

February 28, 2024



Hon. Kevin Spraggs, Judge/Executive
Marshall County Courthouse
1101 Main Street
Benton, Kentucky 42025

Re: Courthouse Roofing & HVAC Replacement
Marshall County Courthouse
1101 Main Street
Benton, Kentucky
PFGW File No. 2419

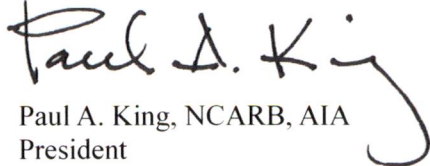
Dear Judge/Executive Spraggs,

Please find attached a proposed Owner/Architect agreement for the reference project. We are excited to offer an agreement to the Marshall County Fiscal Court for the considered roofing and HVAC equipment replacement work. We have considerable experience with this type of project for various other government entities and along with Marcum Engineering feel well-suited for this project.

As we discussed, it makes logical sense to integrate the two trades into a single package for pricing and construction. In this instance, we feel that the roofing contractor is appropriate to plan and implement a construction schedule that allows for removal and replacement of the existing rooftop HVAC units in conjunction with removal and replacement of the roofing membrane. A coordinated approach should lead to a reduced construction period and water-tight installation with the single-source responsibility of one construction contract.

I appreciate the opportunity to provide services to your office and the Fiscal Court. I apologize for not being able to be present for the Fiscal Court Meeting on Friday, March 1st due to a family visit. In my absence, we have prepared an itemized listing of anticipated work activities for the project. Should you or any member of the Fiscal Court have any questions, please call or contact me at your earliest convenience.

Sincerely,
Peck Flannery Gream Warren Inc.


Paul A. King, NCARB, AIA
President

attachments



Anticipated Architect/Engineer Work Activities

1) Schematic Phase

- a) Obtain all relevant roofing and building information.
- b) Copies of existing plans.
- c) Site visit and measurements.
- d) Consultation with local roofing company and local mechanical contractor.
- e) Prepare an as-built roof plan and section drawings to document existing conditions.

2) Design Phase

- a) Preliminary drawings and specifications.
- b) Calculate estimated cost of construction work.

3) Construction Documents Phase

- a) Establish dates for Project Advertisement, Pre-Bid Meeting, and Bid Meeting.
- b) Submit project advertisement to local newspaper per procurement requirements.
- c) Submit bidding package to authorities for construction permitting.
- d) Coordinate site visits and/or Pre-Bid Meeting.
- e) Develop and issue Bidding/Construction Drawings.
 - Existing Roof Plan/Demolition Plan
 - Proposed Roofing Plan and Notes
 - Proposed Roofing Details
 - Proposed Mechanical/Electrical Roof Plan
 - Proposed Mechanical/Electrical Schedules and Notes
- f) Develop and issue Project Manual.
 - Bidding Requirements
 - General Requirements
 - Technical Specifications
- g) Develop and issue Bidding Addendum.
- h) Conduct Bid Meeting.
- i) Review of bid proposals for recommendation to Fiscal Court.

4) Contract Administration Phase

- a) Provide contract agreement for Owner and Contractor.
- b) Conduct Pre-Construction Meeting.
- c) Review shop drawing submittals.
- d) Review payment applications and assist with Direct Purchase Orders.
- e) Observe construction progress and provide progress reports.
- f) Conduct Construction Progress Meetings and meeting reports.
- g) Assist with project closeout and final documentation.



AIA[®] Document B105[®] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty ninth day of February in the year two thousand twenty four.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Marshall County Fiscal Court
1101 Main Street
Benton, KY 42025

and the Architect:

(Name, legal status, address and other information)

Peck Flannery Gream Warren Inc.
101 South 4th Street
Paducah, KY 42001

for the following Project:

(Name, location and detailed description)

Courthouse Roofing/HVAC Replacement
Marshall County Courthouse
1101 Main Street
Benton, KY 42025

Replacement of Roof and HVAC at the Marshall County Courthouse

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

PFGW Architects - Architectural Design and Specification
Marcum Engineering – Mechanical / Electrical Design and Specification

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation shall be based on seven percent (7%) of the total Cost of Construction.

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of five percent (5 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twenty (24) months of the date of this Agreement through no fault of the Architect.

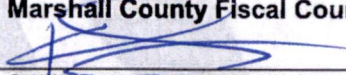
ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

PFGW Architects Certificate of Insurance
PFGW Architects Billing Rate Schedule


This Agreement entered into as of the day and year first written above.

Marshall County Fiscal Court


OWNER (Signature)

Kevin Spraggs, Judge Executive
(Printed name and title)

Peck Elannery Gream Warren Inc.


ARCHITECT (Signature)

Paul A. King, NCARB, AIA / President
(Printed name, title, and license number, if required)



BILLING RATE SCHEDULE

JANUARY 2024

HOURLY RATES as follows include overhead on direct labor, general and administrative costs, and profit.

PRINCIPAL	\$ 175.00
PROJECT MANAGER	\$ 160.00
JR. PROJECT MANAGER	\$ 140.00
SR. ARCHITECT / REG. ENGINEER	\$ 140.00
JR. ARCHITECT / JR. ENGINEER	\$ 125.00
SR. CAD OPERATOR	\$ 120.00
JR. CAD OPERATOR	\$ 100.00
CONSTRUCTION ADMINISTRATION	\$ 110.00
PROFESSIONAL CONSULTANTS	1.25 x INVOICE
SUPPORT PERSONNEL	3.75 x DPE
TRAVEL RATE	\$.55 / MILE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peel & Holland, Inc. P.O. Box 427 1120 Main Stret Benton KY 42025-0427		CONTACT NAME: Takaylia Stobaugh PHONE (A/C, No, Ext): 270-527-8621 E-MAIL ADDRESS: tstobaugh@peelholland.com FAX (A/C, No): 270-527-3847		
INSURED Peck Flannery Gream Warren, Inc. 101 South 4th St Paducah KY 42001		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : CINCINNATI INS CO		10677
		INSURER B : Continental Casualty Company		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1050213105

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ECP0288555	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ECP0288555	12/8/2023	12/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ECP0288555	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			AEH004315520	11/25/2023	11/25/2024	Occurrence 1,000,000 Aggregate 2,000,000 Deductible 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Marshall County Fiscal Court
1101 Main Street
Benton KY 42025
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE