICES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TELEPHONE SERVICES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CABLE SERVICES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FIBER OPTIC SERVICES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING OTHER UTILITIES.

UTILITY NOTE

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY UTILITIES DAMAGED DURING CONSTRUCTION.



<p>WESTERN MIDDLE SCHOOL NEW STAGE PLATFORM & GARDEN 2201 WEST MAWH STREET, LOUISVILLE KENTUCKY 40212</p>	<p>WESTERN MIDDLE SCHOOL JEFFERSON COUNTY PUBLIC SCHOOLS LOUISVILLE KENTUCKY 40209</p>	<p>CONCEPTS 21 PLLC 1110 ROSTREVOUR CIRCLE PHONE: 502.292.7708 EMAIL: MNOURI@CONCEPTS21.NET</p>
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CONCRETE IS TO BE PLACED IN LAYERS NOT EXCEEDING 4" THICK. ALL CONCRETE SHALL BE FINISHED TO A FINISH GRADE AS SHOWN. ALL CONCRETE SHALL BE FINISHED TO A FINISH GRADE AS SHOWN. ALL CONCRETE SHALL BE FINISHED TO A FINISH GRADE AS SHOWN.

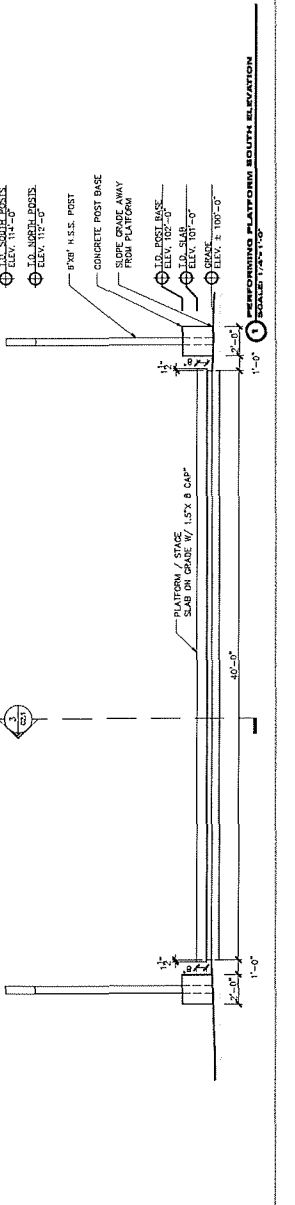
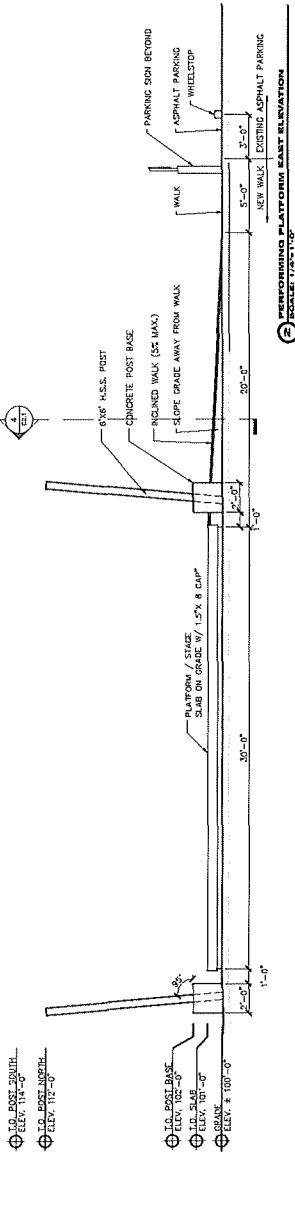
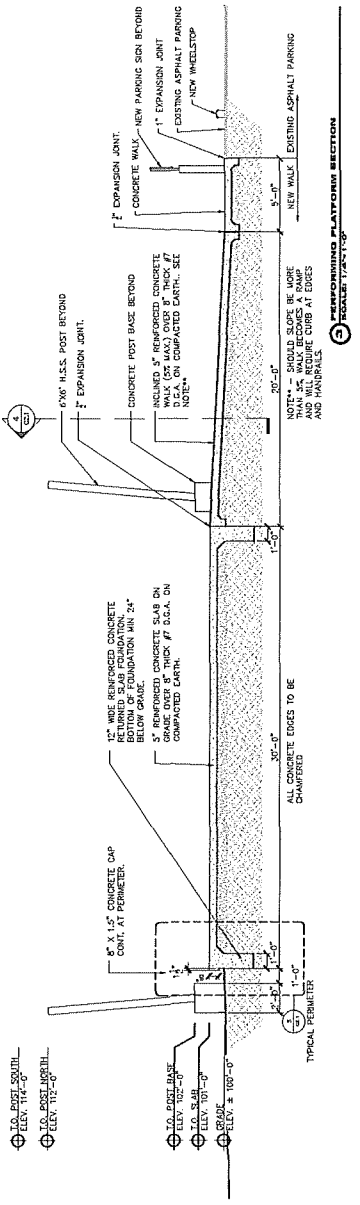
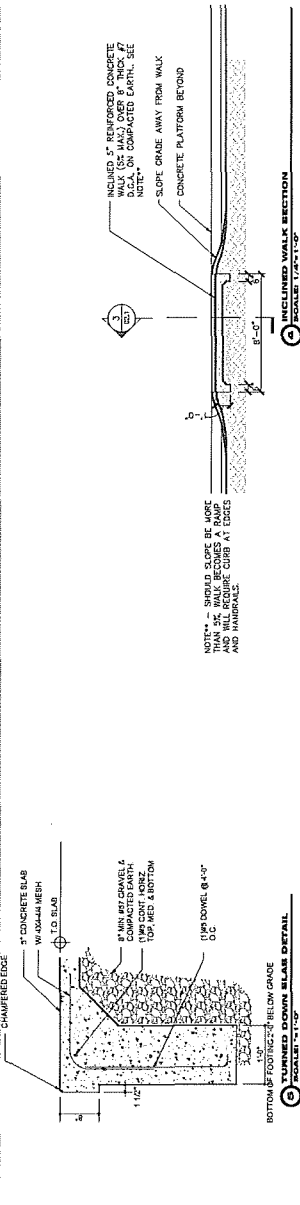
CONCEPTS 21 PLLC
1119 ROSEVIEW CIRCLE
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WESTERN MIDDLE SCHOOL
JEFFERSON COUNTY PUBLIC SCHOOLS
3901 KENTNER DRIVE
LOUISVILLE, KENTUCKY 40212

