

**CONTRACT
SPECIAL INSPECTION SERVICES
NEW RISE STEM ACADEMY FOR GIRLS
FCPS RFP #52-24**

THIS CONTRACT is entered into this 24th day of September, 2024 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and SOLID GROUND CONSULTING ENGINEERS, PLLC, 1419 Lexington Road, Richmond, Kentucky 40475 ("Second Party".)

A. PARTIES:

The Board of Education of Fayette County, Kentucky, Division of Facility Design and Construction has established the need to hire the services of a special inspection agency for the New Rise STEM Academy for Girls project and has determined that this need cannot be met by existing district staff.

Second Party provides professional special inspections and materials testing services and has expertise as described herein.

B. PURPOSE:

The purpose of this contract is to provide professional special inspections and materials testing services pursuant to Chapter 17 of the Kentucky Building Code as set out more specifically in the proposal from Second Party dated July 23, 2024, attached hereto and incorporated herein by reference.

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 the above described services to the Division of Facility Design and Construction, as an independent contractor, under the direction of Melinda Joseph-Dezarn, AIA, Director.
2. The services will be provided as set out in the proposal from Solid Ground Consulting Engineers, PLLC, dated July 23, 2024, attached hereto and incorporated herein by reference. Additionally, at the end of each week, Second Party agrees to submit copies of the daily observation and testing activity reports to the First Party's on-site representative, the design professional in charge and the contractor. Periodic progress reports will be provided based on the distribution list agreed to at the Pre-construction meeting. A final report documenting Special Inspections and any deviations will be submitted at agreed upon intervals per KBC Section 1704.1.2 Report Requirements.
3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$119,400.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$119,400.00.
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 expense at regular intervals. Original receipts will be provided for all 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 Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g; 34 CFR Part 99).

12. 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.

13. 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. 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.

14. 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.

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

16. 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.

17. This agreement will be in effect from September 24, 2024, through December 31, 2026, unless terminated by either party as defined in Paragraph 8.

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



Melinda Joseph-Dezarn
Director, Facility Design & Construction
Principal/Director's Approval



Date

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

Date

LEGAL IN: _____
CAB. IN: _____

Tim McClure, Vice President
SOLID GROUND CONSULTING ENGINEERS, PLLC

Date



SOLID GROUND
CONSULTING ENGINEERS, PLLC
Engineering Innovation; Providing Solutions to Your Challenges.

July 23, 2024

Fayette County Public Schools

C/O Ms. Sarah Siekkinen
Ross Tarrant Architects
101 Old Lafayette Avenue
Lexington, Kentucky 40502

**Subject: Proposal for Special Inspections Services
Rise STEM Academy for Girls
Fayette County Public Schools
Lexington, Kentucky
Solid Ground Proposal No.: 135124**

Solid Ground Consulting Engineers (Solid Ground) are pleased to provide you with this proposal for Special Inspections and Construction Materials Testing for the construction of the proposed Rise STEM Academy for Girls in Lexington, Kentucky. This proposal details project information, proposed scope of services, schedule, and estimated cost.

Special Inspections Services

Steel Construction (KBC 1705.2)

- . Perform structural steel inspections as per the project specifications.
- . Perform inspection of steel fabricators, as required by the Kentucky Building Code.
- . Perform field observations to verify the structural steel for compliance with the approved plan documents.
- . Perform field observations of anchor bolts required for compliance to the approved plan documents.
- . Perform ultrasonic testing of CJP and moment welds.
- . Perform continuous inspection on welds greater than 5/16".

Concrete (KBC 1705.3)

- . Verify use of the required design mix.
- . Observe reinforcing steel, as well as anchor bolts, during foundations and slab on grade construction.
- . Placement of cast in place bolts or other embedded anchors prior to and during concrete placement.
- . Sample and perform tests on plastic concrete in the field which includes slump, air

- content, temperature, and other tests required by the project specifications.
- . Review of placement and curing techniques of the fresh concrete.
- . Make 4 by 8-inch concrete cylinder specimens for compressive strength testing.
- . Hydrate, test, and report concrete cylinder test specimens as required by the specifications.
- . Perform FF/FL as per the project specifications.

Reinforced Masonry (KBC 1705.4)

- . Observe the consistency of site-prepared mortar, placement of masonry units and the construction of mortar joints and location of reinforcement and connectors.
- . Verification of size and location of structural elements, type, size and locations of anchors including details of anchorage of masonry to structural members, frames of other construction.
- . Verify prior to grouting to ensure grout space is clean
- . Observe placement of grout.
- . Observe construction of structural elements; to verify proper size, grade and type of reinforcement and protection of masonry during cold weather or hot weather.
- . Observe construction to verify type, size grade and location of anchors.
- . Observe preparation of required grout specimens and/or mortar specimens. These samples will be made on a daily basis during the Reinforced Masonry construction.

Soils (KBC 1705.6)

- . Observe materials below shallow foundations and grade beams to verify foundation remediation is in accordance with plans and specifications.
- . Observe that foundation bearing conditions are in compliance with the recommendations contained in the requirements set forth in the project plans, specifications, and the geotechnical report.

Storm Shelter Inspections ICC 500

106.2 Special Inspections

- . Special Inspections shall be provided for construction and installation of materials as required by the authority having jurisdiction in accordance with the applicable building code and Sections 106.3 of this code.

106.2.1 Inspection of Fabricators

- . Where fabrication of structural load-bearing and debris-impact-resistant components and assemblies is being performed on the premises of a fabricators shop, special inspections of the fabricators shall be provided.

106.3 Special cases

- . Special inspections shall be provided for proposed work comprised of:
 1. Construction materials and systems that are alternatives to traditional materials and systems prescribed by the applicable code.
 2. Unusual design and construction applications.
 3. Anchors post-installed in hardened concrete for shelter anchorage in accordance

with Section 106.3.1.

106.3.1 Special Inspections to Verify Anchor Installation

- Special Inspection to verify the anchor installation, capacity and foundation adequacy according to the anchor manufacturer and shelter anchorage and foundation requirements provided in the shelter design information required in Section 107.2.1, quality assurance plans required in Section 107.3.2, and foundation and anchorage criteria required in Section 309.

106.4 Structural Observations

- During construction of community shelters, the building owner shall employ a registered design professional to conduct visual observations of the construction of the structural system for general conformance to the approved construction documents at significant construction stages and at completion of the construction of the structural system. Structural observation shall not obviate the need for other inspections or testing required by this standard or the applicable building code.
- Deficiencies shall be reported in writing to the owner and to the authority having jurisdiction. At the conclusion of the work, the registered design professional who made the structural observations shall submit to the authority having jurisdiction a written statement that the site visits have been made and shall identify any reported deficiencies that, to the best of the structural observer's knowledge, have not been resolved.

Utility trench backfill, as requested by the RFP and Project Specifications

- Site Work specifications reference Kentucky Transportation Cabinet's Standard Specifications for Road and Bridge Construction, latest edition (KDOT Specs) for earthwork, concrete placement, and asphalt placement.
- Earthwork compaction shall be tested in accordance with Section 206.03.03 of the KDOT Specs.
- Items addressed within the Asphalt and Pavement section of the project specifications.
- Site Work specifications reference Kentucky Transportation Cabinet's Standard Specifications for Road and Bridge Construction, latest edition (KDOT Specs) for earthwork, concrete placement, and asphalt placement.
- Earthwork compaction shall be tested in accordance with Section 206.03.03 of the KDOT Specs.
- Items addressed within the Asphalt and Pavement section of the project specifications.

Schedule

We request a 24-hour notice prior to providing on-call personnel to enable us to schedule the work efficiently. Mr. Ryan Hall will be the Project Manager for the project.

Compensation

Special Inspections - \$119,400.00

Karst Remediation - \$750.00/day

Authorization

To authorize please sign the attached Proposal Acceptance Sheet and return one complete original of the proposal to us.

Payment Terms

The client understands that we will be compensated for performing the services in accordance with the scope of work detailed in this proposal. The lump sum invoice will be issued once the final report is issued. The client agrees to pay all charges not in dispute within 30 days of receipt of the invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent. The Client shall provide notification within 10 days of receipt of the invoice should the invoice contain charges the Client intends to dispute.

Proposal Acceptance

We appreciate the opportunity to provide our consulting services to you. We look forward to working with you on this project. If you have any questions, we would be glad to address them. If this proposal is acceptable as written, please have the person responsible for payment sign a copy and return it to our office. That will be our indication to begin work. Once again, thank you for considering our firm for this project.

SIGNATURE:



PRINTED NAME & TITLE: Vance Mitchell, COO



DATE: July 23, 2024

CLIENT or CLIET REP: _____

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

Please submit one copy to Solid Ground Consulting Engineers by email correspondence or mail.

