



PROPOSAL FOR DESIGN SERVICES

August 15, 2023

**Kenton County Government Parking Garage
47084.00**

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

Genuine Ingenuity

100 West Main Street
Suite 350
Lexington, KY 40507
859.422.1971
GreshamSmith.com



SECTION 1: PROJECT DESCRIPTION AND SCOPE OF WORK

This proposal includes design and construction administration services for a parking structure and other improvements on the site of the Kenton County Government Center. The proposal is based on Exhibit A: Kenton County Government Center Parking Structure & Site Modifications Final Report, provided on June 16, 2023.

The anticipated budget is roughly \$20 million for all 3 components. The scope of the project is generally outlined in this document.

1.1 Project Site

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



1.2 Project Program

As indicated in the above-referenced report, the program consists of three components:

1. New parking structure
2. Reconfiguration of west site access and parking
3. Redevelopment of the north pedestrian/vehicular connector

In addition, the new parking structure will include provisions anticipating the addition of a multifamily development to be constructed atop a platform above the parking structure. While the platform is included in this scope, the residential development will be by others. The design team anticipates coordination with the residential development team as part of this scope of services.



1.3 Project Team

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

Basic and Supplemental Services

1. Architecture	Gresham Smith
2. Interior Designer	Gresham Smith
3. MPE Engineering	Elevar Design Group
4. Structural Engineering	Gresham Smith
5. Civil Engineering	Brandstetter Carroll Inc
6. Landscape Architecture	Gresham Smith
7. Security Design	Newcomb & Boyd
8. Graphics/Wayfinding	Gresham Smith
9. Geotechnical Engineering	Geotechnology ¹
10. Construction Inspector	Gresham Smith
11. Surveying Services	Brandstetter Carroll Inc.
12. Testing Services	Geotechnology ¹

Note 1: Except for acts amounting to willful or intentional acts and to the fullest extent permitted by applicable law, neither the Architect nor Architect's consultants shall be jointly or individually liable to the Owner for an amount in excess of One Million Dollars (\$1,000,000.00) the limits of the professional liability insurance coverage required to be carried by Architect and Architect's consultants under this Agreement for any injury, death, or damages related to the provision of geotechnical engineering, hydraulic testing, environmental consultant and testing, and survey services provided by a third-party consultant.

SECTION 2: SCOPE OF SERVICES

Gresham Smith will lead the effort and coordinate the consultant team to deliver the design of the building. This proposal is intended to cover architectural and engineering services to deliver the facility from schematic design through the completion of construction. Additional details for each phase will also be included in the final AIA B133-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The following outlines our basis for services in this proposal.

Phase 1: Management Services

The Architect will assist in the procurement of a Construction Manager at Risk and Developer for the residential construction on top of the parking podium.



Deliverables:

- Construction Manager at Risk Request for Proposal
- Notice To Industry for Potential Development
- Development Request for Proposal

Meetings:

- Twice Monthly Client-Architect Meetings
 - Weekly Design Team Meetings
 - Design Assist Interviews and Selection Meeting – Five meetings assumed
- Note:** Additional meetings can be provided for an additional fee.

Client Reviews:

- Twice Monthly Reviews
- Final Schematic Design Package Review

Phase 2: Schematic Design

Schematic Design will be based on the Exhibit A Package and will be revised based on input from the Development Community and Construction Manager at Risk from Phase 1.

Schematic Design establishes the overall look and feel of the building including design drawings determined necessary to illustrate the design intent. This will include design integration with the sub-consultants and engineering narratives outlining the expectations for systems and quality in the building. Schematic design documents are the basis for the target project budgets and budget approval before proceeding into subsequent phases.

Deliverables:

- Site Plan Package
- Schematic Design Package
 - Design Drawings
 - Exterior Renderings (Up to 3 total)
 - Building Program Summary
 - System Narratives and Diagrams
 - Interiors Narrative
 - Finalized Owner's Project Requirements (OPR)

Meetings:

- Twice Monthly Client-Architect Meetings
 - Weekly Design Team Meetings
- Note:** Additional meetings can be provided for an additional fee.

