



EASTERN KENTUCKY UNIVERSITY

Serving Kentuckians Since 1906

Office of Finance & Administration
Division of Capital Construction
& Project Administration

Commonwealth 1410
521 Lancaster Avenue
Richmond, KY 40475-3102
(859) 622-8797

AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2017 by and Eastern Kentucky University, as represented by the Division of Capital Construction and Project Administration (CCPA), hereinafter referred to as the "owner" or as the "University" and _____, hereinafter referred to as the "Landscape Architect".

WITNESSETH THAT WHEREAS the Owner desires to avail itself of the services of a landscape architect registered and licensed as such by the Kentucky State Board of Examiners and Registration of Landscape Architects, pursuant to KRS Chapter 323A, to provide Landscape Architectural services for planning miscellaneous renovations and improvement projects at various locations as required by the Owner, and

WHEREAS, the Landscape Architect is licensed as an Landscape Architect pursuant to KRS Chapter 323A, or is a firm employing such a licensed Landscape Architect who will be in responsible charge of all Landscape Architectural work accomplished under this agreement (in which case the firm is referred to hereinafter as an individual), and is qualified to perform the required services. All professional services by this contract shall be performed by the Architect or bonafide employee and shall not be subcontracted.

NOW, THEREFORE, the Owner and the Landscape Architect, for the consideration hereinafter named, agree as follows:

ARTICLE I – THE LANDSCAPE ARCHITECTURAL SERVICES:

Provide Landscape Architectural services for inspection, design and supervision of miscellaneous renovation and improvement projects at various locations as required and directed by the Division of Capital Construction and Project Administration. The services may include but are not limited to the following

1. The development of a written project program.
2. The evaluation of a using Agency program.
3. Phase A-schematics and construction cost estimate.
4. Phase B-design development plans and outline specifications.
5. Phase C-final plans and specifications.
6. Phase D-construction supervision and warranty period service

ARTICLE II – FEES AND OTHER PAYMENTS:

A. For services rendered by the Landscape Architect pursuant to this Agreement, the University will make payments to the Landscape Architect on the basis of hourly rates plus reimbursements, in accordance with the following schedule of rates

1. Payment for Personal Services:

Principal of Firm/Professional

\$125.00 per hr

| | |
|---|-----------------|
| Project Landscape Architect | \$100.00 per hr |
| Sr. Project Manager (or Landscape Architect-in-Training) | \$75.00 per hr |
| CAD Technician/Draftsperson | \$60.00 per hr |
| Engineer Technician/Inspector | \$50.00 per hr |
| Word Processing/Clerical | \$40.00 per hr |

2. Reimbursements:

Actual Cost
(back up receipt required)

Printing

Testing

Other Expenses as Determined/approved
by Department A/E(work not approved if
under another master agreement)

B. CONDITIONS:

1. There shall be no additional charge for overhead or profit nor for overtime.
2. The Landscape Architect is required to use employee appropriate for the job. If employee with higher qualifications than required is used, the rate of pay shall be that appropriate for the job rather than the rates the employee might be entitled to for work requiring their additional qualifications.
3. Relative to portal to portal pay travel expenses, the following conditions shall prevail:
 - (a) Payment may be requested for actual time spent on behalf of the University at the contract per diem hourly rates.
 - (b) Mileage expenses shall not be claimed.

ARTICLE III – RECORDS AND PAYMENTS:

- A. The Landscape Architect shall keep an accurate record of time and expense on each project, and such records shall be accessible to the University for examination upon request.
- B. Within thirty (30) days after completion of a project, the Landscape Architect shall render an itemized invoice on the standard invoice and receiving report form of the University. After same has been audited and approved, it will be processed for payment in routine manner and form, as prescribed for payment of obligations.

ARTICLE IV – TENURE OF CONTRACT AND TERMINATION RIGHTS:

- A. Contract shall begin upon award of contract and end June 30 of each year with annual renewals thereafter subject to cancellation by the University.
- B. No adjustment in the contract unit fees will be permitted.
- C. Pursuant to 200 KAR 5:312, the Owner may terminate this Agreement when, in the opinion of the Owner, the A/E is in breach of any of the terms and conditions of this Agreement.

The Owner shall also have the right to terminate this Agreement for its own convenience as authorized under KAR 5:312.

