



# Bullitt County Public Schools

Highway 44 East  
Covington, Kentucky 40165 Fax: 502-543-3608

Phone: 502-869-8000

[www.bullittschools.org](http://www.bullittschools.org)

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## Memo

To: Jesse Bacon, Superintendent

From: Tony Roth, Interim Director of Facilities **Tony**

Date: October 13, 2021

Re: Request to Build Outdoor Restrooms at North Bullitt Athletic Fields

The request is to begin the process of building outdoor restrooms at the North Bullitt High School Athletic Fields. This is a booster club project that the district will cooperate with in creating facilities that can be used at all outdoor athletic events. The district will ensure KDE guidelines and requirements are followed.



KEYES ARCHITECTS  
& ASSOCIATES, PLLC

September 22, 2021  
Email: d.hadley@hadleyenergysolutions.com

Hadley Energy Solutions  
Dalton Hadley  
2461 Chapeze Lane  
Shepherdsville, KY 40165

RE: Architectural Services for North Bullitt Restrooms

Dear Dalton Hadley,

Thank you for the opportunity to offer this proposal for Architectural/Engineering Services for North Bullitt Restrooms.

Per our conversations and meetings, we submit the following Proposal.

### **GENERAL DESCRIPTION OF PROJECT**

This project is for a new outdoor restroom facility for North Bullitt High School located at 3200 E. Hebron Lane, Shepherdsville, KY 40165.

If the school is able to provide a site plan, we will draft the new work on it.

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### **I. DETAILED SCOPE OF WORK**

#### **A. MEETINGS – Meetings will be held as follows:**

- a. All required meetings with consultants, contractors, and code officials, as needed to complete the project are included.

#### **B. CODE REVIEW – Local & State code review for items covered by this proposal to help avoid changes later is included. Please note that code review officials may change their code review at any time to include items required by the Building or Fire Codes whether permit has been issued or not.**

#### **C. SITE VERIFICATION – We will visit the site as needed to verify existing conditions before beginning work.**

#### **D. DESIGN – From the information provided by you and our site verification, we will furnish preliminary designs for your review. At this time you will be asked to approve one design or make changes to one. We will alter the design and resubmit it as many times as necessary until you are satisfied with the design. Once your approval is received, and further work has been started, any alterations requested by you may require additional fees or time for completion. We will not proceed with work we feel is extra without first having it approved by**

you. These additional charges will be invoiced at the standard rates listed in Section III F below.

- E. **PROJECT SCHEDULE** – We will be able to start this project upon written notification from you. It is impossible at this time however, to submit a more final schedule until more of the variables have been finalized, such things as our approval date, internal owner reviews and code review may alter the final project schedule. After the design is approved, we will establish a schedule for the balance of the project.
- F. **CONSTRUCTION BUDGET ESTIMATE** – A preliminary budget will not be furnished to help predict costs. We will work with you throughout the project to help predict and control costs.
- G. **CONSULTING ENGINEERS AND PROFESSIONALS** – At this time, we do not anticipate hiring any consulting engineers or professionals.

It is our understanding that the following disciplines are not part of this proposal: We will coordinate our work with these disciplines and supply electronic plans as needed. If paper copies of any plans are needed, they will be billed as below in Section III F.

- 1. Civil Engineer or Surveyor
- 2. Interior Design
- 3. Geotechnical or Environmental Analysis and Recommendations.

- H. **PROJECT DOCUMENTS** – We will furnish construction drawings and specifications as required for permits, and to form the basis for construction contracts. These will include the following:

- 1. Preliminary Site Plan
- 2. Foundation Plans & Details
- 3. Structural Plans & Details
- 4. Architectural Floor Plans
- 5. Exterior Elevations
- 6. Handicap Layout Plans & Details
- 7. Room Finish, Window, & Door Schedules
- 8. Wall Sections & Details
- 9. Miscellaneous Architectural Details
- 10. Plumbing Plans & Details
- 11. Electrical Plans & Details
- 12. Lighting Plans & Schedules
- 13. Equipment Plans & Schedules
- 14. Project Specifications
- 15. Building Envelope Energy Calculations

- I. **BIDDING** – We include answering questions about our work during bidding and helping the owner and construction manager select the subcontractors. It is my understanding that this project will be bid by the construction manager to various subcontractors.
- J. **CONSTRUCTION ADMINISTRATION** – State regulations require certain administration of construction contracts as follows, these are included in this proposal.