Client Reviews:

- Twice Monthly Reviews
- Final Schematic Design Package Review



Phase 3: Design Development

The design team anticipates a 2-week Design Pause for Pricing and Owner Review. After written approval of the Schematic Design package, the project will advance to the Design Development phase. The Client will provide the design team with a list of Value Adjustment items to incorporate into the drawing set at the start of the phase. With the overall look and feel of the project established, this phase will focus on project advancement by coordinating the engineering and architectural components of the spaces.

Deliverables:

- Early Release Package
 - Structural Foundations, Temporary Retaining Walls, Demolition and Site Utilities
- Final Design Development Package
 - Design and Engineering Drawings
 - Updated Exterior + Interior Renderings (Up to 4 total)
 - Updated Building Program Summary
 - System One Line Diagrams
 - Outline Specifications
 - Civil Site Plan

Meetings:

- One (1) Value Engineering Meeting at Design Development Phase Kick off
- Twice Monthly Client-Architect Meetings
- Weekly Design Team Meetings

Client Reviews:

- Twice Monthly Reviews
 - 50% Design Development Package
 - Final Design Development Package Review
- Note:** Extensive changes to already approved work or out-of-sequence Value Analysis revisions to the project may warrant additional compensation.

Phase 4: Construction Documents

After written approval of the Design Development package, the project will advance to the Construction Document phase. The Client will provide the design team with a list of Value Adjustment items to incorporate into the drawing set at the start of the phase based on the Early Release Package from the Design Development Package. This phase will provide the necessary information for obtaining permits for construction.

Deliverables:

- Building Permit Package
 - Design and Engineering Drawings
 - Draft Specifications



- Issued for Construction Document Package
 - Design and Engineering Drawings
 - Specifications

Meetings:

- Twice Monthly Client Architect Meetings
- Weekly Design Team Meetings
- Twice Monthly Design Assist Coordination Meetings

Client Reviews:

- Twice Monthly Reviews
 - 75% Construction Document Package Review
- Note:** Extensive changes to already approved work or out-of-sequence Value Analysis revisions to the project may warrant additional compensation.

Phase 5: Construction Contract Administration

Gresham Smith will provide administration of the Contract Documents and verify that the project's design intent and contract requirements are successfully executed in the field. General Contractor will utilize Gresham Smith's document control system, Newforma, during the Construction Contract Administration phase.

Deliverables:

- Revision and Clarification Documentation (as required)
- Request for Information (RFI) Management
- Architects Supplemental Instruction (ASI) Management
- Submittal and Shop Drawing Reviews in Newforma
- Monthly Site Observation (Field Visit) Reports
- Monthly Pay Application Review / Certification
- Change Order Review and Execution
- Project Construction Administration Close-out
- Final Punch List + One (1) Follow-up per Permit
- Certificate of Substantial Completion
- Coordinate with procurement agent for installation. Procurement agent to schedule orders, manufacturing, and installation.
- Shop Drawing and Finish Submittal Review
- Conformed Set at Completion of Construction

Meetings:

- Bi-Monthly: Site Observations (Field Visits);
- Bi-Weekly: Client / Architect / Contractor (OAC) Meetings



SECTION 3: SUPPLEMENTAL DESIGN SERVICES

The following services are not included in the base fee, but we can provide the following services at an additional fee if requested by the Client:

1. Value Engineering
2. Professional Marketing + Renderings
3. Commissioning Agent
4. Traffic Consultant / Engineer
5. Garage/Parking Consultant

SECTION 4: DESIGN SCHEDULE

See Exhibit B for the 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.

SECTION 5: COMPENSATION

See Exhibit C for Hourly Rate Schedule.
See Exhibit D for Design Fees.

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 architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at an interest rate of 3% per month.

Direct project expenses including out-of-town travel, printing, shipping, courier services, or marketing costs requested by the Client will be billed at cost.

SECTION 6: ASSUMPTIONS AND EXCLUSIONS

Based on the above-referenced building program, our design scope of services includes the following assumptions. Variance from the assumptions or major modifications to the program (i.e. adding additional stories to the building beyond what is already provided in this document for flexibility) may require adjustment to the compensation.

1. Notice to Proceed + Modifications: Before the start of each phase, the Client will give notice to proceed and definitive direction on any modifications.
2. 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.
3. Cost Control + Budgeting: Gresham Smith will assist in defining benchmark costs, but is not responsible for the cost estimation or the ultimate benchmarking of the facility. The Client will employ a cost-estimating firm or Contractor to determine the estimated cost of the project and provide feedback to the design team at the appropriate phases if modifications are to be made.



- i. The Client will provide the design team with a detailed target budget before commencing SD. The design team will make all efforts to design to that budget. As the design proceeds, alternatives can be priced to determine the best value for the project.
 - ii. The Client is to provide a directive to the design team at the beginning of each phase on how to proceed based on the value engineering list. VE choices that alter the project scope or are significantly out of sequence may result in additional services which will be negotiated on a case-by-case basis. All VE items identified after the beginning of the Construction Documents phase may result in additional services.
 - iii. If the project is over budget due to circumstances beyond the control of the design team, any additional redesign may be considered additional services.
4. Delivery of Construction: This proposal is based on a negotiated arrangement with a contractor serving as the Contractor/Construction Manager. If the project is procured on a design-bid-build delivery method, the schedule and compensation may need to be reevaluated.
5. Construction Administration Services: Drawing or Specification modifications during Construction due to substitution requests or means and methods revisions may result in additional services.
6. Sustainability: Third-party certification will not be pursued for this project.
7. Environmental: We do not assume design for the remediation or removal of hazardous materials. The General Contractor will follow Brownfield Guidelines for the disposal of contaminated soil.
8. Post-occupancy + As-built Documentation: The design team does not anticipate a post-occupancy phase of this project, but can provide services post-occupancy as an additional service.
9. 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 continued trust in our team. We are dedicated to supporting the Kenton County Fiscal Court and we are confident that together we will make this outstanding project a reality.

In order to meet the deliverables and schedule listed in this proposal, we request that a Notice To Proceed is given within 30 days of receipt of this proposal. The Architect reserves the right to modify the proposal if there are delays.

Our form of agreement will be the amended AIA B133-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. If this proposed scope and compensation are acceptable, this letter will serve as a temporary notice to proceed 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

Kenton County Fiscal Court

Nick Hendrix
Project Executive

Kris Knochelmann
Judge/ Executive

Dave Stills
Owner/Senior Engineer

Attachments:

Exhibit A - Kenton County Government Center Parking Structure & Site Modifications Final Report

