



PROPOSAL FOR CONCEPTUAL DESIGN SERVICES

March 23, 2023

**Kenton County Fiscal Court Parking Structure Pre-Development
Project Number: 46520**

Kenton County Fiscal Court
Kris Knochelmann
Judge/Executive
1840 Simon Kenton Way
Covington, KY 41011

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com



SECTION 1: PROJECT DESCRIPTION AND SCOPE OF WORK

This proposal includes conceptual design for a parking structure on the current site of the Kenton County Government Center, adjacent to the existing office building. Based on a budget estimate generated by the design team, a report will be generated that becomes the basis for a funding request to the Kentucky Transportation Cabinet (KYTC) to provide for final design and construction of the parking structure and associated site improvements.

1.1 Project Site

The project is located at 1840 Simon Kenton Way, Covington, KY 41011.



1.2 Project Program

The new parking structure is intended to consolidate onsite parking spaces currently offsite that will be displaced by future improvements to Interstate 75. The parking structure is anticipated to accommodate approximately 250 vehicles. Weather-protected connection to the existing Government Center office building will be considered. If the size or programmatic nature of the building changes, we will work to reach an equitable adjustment to this proposal.



1.3 Project Team

We have assembled a team of professionals for the project to deliver a fully realized concept design.

Basic and Supplemental Services

1. Architecture	Gresham Smith
2. MPE Engineering	Elevar Design Group
3. Structural Engineering	Gresham Smith
4. Civil Engineering	Brandstetter Carroll Inc.
5. Landscape Architecture	Gresham Smith
6. Cost Estimating	Gresham Smith

SECTION 2: SCOPE OF SERVICES

Gresham Smith will lead the effort and coordinate the consultant team to deliver the concept design of the building. **The following outlines our basis for services in this proposal.**

Part 1

Prior to the first Owner meeting, the Design team will gather background information on the site including existing survey, civil site utility, grading and paving plans, existing landscape plans, existing building plans and zoning requirements.

Deliverables:

- Site Analysis
- Initial Functional Options
- Visual Preference Survey
- Class 5 Cost Estimates for Initial Functional Options

Meeting:

- One meeting, in person.

Goal:

- Select preferred functional option.



Part 2

Based on feedback and insights gained from the first meeting, the Design Team will develop not more than three initial aesthetic concepts for presentation to the Owner. Detailed conceptual building plans will also be provided along with initial thoughts on civil site requirements and landscape/hardscape design. An initial budget estimate will be developed.

Deliverables:

- Up to 3 Aesthetic Design Concepts
- Refined Functional Plans
- Initial Civil & Landscape Plans
- Initial Project Budget – to include Class 4 Cost Estimates for Concepts Developed in Part 2

Meetings:

- One meeting, in person.

Goal:

- Select preferred aesthetic option.

Part 3

Based on feedback and insights gained from the second meeting, the Design Team will draft final concept drawings, images/renderings, narratives and conceptual project budget.

Deliverables:

- Draft Final Concept Plans
- Draft Final Concept Narratives
- Draft Final Concept Rendering(s)
- Draft Final Concept Project Budget – to include Class 3 Cost Estimate for Final Concept Plans

Meetings:

- One meeting, in person.

Goal:

- Concurrence on Final Content and Revisions



Part 4

Design Team will format, package and deliver final report and a draft Memorandum of Agreement (MOA) between the Kenton County Fiscal Court and KYTC.

Deliverables:

- Final Report (pdf)
- Draft MOA

Meetings:

- N/A.

Goal:

- Complete deliverables.

SECTION 3: CONCEPT DESIGN SCHEDULE

The anticipated durations for purposes of scoping the fee for the project are outlined below. Extensions of the durations or out-of-phase decisions could result in a compensation adjustment.

Part 1:	3 weeks (<i>from notice to proceed</i>)
Part 2:	2 weeks
Part 3:	2 weeks
Part 4:	2 weeks
TOTAL:	9 weeks

SECTION 4: COMPENSATION

The anticipated durations for purposes of establishing the fee for the project are outlined above. Extensions of the durations or out-of-phase decisions could result in a compensation adjustment.



Part	Fee
1	\$25,095.00
2	\$28,885.00
3	\$25,345.00
4	\$17,725.00
Fixed Subtotal:	\$97,050.00
*Estimated Direct Expenses:	\$2,065.03
Estimated Project Total:	\$99,115.03
*Estimate includes 3 trips between Nashville, TN and Covington, KY and \$1,000 allowance for miscellaneous potential direct expenses.	

Work will be invoiced on a percentage complete at the end of each month. Payment for services shall be made monthly in proportion to services performed. Payments are due and payable upon receipt of the Architects invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 10% per month overdue.

Compensation for additional activities beyond the above stated scope of services will be hourly per the attached Hourly Rate Schedule, Exhibit B

Direct project expenses including out-of-town travel, printing, shipping, courier services, etc. will be billed as incurred.



SECTION 5: ASSUMPTIONS AND EXCLUSIONS

In addition to the General Provisions described in Exhibit A, the following assumptions and exclusions are the basis for our proposal on the scope of work for this project.

