



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #1-2023 Design Services for Government Center Annex & Police Headquarters Roof Replacement** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 1, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

A pre-proposal conference will be held January 18, 2023, 2:00 pm, beginning at 150 E Main St, Lexington, KY.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 30

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$1 million per occurrence
Professional Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.

- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704



LEXINGTON

REQUEST FOR PROPOSALS

FOR:

**Design Services for Government
Center Annex &
Police Headquarters Roof Replacement**

RFP # 01-2023

Department of General Services

Division of Facilities & Fleet Management

Project Management Group

January 2023

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1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from Architectural/Engineering consultants who are expertly qualified in the performance of professional design services relating to roof replacements and restorations.

The purpose of these services is for the roof replacement of the Government Center Annex (Fayette County Clerk's Office), and the adjacent Police Headquarters. The two facilities are located side-by-side with only the Helix Parking Garage separating the two facilities (Refer to Attachment D for aerial photos). The Government Center Annex roof is approximately 9,126 GSF. The Police Headquarters roof is approximately 15,042 GSF. The Police Headquarters has an area of approximately 900 SF of roofing that was replaced in 2021 and is still under warranty (See Attachment G). Other than the 900 SF (+/-) at Police Headquarters, all other roof areas are to be replaced. The roofs at each facility are beyond their lifecycle, and each facility has had reported leaks that have been repaired as they occurred. The two facilities have been combined as one project due to their proximity to each other, and similar project scope.

Government Center Annex is located at: 162 E. Main Street, Lexington, KY 40507

Police Headquarters is located at: 150 E. Main Street, Lexington, KY 40507

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

1.1 - PROJECT NARRATIVE & REQUIREMENTS

The Government Center Annex (Fayette County Clerk's Office) is approximately 15,042 GSF and is located at 162 E. Main Street, Lexington, KY 40507 adjacent to the east side of the Helix Parking Garage. Currently there does not appear to be adequate slope to the existing drains which has caused some degree of ponding. The main roof system is over a concrete deck with about 1.5" (+/-) of perlite insulation. The adjacency to the parking structure, mechanical penthouse, and low parapets create some challenges in providing the proper insulation and slope to drain. There are also 3 condensing units on the roof that are in the process of being replaced in a separate HVAC project. During the replacement of the condensing units within the separate HVAC project, the equipment curbs will be raised to allow for adequate tapered insulation to achieve proper drainage. The goal is to have new roofing and flashing in place at the equipment curbs to allow for a proper tie in to the new roof system as designed per this project. The Government Center Annex is surrounded by either streets or the parking garage on all sides. Staging and tear off may present some challenges during the construction phase. A complete roof replacement is anticipated for the project, but the design consultant shall be responsible for verifying the site conditions, and making recommendations to the Owner based on a provided construction budget by the Owner.

The Police Headquarters roof is approximately 15,042 GSF and is located at 150 E. Main Street, Lexington, KY 40507 adjacent to the west side of the Helix Parking Garage. The Police Headquarters roof has an area of approximately 900 SF of roofing that was replaced with EPDM in 2021 and is still under warranty. The new roof system will need to tie into the new roof system (EPDM or other) without voiding the warranties. See Attachment G for warranty information. The Police Headquarters is surrounded by either streets or structures on all sides. Staging and tear off may present challenges during the construction phase. A complete roof replacement minus the currently replaced EPDM is anticipated for the project, but the design consultant shall be responsible for verifying the site conditions, and making recommendations to the Owner based on a provided construction budget by the Owner.

The two projects shall be designed and bid as one project, although the Owner reserves the right to bid separately, or to utilize alternates as necessary to align with the project budget. Roof access to the penthouses by permanently attached roof ladders shall also be included within the project scope. The project is primarily a roof replacement project, but will require additional architectural and/or structural services relating to modifications to the existing conditions (increase parapet height, modifications of metal panels at parking garage, modification of penthouse wall panel base, flashing, etc.) to allow for a proper new roof system with adequate slope to drain. All roof surfaces/ levels including penthouses and any other structures on both the Government Center Annex and Police Headquarters shall be included within the scope of services. The consultant shall be responsible for determine the actual roof square footage for each area.