WESTERN MIDDLE SCHOOL
NEW STAGE PLATFORM & GARDEN
2201 WEST MAIN STREET, LOUISVILLE, KENTUCKY 40212

DATE: 08-15-2021
SCALE: 1/4" = 1'-0"
SHEET NUMBER: C-2
DRAWN TO SCALE: 1/4" = 1'-0"

CONCRETE IS TO BE PLACED IN LAYERS NOT EXCEEDING 4" THICK. ALL CONCRETE SHALL BE FINISHED TO A FINISH GRADE AS SHOWN. ALL CONCRETE SHALL BE FINISHED TO A FINISH GRADE AS SHOWN. ALL CONCRETE SHALL BE FINISHED TO A FINISH GRADE AS SHOWN.



ATTACHMENT C – Budget Scope of Work

**Western Middle School
Budget**

Concrete / Asphalt

Line No.	Item Description	Quantity	Unit	Unit Price	Total
1	Erosion Control	3	LS	\$2,000.00	\$6,000.00
2	Concrete Platform (stage), Historic (4" compacted DGA and excavation)	133	SY	\$250.00	\$33,333.25
3	Concrete Walkway & Ramp, Historic (4" compacted DGA an excavation)	131	SY	\$160.00	\$20,960.00
4	Concrete Pad (benches, planters), Historic (4" compacted DGA and excavation)	62	SY	\$160.00	\$9,840.00
5	Saw Cut/Expansion Joint	250	LF	\$3.00	\$750.00
6	Pavement Striping, 4" Blue Solid (handicap)	152	LF	\$2.50	\$380.00
7	Pavement Striping, 4" White Solid (regular)	38	LF	\$4.50	\$171.00
8	Concrete Benches	8	SY	\$180.00	\$1,440.00
9	Concrete Wheelstop	17	EA	\$150.00	\$2,550.00
10	Handicap Marking	2	EA	\$350.00	\$700.00
Concrete / Asphalt Subtotal					\$76,124.25

Landscaping

Line No.	Item Description	Quantity	Unit	Unit Price	Total
11	Excavation	61	CY	\$25.00	\$1,525.00
12	Landscape Fabric	5,000	SF	\$0.15	\$750.00
13	Planter Soil with Root Barrier, 36" Soil Mix	30	CY	\$60.00	\$1,800.00
14	Shredded Hardwood Mulch	61	CY	\$75.00	\$4,575.00
15	Planter Box (Cedar wood)	7	EA	\$250.00	\$1,750.00
16	Planter Box (Metal Post 1" x 1.5')	28	EA	\$125.00	\$3,500.00
17	Planter Box (Crushed Gravel)	10	CY	\$70.00	\$700.00
18	Tree (Hawthorne)	2	EA	\$850.00	\$1,700.00
19	Tree (Eastern Redbud)	5	EA	\$850.00	\$4,250.00
20	Shrub (Karl Forester)	40	EA	\$85.00	\$3,400.00
21	Rain Barrel (downspout diverter)	2	EA	\$200.00	\$400.00
22	Water Schedule (6 months)	6	EA	\$350.00	\$2,100.00
23	Handicap Parking Sign	2	EA	\$450.00	\$900.00
Landscaping Subtotal					\$27,350.00

Electrical

Line No.	Item Description	Quantity	Unit	Unit Price	Total
24	Light Pole Foundation	4	EA	\$1,450.00	\$5,800.00
25	Conduit, 1-1/2" PVC (Trench, Backfill and Bedding)	150	LF	\$40.00	\$6,000.00
26	Weatherproof Receptacles	4	EA	\$550.00	\$2,200.00
27	6x6 Post w/concrete base	4	EA	\$375.00	\$1,500.00
28	Service Connection	1	LS	\$1,250.00	\$1,250.00
Electrical Subtotal					\$16,750.00

Fencing

Line No.	Item Description	Quantity	Unit	Unit Price	Total
29	Cantilever Slide Gate	1	EA	\$12,000.00	\$12,000.00
Fencing Subtotal					\$12,000.00

Construction Total **\$132,224.25**

Total With 10% Contingency **\$146,000.00**