ARTICLE V – AGREEMENTS AND UNDERSTANDINGS:

- A. It shall be understood and agreed that not any contract or agreement will be effective and binding against the Owner until the unit Price Contract has been approved and issued by Eastern Kentucky University and one (1) copy of the Agreement filed with the Legislative Research Commission, with each such copy being accompanied by documentation of the need for such service.
- B. The Landscape Architect hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- C. The Landscape Architect acknowledges and understands that no payment may be made under this agreement before completion of the procedure provided for by KRS 45A.695 unless and until alternate actions occur as set out in KRS 45A.695(7).
- D. It shall not be construed that any legal or financial responsibility is constituted on behalf of the Owner by the contract unless the Owner directs the Landscape Architect, in writing, to perform services as hereinbefore outlined in this agreement.
- E. The Landscape Architect agrees to commence services, when directed by the Owner upon a prompt and reasonable date and complete same at the earliest possible time.
- F. All reports, drawings and specifications, as instruments of services shall be the property of the Owner whether or not the work for which they are made be executed.
- G. It is agreed by and between the parties hereto that the Landscape Architect will observe the rules of Eastern Kentucky University and will not solicit or employ University employees in conjunction with his work under this contract without the approval of the Owner and the head of the department in which the employee is employed. The Owner and the Landscape Architect hereby agree to the performance of the covenants contained herein.
- H. **MINIMUM INSURANCE REQUIREMENTS:** The Landscape Architect shall maintain the following or equivalent insurance policies at no less than the limits shown below and cause its sub consultants to maintain similar insurance with limits acceptable to the University:

| COVERAGE | LIMITS |
|-------------------------------|--|
| Professional Liability | \$1 million per claim, \$2 million aggregate |
| General Liability | \$1 million per occurrence, \$2 million aggregate |
| Worker's Compensation | Statutory |
| Employer's liability | \$ 500,000.00 |

The policies above shall contain the following conditions:

1. The University shall be named as an additional insured in the Landscape Architect's general liability policy.
2. The Landscape Architect's general liability shall be primary to any insurance or self-insurance retained by the Commonwealth of Kentucky.
3. The University shall be provided at least thirty (30) days notice in the event any of the required policies are canceled or non-renewed.
4. Professional Liability (Errors and Omission) policies shall be maintained for a minimum of three (3) years beyond the completion date of the project, to the extent commercially available. If not commercially available, the Landscape Architect shall notify the Owner and obtain similar insurance that is commercially available and acceptable to the University.

5. A copy of the certificate of insurance shall be provided by the Landscape Architect to the Owner upon execution of this Contract.

Said coverage shall be written by insurers acceptable to the Owner and shall be in a form acceptable to the Owner. Additional insurance coverage and amounts required, if any, are stated below

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- I. By signature, the Landscape Architect certifies a legal entitlement to enter into the subject contract with Eastern Kentucky University, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.001 through KRS 11A.990 of the Executive Branch Code of Ethics, relating to the employment of former public servants.
- J. Indemnity: The Landscape Architect shall indemnify and hold harmless the Owner from and against all liability, claims, loss, costs and expense, including defense costs, arising out of, or resulting from, the negligent acts, errors, or omissions of the Landscape Architect and its sub consultants under this Contract. In the event the Owner is alleged to be liable on account of negligent acts or omissions, or both, of the Landscape Architect, the Landscape Architect shall defend such allegations and the Landscape Architect shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses.
- K. **CHOICE OF LAW**: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

200 KAR 5:314. Disclosure of contractor's financial records and information to certain governmental entities.

RELATES TO: KRS Chapter 45A

STATUTORY AUTHORITY: KRS 45A.035(2)(h)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 45A.035(2)(h) authorizes the Secretary of the Finance and Administration Cabinet to promulgate this administrative regulation to govern confidentiality of technical data and trade secrets information submitted by actual or prospective bidders or offerors. This administrative regulation establishes requirements which allow governmental oversight agencies to obtain access to the financial data of state contractors.

Section 1. All state contracts, as defined in KRS 45A.030(7), shall contain the following language: "The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service". (22 Ky.R. 1510; eff. 5-16-96; 30 Ky.R. 682; 1468; eff. 1-5-2004.)

IN WITNESS WHEREOF they have executed this agreement, the day and year first above written.

BY: _____ Date
Landscape Architect

BY: _____ Date
Div. of Capital Construction & Project Adm.
Eastern Kentucky University

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

VENDOR STATEMENT OF NON-CONFLICT OF INTEREST

PROJECT: _____

Purchase Order No: _____

I HEREBY CERTIFY, IN RELATION TO THE ABOVE LISTED PROJECT:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation). "Bidder" shall be used interchangeably with "person providing quote" based on whether a bid or phone quote, respectively, is being solicited.
2. That the bidder, or person providing an oral quote, is legally entitled to enter into the contract with the Commonwealth of Kentucky and its agency, Eastern Kentucky University, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.455 or KRS 164.390.
3. That the bidder acknowledges a certificate of insurance is on file with ECU Facilities Services office and that it is current and will remain current for the extent of this project.
4. Eastern Kentucky University is a tobacco-free campus. In an effort to create a healthy and beautiful campus environment for ECU faculty, staff, students, and visitors, ECU has implemented a tobacco-free policy as of June 1, 2014. The use of all tobacco is prohibited on all property that is owned, leased, occupied, or controlled by the University. The policy includes all forms of tobacco, including, but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, bidis, clove cigarettes and smokeless tobacco products (snuff, chewing tobacco, and dipping tobacco).

For more on this information, please visit www.tobaccofree.eku.edu.

SIGNED BY: _____ TITLE: _____

FIRM: _____ TELEPHONE NO: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____ ZIP: _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____