

**CONTRACT
SPECIAL INSPECTION SERVICES
NEW ELEMENTARY ON GREENDALE ROAD
FCPS RFP #46-24**

THIS CONTRACT is entered into this 29th day of July, 2025 by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **UES Professional Solutions 25, LLC**, 858 Contract Street, Lexington, Kentucky 40505 ("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 Elementary on Greendale Road 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 June 6, 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 Consulting Services Incorporated (now known as UES Professional Solutions 25, LLC), dated June 13, 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 \$137,650.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$137,650.00.

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.

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 29, 2025, through December 31, 2027, 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, AIA
Director, Facility Design & Construction

Date

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

Date

LEGAL IN:_____
CAB. IN:_____

Barry Bishop, Branch Manager
UES Professional Solutions 25, LLC

Date

Greendale

REQUEST FOR PROPOSAL

PROPOSAL FORM

Percentage Based Fee

Proposals will be evaluated based on a not to exceed percentage of construction value fee. Separate fees are requested for Geotechnical Investigation and Report, and for Special Inspections, Quality Assurance and Quality Control. Fees shall include all work defined in the scope of work as outlined in this request for proposal including work required by the Kentucky Building Code that may not be specifically listed herein. Special project conditions requiring work beyond scope defined above shall be clearly identified by the testing agency and included in proposal.

Provide fees and percentages on this proposal form. Include this proposal form with only the not to exceed fee and the percentage, which is the basis of the fee. Proposals which list fee in any other format may be rejected. This request for proposal must be included for a proposal to be considered.

Provide unit prices for all aspects of geotechnical investigation, special inspections and quality control testing.

Proposals shall be submitted to Sherman Carter Barnhart by 5:00 p.m. 7 days after date of this request. The selected firm will be notified within one month after the due date.

Geotechnical Investigation and Report are due ⁴⁵21 days from receipt of notice to proceed.

Fees and Fee Percentages

Budget = \$37,000,000.00

Geotechnical Investigation and Report -

Proposed Fee: \$ 16,100.00 Percent of Construction Budget: 0.0435 %

Special inspections, Quality Assurance and Quality Control Testing Services -

Proposed Fee: \$ 137,650.00 Percent of Construction Budget: 0.372 %

The payment for the services listed above shall not exceed the percentage-based fee listed on this fee form. Change orders for work, which do not affect Special Inspections or Quality Control will not be applicable to the percentage-based fee. Payment for the Geotechnical Report shall be made upon completion and acceptance during the Design Development phase. No payments for Special Inspections are anticipated during the Construction Document phase of design. Remaining payments shall be made as submitted on a monthly basis during construction.

Please provide signatures and dates below to approve and accept this proposal.

Geotechnical Engineer: Bruce L. Hartke, PE/CSI Date: 6-13-24

Proposal Accepted By: _____ Date: _____

Fayette County Schools
New Greendale Road Elementary School
SCB Project No. 2380