1. Conducting periodic site visits
  2. Reviewing shop drawings and reviewing other submittals required of the contractor by the terms of the construction contract documents
  3. Reporting to the owner any violations of applicable building codes and any substantial deviations from the contract documents that the architect observes
- or-
4. Reporting to the building official any violations of applicable building codes that the architect observes

To properly complete these items, we must be notified in advance of the construction and when specific work is to be performed on site. The items normally reviewed on site are the foundation/soil conditions, structural or framing conditions, mechanical/electrical/plumbing items that were covered under the contract and final punch list to verify completion.

Since the architects are often not advised of any schedule changes, we must insist that the owner and general contractor give the architect three days' notice before the required items above are to be inspected. If the architect shows up for inspections that are not ready or needlessly delayed by no fault of the architect, compensation may be requested per the hourly rates listed in Section III F, below.

- K. SHOP DRAWINGS** – Shop drawings of work designed or detailed by Keyes Architects & Associates, PLLC as part of this contract, or as required by state regulations listed above will be reviewed for compliance with design intent only. Compliance with all federal, state, and local code will still be the responsibility of the suppliers and installers. Other submittals, such as owner's equipment or items not under control of the contract, can be reviewed if requested, per the hourly rates listed in Section III F, below.
- L. ON SITE REVIEW AND REPORTS** – Since you have expressed an interest in controlling costs, Keyes Architects & Associates, PLLC is proposing limited review during construction. This includes answering questions about our work by telephone or email, and two site visits with reports during the construction. These visits are not to oversee construction but are only to help insure that the work is progressing as anticipated. Additional site visits may be made if requested per the hourly rates listed in Section III F, below.
- M. PAY REQUESTS AND PAY REQUEST INSPECTIONS** – Pay Requests & Inspections for draws (Pay Applications) are not part of this proposal, unless specifically listed herein. They may be added per the hourly rates listed in Section III F, below.
- N. PROJECT CLOSE OUT** – Keyes Architects & Associates, PLLC will perform a final inspection with the owner and contractor to prepare a punch list of items to be completed or corrected. The owner or the contractor can apply for a certificate of occupancy from the permitting agency at this time.

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## II. EXCLUSIONS

- A.** All permit; plan reviews and applications fees for any agencies are excluded.
- B.** Perform Special Inspection. This can be performed at our standard rates per Section III F below.

- C. Out-of-town travel, lodging and meals, if required, are to be reimbursed per Section III F, below. Out-of-town travel is defined as any travel more than 100 miles from our offices, unless specifically listed otherwise herein.
- D. Shipment of Construction Documents, shop drawings and samples are to be reimbursed per Section III F, below. The costs of printing the bid and construction documents are to be reimbursed per Section III F, below.
- E. All responsibility for design, detailing and construction of items not specifically listed in Part I are excluded.
- F. Keyes Architects & Associates, PLLC will not be responsible for unknown site objects, easements or other concealed conditions. Although we will do our best to discover or anticipate such items, we are only investigating obvious existing conditions as they may pertain to the new work.
- G. Keyes Architects & Associates, PLLC is not contracting any outside engineering services for environmental or geotechnical testing or analysis of any kind unless specifically listed herein. (Although we always recommend you hire an Environmental and Geotechnical Engineer for a building such as this.)

