

**SCOPE OF SERVICES
KENTON COUNTY ADMINISTRATION BUILDING COMMUNITY SPACE FIT-UP
COVINGTON, KENTUCKY**



July 21, 2020

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 for the Fit-Up of the Community Space on the second floor of the Kenton County Administration Building.

Upon your request for assistance to complete the project under a design, bid, build scenario, we propose the following Scope of Services:

A. Schematic Design – The Architect will:

1. Review existing building layout.
2. Meet with Stakeholders from the County to discuss the desired outcomes for the space and goals for this area regarding use and aesthetics.
3. Prepare preliminary Concept Floor Plans for review.
4. Review concepts with stakeholders and adjust concepts per the discussion.
5. Prepare Final Concept Plan and Elevations of the space.
6. Prepare and Review Preliminary Opinion of Probable Cost.

B. Document Preparation and Permitting Assistance – The Architect will:

1. Prepare Construction Documents suitable for permitting purposes by Brandstetter Carroll Inc. This includes the necessary Mechanical, Electrical, and Plumbing documents.
2. Review documents with Owner for approval.
3. Prepare and Review Final Opinion of Probable Cost
4. Submit drawings to Kenton County and local print house for the purposes of bidding.
5. Submit Drawings to State and Local Agencies for plan review and permitting processes.
6. Consultant will assist owner with Bidding process by answering contractor questions and issuing necessary addendum.

C. Construction Administration Assistance – The Architect will:

1. Provide Construction Administration services of the Construction Contract. Architect will provide a site visit on a weekly basis, review the progress to date, respond to Contractor questions and accept/reject work.
2. Conduct an Owner/Contractor project meeting on a regular basis decided upon with the County and contractors to verify construction progress and related issues.
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.
7. Provide a review of the full set of record drawings of the construction and deliver to the Owner.

D. Schedule

1. The schematic design process will take approximately 4 weeks to prepare and finalize from notice to proceed. This process is dependent upon owner availability to meet with Consultant.
2. Preparation of the permitting documents will require 12 weeks to prepare. The permitting and bidding process can commence at the completion of the document preparation.

E. Fees

1. Fees for this work shall be as listed below:

Schematic Design	\$2,500
Document Preparation (including MEP consultant engineer fees)	\$10,500
<u>Permitting & Construction Administration</u>	<u>\$2,000</u>
Total	\$15,000

This fee includes all travel expenses and document preparation expenses as noted above as well as attendance at meetings through the duration of the work. Billing will occur on a monthly basis as work progresses with final payment due within 30 days of project completion.

F. 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	\$200.00/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

G. Agreement

1. The agreement for this project shall be the signed Letter Agreement, in keeping with the terms and conditions noted in the Scope of Services.

H. Conditions

1. This proposal does not include costs for any plan review fees through state or local authorities. These are the responsibility of the County. If the County wishes for BCI to pay these, then they will become a reimbursable expense which will show on the Invoice for the project.
2. The Owner will provide for Consultant Use any existing information the owner may have that will be of benefit to the Consultant for development of this project. The Architect will assume all information provided by the owner is accurate.
3. This proposal does not include services to provide the following:
 - i. Phase I Environmental Assessment.
 - ii. Structural Engineering
 - iii. Civil Engineering

THIS AGREEMENT PROPOSED BY:

Brandstetter Carroll Inc.

Signature

Ben Brandstetter

Name

President

Title

Date

THIS AGREEMENT ACCEPTED BY:

Kenton County Fiscal Court,

Signature

Kris Knochelmann

Name

County Judge Executive

Title

Date

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 State 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.