This Request for Proposal includes all phases of design, and outlines each phase with minimum requirements and recommendations within two project stages. Stage 1: Design Stage, includes a schematic design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one year workmanship warranty provided by the contractor.

The consultant shall provide continual coordination with the Owner (LFUCG) and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. The consultant shall prepare alternates at the Owner's request, or as recommended by the consultant and approved by the Owner. Alternates may include, but are not limited to, roof systems/types, access ladders, coping systems, etc.

LFUCG will provide a PDF copy of the separate HVAC project upon request for reference only. LFUCG will also provide any available CAD drawings of the facilities upon request of the successful consultant at award of the projects. Available CAD drawings are typically limited to basic floor plans. The successful consultant shall be responsible for varying all information and providing all drawings/ documents necessary to complete the project. LFUCG shall not be responsible or liable for any missing or inaccurate information contained in any shared files or drawings. See Attachments E & F for Infrared Roof Scan Reports conducted in July 2019, and again in September 2022.

1.2 - SCOPE OF BASIC SERVICES

General Requirements:

- a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (3) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half size sets of drawings as a portion of the required amount of hard copy sets per each submission.
- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review

meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to design schedule (Attachment C).

- e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
- f. **Authorization to Proceed** – Where multiple phases of work are outlined, the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner’s budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant’s risk and will be a voluntary contribution to the project.

1.3 - STAGE 1: Design Stage

The design stage of the project shall include all phases of design: Schematic Design, Design Development, Construction Documents, and Bidding. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner’s comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. The consultant shall be responsible for communicating the complete design intent. The scope of this project will include full professional services for the full project intent.

1.3a - Schematic Design Phase

The Schematic Design Phase shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. The Schematic Design Phase shall include but not be limited to:

- Preliminary Estimate of Probable Construction Cost.
- Value Engineering Options.
- Schematic Design Narrative & Documentation outlining the existing conditions and recommendations.
- Schematic Design Drawings: Show overall project intent.

1.3b - Design Development Phase

The Design Development Phase shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems, and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach shall be fully communicated within the Design Development Submission. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. The Design Development Phase shall include but not be limited to:

- Estimate of Probable Construction Cost.
- Value Engineering Options.
- Outline Specification.
- Design Development Drawings: Show overall project intent & approach with. Show all major

components, materials, and configurations. Complete basic notation.

1.3c - Construction Document Phase

The Construction Document Phase shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved alternates. Drawings and specification shall be coordinated by the design consultant for quality and completeness. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Central Purchasing. LFUCG Front End Documents, Parts I through VIII will be completed by Central Purchasing with assistance from the design consultant, and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII- Addenda. Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Consultants shall be responsible for the complete Project Manual, and shall include a full table of contents. The Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number. The Cover Sheet for Drawings shall include project name, project address, date of submission, drawing index with sheet names and numbers, list of abbreviations, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and bid number as issued by LFUCG. The completed construction documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. The Construction Document Phase shall include but not be limited to:

- Independent Third Party Estimate.
- Value Engineering Options.
- Project Manual
- Construction Document Drawings: Show the complete project scope in full detail.

1.3d – Design Deliverables

Deliverables for Each Design Phase: (Schematic Design, Design Development, & Construction Documents).

(2) Full-size hardcopy sets, (1) Half-size hardcopy set, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise.

Consultants are required to present the submission in person at an Owner’s review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing additional review items and comments within (5) business days.

At the Schematic Design, and Design Development Phase, the consultant shall incorporate all applicable review comments, and submit (2) Full-size hardcopy sets, (1) Half-size hardcopy set, and (1) digital set of all submission items for a 100% submission of the phase.

At the Construction Document Phase, the consultant shall incorporate all applicable review comments and coordinate with the LFUCG Project Manager & LFUCG Division of Central Purchasing for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit (3) Full-size hardcopy sets, (1)

Half-size set, and one digital set of all submission items for the Final Construction Document Submission.

The Consultant shall not proceed with a next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence from one phase to the next will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

1.3e - Bid Phase

The Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Central Purchasing during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions from bidders, and addenda. The Consultant shall be responsible for attending the Pre-Bid Conference, and providing a verbal summary of the scope of work. The Pre-Bid Conference will be conducted by the Division of Central Purchasing. The Bid Opening will also be conducted through the Division of Central Purchasing. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids, and providing a written recommendation to the LFUCG Project Manager.