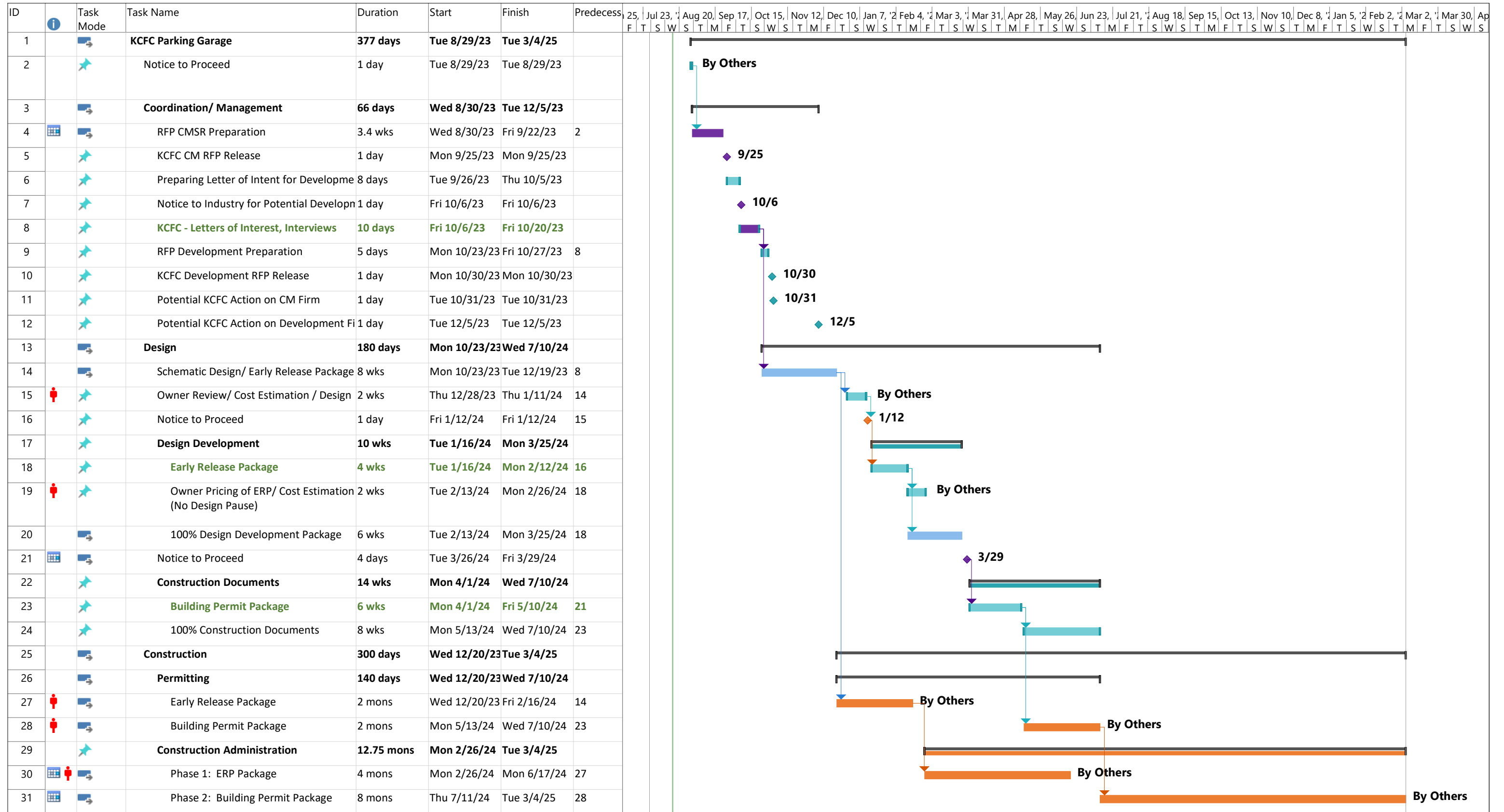
Exhibit B - Schedule

Exhibit C - Hourly Rates

Exhibit D - Design Fees

Cc: Amy Hardin, File

Exhibit B



Project: ConstellationSchedule Date: Tue 8/15/23	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Exhibit D

DESIGN SERVICES								DESIGN TOTAL	CONSTRUCTION & INSPECTION SERVICES			C&I TOTAL	CONTRACT TOTAL
	ARCH/ID	MEPPF	STRUCT	CIVIL	LA	SECURITY	XDW		GEOTECH	INSPECTOR	TESTING SERVICES	TOTAL	TOTAL
PHASE 1: MGMT	\$62,500	\$0	\$0	\$6,500	\$0	\$0	\$0	\$69,000	\$37,900	\$0	\$7,780	\$45,680	\$114,680
PHASE 2: SD	\$88,900	\$29,000	\$32,000	\$20,500	\$11,610	\$3,200	\$9,200	\$194,410	\$0	\$0	\$0	\$0	\$194,410
PHASE 3: DD	\$102,500	\$43,500	\$48,000	\$35,800	\$13,555	\$4,800	\$14,200	\$262,355	\$0	\$0	\$0	\$0	\$262,355
PHASE 4: CD	\$155,950	\$58,000	\$64,000	\$36,000	\$17,015	\$6,400	\$19,100	\$356,465	\$0	\$0	\$0	\$0	\$356,465
PHASE 5A: CCA	\$39,400	\$0	\$6,400	\$6,200	\$8,220	\$0	\$0	\$60,220	\$0	\$0	\$19,579	\$19,579	\$79,799
PHASE 5B: CCA	\$131,500	\$14,500	\$9,600	\$0	\$0	\$1,600	\$9,500	\$166,700	\$0	\$90,000	\$153,922	\$243,922	\$410,622
TOTAL	\$580,750	\$145,000	\$160,000	\$105,000	\$50,400	\$16,000	\$52,000	\$1,109,150	\$37,900	\$90,000	\$181,281	\$309,181	\$1,418,331

REIMBURSABLEES													
	ARCH/ID	MEPPF	STRUCT	CIVIL	LA	SECURITY	XDW		GEOTECH	INSPECTOR	TESTING SERVICES		TOTAL
ALL PHASES	\$ 12,500	\$ 3,000	\$ 3,000	\$ 750	\$ 3,000	\$ 2,500	\$ 2,500			\$ 2,000			\$ 16,750