

## CONTRACT

**THIS CONTRACT** is entered into this 23<sup>rd</sup> day of July, 2024, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 (“Board”) and Integrity Architecture, PLLC, 203 East Fourth Street, Lexington, Kentucky 40508 (“Second Party”).

**A. PARTIES:**

The Board of Education of Fayette County, Kentucky, Facility Design & Construction, has established the need for a feasibility study of the Liberty Road Bus Garage and Eastside Technical Building and has determined that this need cannot be met by existing district staff.

Integrity Architecture provides professional architectural services and has expertise as described herein.

**B. PURPOSE:**

The purpose of this contract is to provide professional services to prepare a feasibility study of the Liberty Road Bus Garage and Eastside Technical Building.

**NOW, THEREFORE**, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to Facility Design & Construction, as an independent contractor, services under the direction of **Melinda Joseph-Dezarn, Director, Facility Design & Construction**.

2. The Second Party shall provide the services as set out more specifically in the proposal from Second Party dated May 20, 2024, attached hereto and incorporated herein by reference.

3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$50,000.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding of \$50,000.00.

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district’s current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from July 23, 2024 through June 30, 2025, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

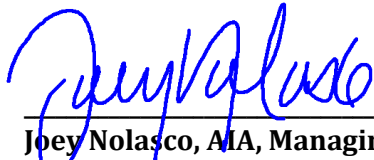
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**Melinda Joseph-Dezarn, AIA**  
**Director, Facility Design & Construction**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dr. Demetrus Liggins, Superintendent or Designee**  
**BOARD OF EDUCATION OF FAYETTE COUNTY,**  
**KENTUCKY**

\_\_\_\_\_  
**Date**

**LEGAL IN: \_\_\_\_\_**  
**CAB. IN: \_\_\_\_\_**



\_\_\_\_\_  
**Joey Nolasco, AIA, Managing Member**  
**Integrity Architecture**

6/23/2024  
\_\_\_\_\_  
**Date**

May 20, 2024

Melinda Joseph-Dezarn, AIA  
Director, Facility Design and Construction  
Fayette County Public Schools  
450 Park Place  
Lexington, KY 40511

**Re: Liberty Road Bus Garage/ Transit Center Feasibility Study**

Ms. Joseph-Dezarn,

Thank you for considering integrity ARCHITECTURE (iA) to help with a feasibility study regarding the Liberty Road Bus Garage and future transit center for the Fayette County Public School District. Below you will find our proposal and associated fee based on our understanding of the Work.

## **PROJECT SCOPE**

Our understanding of the scope of this is to provide preliminary master planning and feasibility study for the existing Liberty Road bus garage and the existing Eastside Technical Building to become a transit center and office space for the Fayette County School district.

## **BASIC SERVICES**

### **1. Site Analysis and Evaluation:**

- Conduct an in-depth analysis of the existing site, considering factors such as existing conditions, accessibility, topography, environmentally sensitive areas, and infrastructure constraints.
- This proposal assumes iA will have access to existing site survey, existing building drawings for both the Eastside Technical School and Bus Garage (including information from Asset Planner)
- iA will engage Contour Collaborative and Palmer Engineering for site and civil coordination and preliminary design.

### **2. Stakeholder Engagement and Programming:**

- Collaborate with stakeholders, including FCPS staff to identify functional requirements and operational needs for the transit center. We anticipate 2-3 meeting with FCPS and a coordination meeting with KYTC to further understand to future Liberty Road project.
- Develop a comprehensive program outlining spatial requirements, amenities, services, and technology integration based on identified needs.

**3. Master Planning and Preliminary Design Concept:**

- Generate design concepts and schematic layouts for the transit center, considering site constraints, programmatic requirements, and future growth projections.

**4. Final Schematic Cost Opinion and Analysis:**

- Estimate project costs including site preparation, construction, and infrastructure upgrades.
- iA will engage a third-party cost estimator for development of preliminary cost analysis

**DELIVERABLES**

- Feasibility Study Report and Preliminary Design
- Stakeholder Program Summary: Summary of stakeholder feedback, concerns, and priorities.
- Preliminary Cost Opinion

**COMPENSATION**

The compensation for Basic Services, as described above, shall be provided for a **Lump Sum or Hourly Rate with a Not-to-Exceed** limit based on the Schedule of Labor Rates (below):

Schematic Design Fee	
Service	Fee
Feasibility Study and Preliminary Design	Not-to-Exceed \$50,000.00 <i>Fifty thousand dollars</i>
Additional Services	Hourly

The compensation referenced above has been estimated on hours we believe it will take based on previously completed projects with similar size, scale, and complexity. In the event that the Owner wants to explore options or work beyond the scope referenced above, then integrity Architecture will be compensated per the hourly rate schedule below or an agreed upon adjusted lump sum.

Invoice(s) shall be provided to the Owner upon completion of work.

iA and the Owner may suspend or terminate services at any time. Notice of suspension or termination must be provided in writing to either party. Upon suspension or termination iA will provide the Owner with an invoice for any or all previously accumulated Time to be paid per the terms above.

**ADDITIONAL SERVICES / REIMBURSABLE EXPENSES**

Additional Services shall be described as any services performed by the Architect, requested by the Owner and not described under the Basic Services. These services shall be billed at the same Hourly Rate or shall be provided for a Lump Sum Fee in an amount agreed upon by iA and TCA. These services may include but are not limited to:

- Additional design concepts
- Additional Conceptual budget recommendations

The Architect shall notify the Owner if any Owner-requested service or change in deliverables shall qualify as an Additional Service or Reimbursable Expense.

**LABOR & EXPENSE SCHEDULE**

ARCHITECTURAL	
STAFF POSITION	RATE
Principal / Architect	\$250 / hr
Project Architect / Project Manager	\$185 / hr
Architectural Designer / BIM Production	\$125 / hr
Administrative / Clerical	\$75 / hr
REIMBURSABLE EXPENSES	
Travel (Mileage) (Outside Fayette County Only)	\$0.60 / mile
Travel (Airfare, Hotel, Transportation, etc.)	Cost
Printing / Copying / Shipping / Postage	Cost

**ACCEPTANCE**

If you have any questions regarding the details of this proposal, please contact us at your convenience. If this proposal is acceptable, please execute one copy and return to us. Work will commence Work immediately upon receipt of the executed copy.

We appreciate the opportunity and look forward to working with you.

Respectfully Submitted,  
integrity ARCHITECTURE, PLLC



\_\_\_\_\_  
Joey Nolasco, AIA, CID  
Managing Member/Co-Founder

5/30/2024

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

Acknowledged and Agreed,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date