Client Provided Consultants + Information:

The Client may provide the following consultants as needed (not part of this agreement). The information provided by these consultants through the Client can be reasonably relied upon.

1. Site Survey
2. Program Requirements
3. Geotechnical Engineering
4. Environmental Engineering
5. Existing Site and Building Drawings

If additional consultants are required, Gresham Smith will assist in the procurement of proposals and incorporate them into the scope of services as necessary.

Design Scope Assumptions:

Our design scope includes the following assumptions. The scope of the project is generally outlined in this document. If the scope of the project changes the design team will notify the Client. If major modifications are made to the program (i.e. adding additional stories to the building beyond what is already provided in this document for flexibility), an adjustment to the compensation may be required.

1. Client Review + Revisions: The design team anticipates the Client's feedback and review as part of the process. However, for the orderly progression of work, it is expected that directed revisions occur at meetings and major milestones. As listed above, changes to previously approved work may modify the schedule or warrant additional compensation.
2. Environmental: We do not assume design for the remediation or removal of hazardous materials.
3. BIM Model Usage: While we utilize Revit for the creation of two-dimensional instruments of service, this proposal does not anticipate the usage of the three-dimensional BIM model for construction clash detection, shop drawing creation, or facilities management. We will provide the BIM model with a release of liability resulting from its usage. If a BIM model with adequate detail for use in construction, facility management, or clash detection is desired the design team can provide this as an additional service.



SECTION 6: AUTHORIZATION TO PROCEED

Thank you for your trust in our team. We are dedicated to supporting the Kenton County Fiscal Court and we are confident that together we can realize exceptional outcomes.

In order to meet the deliverables and schedule listed in this proposal, we request that a Notice To Proceed is given within 15 business days of receipt of this proposal. The Architect reserves the right to modify the proposal if there are delays.

If this proposed scope and compensation are acceptable, this letter and its attachments (Exhibits A and B) will serve as the agreement to activate our design team in advance while we work on the final agreement language. Please sign and return a copy to us for our records or contact us with any questions you may have.

We thank you again for this opportunity.

Gresham Smith

Client

Nick Hendrix
Project Executive

Kris Knochelmann
Judge/Executive

Dave Stills
Owner/Senior Engineer

Attachments:

Exhibit A – General Provisions
Exhibit B – Hourly Rates Table
Exhibit C – Fee Chart

Cc:

Joe Shriver
Spencer Stork
File

GRESHAM SMITH
Exhibit A - General Provisions

ARTICLE 1. GENERAL

These General Provisions (2 pages) are incorporated as an integral part of the letter Agreement to which they are attached between GRESHAM SMITH, a Tennessee general partnership, their officers, directors, partners, employees, and consultants, herein referred to as GRESHAM SMITH, and the CLIENT (OWNER of the Project addressed in such letter Agreement), wherein the CLIENT engages GRESHAM SMITH to provide certain architectural and/or engineering professional services on a Project.

As used herein, the term "this Agreement" refers to and includes (1) the GRESHAM SMITH proposal Letter, which becomes the Letter Agreement upon its written acceptance by the CLIENT, (2) these General Provisions and (3) any attached Exhibits, as if they were one document. In event that these General Provisions conflict with the proposal letter or exhibits, the proposal letter and its exhibits shall govern.

ARTICLE 2. SCOPE LIMITATION

The parties expressly agree that the scope of this Project is limited and does not include the preparation of professionally endorsed design documents, including signed and sealed, or construction documents.

ARTICLE 3. COMPENSATION TO GRESHAM SMITH

A. Compensation to GRESHAM SMITH for professional services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for GRESHAM SMITH's services shall apply to all parts of a work scope where GRESHAM SMITH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments within 30 days of date of invoice based on the percentage of completion of the services.

2. An Hourly Rate method of payment for GRESHAM SMITH's services shall apply to all or parts of a work scope where GRESHAM SMITH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, GRESHAM SMITH shall be paid for the actual hours worked on the Project by its technical personnel times an hourly billing rate established for each employee. A rate schedule shall be furnished by GRESHAM SMITH to CLIENT upon request. The CLIENT shall make monthly payments within 30 days of the invoice date based on the amount of work completed.

B. In addition to the foregoing, GRESHAM SMITH shall be reimbursed charges for the following Expenses when incurred in the performance of the work: travel, lodging and subsistence; outside professional and technical services and agency fees with cost defined as the amount billed GRESHAM SMITH plus 10%; and identifiable charges for reproduction and reprographics, and delivery costs.

C. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1.5% per month. In addition, GRESHAM SMITH may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until GRESHAM SMITH has been paid in full. The CLIENT additionally agrees to pay all attorney fees, collection

fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

ARTICLE 4. ADDITIONAL SERVICES

GRESHAM SMITH will provide additional services when requested by the CLIENT on a Lump Sum basis as mutually agreed by the CLIENT and GRESHAM SMITH or, in the absence thereof, on an hourly basis, either according to the Hourly Rate Schedule included in this Agreement or, in the absence thereof, at GRESHAM SMITH's then current standard hourly billing rates. Directed changes to services previously performed will be considered Additional Services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon 7 days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to GRESHAM SMITH.

In the event of a reduction in scope of the Project work, GRESHAM SMITH shall be paid for the services performed and expenses incurred on the Project work thus reduced and for all completed and abandoned services, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 6. INSTRUMENTS OF SERVICE

Documents, including those in electronic form, prepared by GRESHAM SMITH are Instruments of Service. GRESHAM SMITH shall be deemed the author and owner of the respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any reuse without verification or adaptation by GRESHAM SMITH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to GRESHAM SMITH. In this regard, the CLIENT will indemnify and hold harmless GRESHAM SMITH from any and all suits or claims of third parties arising out of such reuse, including legal expenses, which is not specifically verified, adapted or authorized by GRESHAM SMITH in writing.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit GRESHAM SMITH to perform the services required under this Agreement, the CLIENT shall provide, in proper time and sequence, the following at no expense to GRESHAM SMITH.

1. All necessary information regarding CLIENT requirements as necessary for orderly progress of the services.

2. Designate in writing, one person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, approve changes, interpret and define CLIENT'S requirements with respect to GRESHAM SMITH's services.

3. Give prompt written notice to GRESHAM SMITH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GRESHAM SMITH's services or any defect in the work of GRESHAM SMITH.

4. Furnish such services, materials, record drawings, specifications or data as may be set forth in the Letter Agreement

GRESHAM SMITH
Exhibit A - General Provisions

or any Exhibits attached hereto and provide access to and make all provisions for entrance upon property as required for GRESHAM SMITH to perform its services.

B. GRESHAM SMITH shall be entitled to rely on the accuracy and completeness of all information furnished by the CLIENT. If GRESHAM SMITH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, GRESHAM SMITH shall promptly notify the CLIENT.

ARTICLE 8. OPINIONS OF PROBABLE COST

Opinions of probable project cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are made on the basis of GRESHAM SMITH's experience and represent GRESHAM SMITH's judgment as an experienced design professional. It is recognized, however, that GRESHAM SMITH does not have control over the cost of labor, material, equipment or services furnished by others, or over market conditions or others' methods of determining prices.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

The Scope of Work under this Agreement does not include construction phase services and the CLIENT acknowledges that should such services be required by GRESHAM SMITH, those services will be performed under a separate design agreement.

ARTICLE 10. STANDARD OF CARE

In providing services under this Agreement, GRESHAM SMITH will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Gresham Smith makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

ARTICLE 11. LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of GRESHAM SMITH and GRESHAM SMITH's officers, directors, partners, employees, and GRESHAM SMITH's Consultants to CLIENT and anyone claiming by, through or under CLIENT for claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the professional services provided under this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, breach of contract, or warranty (express or implied) of GRESHAM SMITH or GRESHAM SMITH's officers, directors, partners, employees, or GRESHAM SMITH's Consultants, shall not exceed the total amount of \$50,000.

ARTICLE 12. INSURANCE

GRESHAM SMITH maintains insurance coverage including Workers Compensation Insurance, Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. Certificates of Insurance will be furnished upon CLIENT's annual written request. GRESHAM SMITH shall maintain Professional Liability coverage for the period of one (1) year following submission of final deliverables.

ARTICLE 13. DISPUTE RESOLUTION

In an effort to resolve conflicts that arise during the performance of services under this Agreement, the CLIENT and GRESHAM SMITH agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise.

ARTICLE 14. INDEMNIFICATION

Each party agrees, to the fullest extent permitted by law, to indemnify and hold harmless the other party and its officers, directors, employees and consultants, against damages, liabilities or costs, including reasonable attorneys' fees and other legal costs, to the extent caused by the indemnifying party's negligent acts, errors or omissions and those of its consultants or anyone for whom it is legally liable. The parties expressly agree that this indemnity provision does not include, and in no event shall either party be required to assume under this indemnity provision or otherwise, any obligation or duty to defend the other party against any claims, causes of action, demands, or lawsuits in connection with matters encompassed by this indemnity provision.

ARTICLE 15. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to consultants normally contemplated by GRESHAM SMITH shall not be considered an assignment for purposes of this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or GRESHAM SMITH.

ARTICLE 16. CONTROLLING LAW

This Agreement shall be governed by the laws of the State in which the Project is located.

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GRESHAM SMITH

Exhibit B - Hourly Rates Table

Rate Table	
Effective July 1, 2022 to June 30, 2023	
Role	Hourly Rate
Design Director	\$300.00
Project Executive	\$285.00
Assistant Project Manager	\$135.00
Administrative Assistant	\$90.00
Architect	\$110.00
Senior Structural Engineer	\$325.00
Structural Engineer	\$150.00
Mechanical Engineer	\$180.00
Electrical Engineer	\$180.00
Plumbing Engineer	\$180.00
Senior Civil Engineer	\$170.00
Civil Engineer	\$125.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$100.00
Cost Estimator	\$175.00