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### III. General Contract Conditions

- A. Keyes Architects & Associates, PLLC proposes to perform the above listed work as follows:

		<u>Initials</u>
Architectural Design & Detailing	\$2,300.00	_____
Mechanical/Electrical Design & Detailing	\$1,500.00	_____
Plumbing Design & Detailing	\$1,800.00	_____
Public Project Bidding (If Needed)	\$1,400.00	_____
Construction Administration (If Needed)	<u>\$1,000.00</u>	_____
<b>TOTAL</b>	<b>\$8,000.00</b>	

- B. This proposal includes all local travel, normal long distance telephone use and standard mailings. Local travel is any work performed within 100 miles of our offices, unless specifically listed otherwise herein.
- C. Keyes Architects will furnish one set of review documents at 50% and two sets of complete documents at 100% complete of each applicable phase of the project. Additional drawing sets can be purchased from our offices at the rates in Section III F below, or directly from a commercial printer from supplied PDFs.
- D. All other costs incurred including time, will be invoiced as a direct expense (with proper documentation).
- E. Invoices will be sent monthly as costs are incurred during this project. Payment is required within thirty (30) calendar days of each invoice date. All payments due after thirty (30) days will

incur a 5% interest penalty on the current balance owed and Keyes Architects & Associates, PLLC can elect to discontinue performance of this contract, place liens on any property and/or take any action required by law. Additionally, if this contract is breached, **Hadley Energy Solutions** agrees to pay all attorney fees and court costs incurred by Keyes Architects & Associates, PLLC regarding any breach.

**NO DRAWINGS WILL BE RELEASED FOR THIS PROJECT FOR FINAL PERMITTING OR CONSTRUCTION UNTIL ALL OUTSTANDING INVOICES ARE PAID.**

- F. Additional services not listed or changes to the drawings requested by the owner will be invoiced at the following rates:

Hourly Rates

Project Engineer	\$140.00/hr.	Project Coordinator	\$ 80.00/hr.
Principal Architect	\$140.00/hr.	Senior Technician	\$ 75.00/hr.
Project Architect	\$120.00/hr.	Drafting Technician	\$ 60.00/hr.
Senior Project Manager	\$100.00/hr.	Clerical/Secretarial	\$ 60.00/hr.
Project Manager	\$ 85.00/hr.		

Project related reimbursements:

Mileage	\$ 0.55/mile		
Project Document CDs	\$ 5.00/CD		
Project Documents (Thumb Drive)	\$15.00/16gb	—or—	\$25.00/32gb
Printed Documents (Large Format)	\$ 2.00/page		

**All other costs incurred will be invoiced as a direct expense (with proper documentation).**

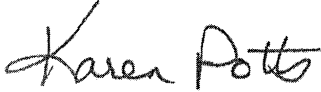
- G. This proposal will remain in effect for sixty (60) days from issuance, at which time an extension may be requested if needed.
- H. Notices. Any notices or demands to be given pursuant to this contract shall be given to Keyes Architects & Associates, PLLC at 4717 Preston Hwy., Louisville, Kentucky 40213 and notices to **Hadley Energy Solutions** shall be given at the following address at **2461 Chapeze Lane, Shepherdsville, KY 40165.**
- I. Entire Agreement. This contract comprises the entire agreement between the parties, and any agreement to hereafter change, amend, or modify this contract shall be invalid unless the same is in writing and executed by both parties to this contract.
- J. Severability of Provisions. In the event any court or administrative body having competent jurisdiction declares any provision or portion of any provision of this contract unenforceable or invalid, the remaining provisions of this contract shall be deemed enforceable and shall remain in full force and effect.
- K. To give you the best possible fee, as you requested, Keyes Architects & Associates, PLLC is proposing some limits to Architectural services as they may be normally defined. For this

reason, we also will limit monetary liability for architectural errors or omissions to the actual amount of our fee.

Thank you again for the opportunity to work with you on this project. All ideas and documents produced shall remain the property of the architect until fully paid. The work produced is for the specific project listed above and may not be used on subsequent projects without written permission.

If we have not understood the scope of work properly or this proposal is not in a format acceptable by you, please let me know as soon as possible. If you have any questions on any of the above, please call at any time. To have Keyes Architects & Associates, PLLC begin work on this project, please sign below, keep a copy for your files, and return this original to our office.

Sincerely,



Karen Potts  
Project Manager  
Keyes Architects & Associates, PLLC

Proposal Accepted By: \_\_\_\_\_  
(Printed Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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