

**SCOPE OF SERVICES
KENTON COUNTY FARMERS MARKET
INDEPENDENCE, KENTUCKY**



April 18, 2023

This agreement is between the Kenton County Fiscal Court (Owner) and Brandstetter Carroll Inc. (Consultant). The proposed work is to design and complete Construction drawings and handle the permitting process for the new Kenton County Farmers Market based on the schematic documentation provided on September 30, 2022.

Upon your request for assistance to complete the project we propose the following Scope of Services:

A. Construction Documents Phase – The Architect will:

1. Based upon the previously generated recommendations, generate drawings and specification which outline the total scope of the project for construction.
2. Meet with the Owner periodically to review documents and verify decisions and recommendations.
3. Conduct QC/QA review of Construction Documents at 30%, 60%, 90%, and 100% completion intervals both in-house and with Owner representatives.
4. Submit applications to government authorities having jurisdiction over the project including city, county, and state agencies, and local utilities and follow up as required.
5. Prepare bidding information, technical specifications, and Construction Documents.

B. Bidding Phase – The Architect will:

1. Assist the Owner in the solicitation for Contractor bids.
2. Respond to Contractor questions and assist County in issuing addenda as required.
3. Attend the bid opening, review bids, prepare a bid summary and identify the lowest bona fide Contractor bid.
4. Based upon the Owner's selected Contractor, prepare contracts, and receive contract related submissions.

C. Construction Administration Phase – The Architect will:

1. Provide Construction Administration services of the Construction Contract. The Architect will provide a site visit on a regular basis, review the progress to date, respond to Contractor questions and accept/reject work.
2. Conduct a monthly project meeting to verify construction progress, related issues, and keep the Owner informed.
3. Prepare field reports, project meeting minutes, change orders and other routine documents as required during construction.
4. Review Contractor applications for payment, visit project site and verify progress of work to date.
5. Review shop drawings, product submissions and other related data from the Contractor.
6. Provide a final inspection and submit to the Owner the final Contractor pay request.

D. Warranty Review – The Architect will:

1. Conduct a warranty review. The contractor will provide a one-year warranty on workmanship. Toward the end of this warranty period, which begins at the designation of “substantial completion”, the Architect will review the building to review any items that may be insufficient. These items will be documented, and the Contractor will be required to make the desired repairs or replacements prior to the expiration of the warranty period.

E. Schedule

1. Preparation of the construction documents will require 20 weeks to prepare.
2. The permitting process will commence at the completion of the document preparation. This process is anticipated to take 6-8 weeks to complete. (This permitting schedule is an assumption based on historical data and is subject to change.)

F. Fees

1. The proposed fee is \$60,000 based on the construction cost of \$750,000 and includes Civil Engineering, Structural Engineering, Architectural, Mechanical Engineering, and Electrical Engineering. The breakout is as follows:

i.	Construction Documents	\$45,000
ii.	Bidding	\$3,000
iii.	Construction Administration	\$12,000
2. Modifications to the scope shall result in a fee adjustment agreed upon by both parties.
3. Billing will occur on a monthly basis as work progresses with final payment due within 30 days of project completion.

G. Hourly Rate Schedule

The firm’s hourly rates listed by discipline are:

Principal	\$250.00/hour
Senior Registered Architect	\$250.00/hour
Senior Professional Engineer	\$250.00/hour
Registered Architect	\$175.00/hour
Professional Engineer	\$175.00/hour
Landscape Architect	\$200.00/hour
Resident Inspector	\$110.00/hour
City Planner	\$110.00/hour
Engineer in Training	\$100.00/hour
Intern Architect	\$80.00/hour
Engineering Designer	\$80.00/hour
Intern Landscape Architect	\$75.00/hour
AutoCAD Operator	\$65.00/hour
Drafter	\$60.00/hour
Clerical	\$50.00/hour

H. Agreement

1. The agreement for this project shall be the AIA Document B101 "Standard Form of Agreement Between Owner and Architect", 2007 Edition, modified as necessary in keeping with the terms and conditions noted in the Scope of Services.

I. Conditions

1. This proposal does not include costs for any plan review fees through state or local authorities. These are the responsibility of the owner.
2. This proposal does not include services to provide the following. If required, these would need to be paid by the county at the appropriate time:
 - i. Phase I Environmental Assessment.
 - ii. Wetland Delineation Study.
 - iii. Plan Review, Permitting Fees, and Accessibility Review.
 - iv. Survey
 - v. Geotechnical Report
 - vi. Special inspections are not included as these are the responsibility of the owner. BCI can help solicit proposals.

BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS

(1) Consultant's Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates.

(2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site surveys and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

(c) Arrange for access to the building as required for the Consultant to provide its services.

(d) Review all documents or reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(e) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) Period of Services. Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

(4) Method of Payment. Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt.

(5) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee,

the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(6) Insurance. The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(7) Standard of Care. In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(8) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(9) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant.

(10) Confidentiality. To the extent permitted by the Kentucky Public Records Laws, the Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(11) Miscellaneous Provisions. This Agreement is to be governed by the law of the Commonwealth of Kentucky. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.