1.4 - STAGE 2: Construction Administration Stage

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has released the written Notice to Proceed (NTP) to the contractor. Duration of construction administration services will be based on both construction contract time, completion of the original project scope, and Owner's approval of all deliverables. The Consultant shall forward all review items to the LFUCG Project Manager, and provide continuous updates and coordination. The consultant shall inform and coordinate all site visits and construction administration related meetings with the LFUCG Project Manager. The LFUCG Project Manager will be the primary contact for the Owner. All written recommendations and reports throughout the construction phase shall appear on the Consultant's company letterhead. All Owner approvals shall be made in writing.

1.4a - Construction Administration Phase

Construction Administration shall be provided throughout the Construction Stage in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. A construction administrator who is different from the prime design consultant may be utilized throughout the construction administration phase, but the prime design consultant shall attend at least one progress meeting per month upon request by the Owner. The prime design consultant shall also attend special meetings onsite to review design or construction issues at the Owner's request. LFUCG Project Manager shall be included on all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

Meetings (Pre-Construction & Progress Meetings):

Prepare agendas, lead meetings, and distribute meeting minutes. Progress meeting shall be scheduled bi-weekly (every two weeks).

Reviews:

Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Close Out Documents, and all other correspondence. Review of O&M

Manuals shall include verification of all warranties, approved shop drawings, close out documents, all product maintenance requirements, etc. All warranties shall have the proper contact information, and shall be current (not a draft or an example warranty). LFUCG shall be the beneficiary of all warranties. All Owner approvals shall be made in writing.

Logs:

Maintain Submittal Logs, RFI Log, ASI, Log, Proposal Log, Change Order Log, etc. At a minimum, all logs shall contain numbered items, item names, relevant dates, item summary, item action, and current status.

Correspondence/ Reports:

Consultants shall document and keep a record of all project correspondence. Clarifications to the construction documents initiated by the Contractor shall be through a Request for Information (RFI). Clarifications initiated by the consultant shall be through Architectural Supplemental Instructions (ASI). Clarifications made by RFI or ASI shall not change the contract time, or the contract amount. Field Observations shall be made at each Progress Meeting, and Field Observation Reports shall be provided with Progress Meeting Minutes. Work Changes Proposal Request (WCPR) will be used for proposal request with Owner Approval. Written Recommendations from the consultant shall be required for all proposed Change Orders. The consultant shall consistently update the Owner, and inform the Owner of any deviations from the construction documents, potential time delays, or construction issues.

Inspections:

Consultant shall inspect the full scope of work to determine Substantial Completion. The consultant shall conduct a second inspection of the full scope of work to determine Final Completion after all Punch List items have been corrected. Consultants shall provide both a Punch List, and a Back-Punch List containing completion dates for each punch-item. A Certificate of Substantial Completion shall be issued to both the Owner and Contractor.

Supplemental Drawings:

Supplemental drawings shall be required to clearly communicate the full scope of work when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

Record Drawings:

Consultant shall collect the Contractor's marked-up drawings (As Built Drawings), and digitally update the construction documents for Record Documents to be submitted to the Owner in both hardcopy and digital formats (PDF, and DWG).

Close Out:

Consultant shall generate a Project Close Out Checklist containing all close out items as listed in the Contract Documents. This Checklist shall include dates for the following items: Issue of Certificate of Substantial Completion, List of Completed Inspections, Completion of Punch List Items, Final Release of Liens, Consent of Surety, Completed O&M Manuals, Completed Record Drawings, Completion of Back-Punch List, Review of Final Payment Application, Verification of Stock Items Transferred to Owner, and Confirmation of all Deliverables completed and submitted to the Owner.

1.4b - Construction Administration Deliverables:

- I. Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting, and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
- II. Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting.
- III. Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving contractor's proposal and back-up documentation.
- IV. Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
- V. Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-through to determine Substantial Completion.
- VI. Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
- VII. Consultant shall submit the Contractor's Original "As Build" Drawings to the Owner, and the following digital copies of the Record Documents: PDF file of all Drawings, PDF File of the Project Manual, CAD files of all drawings, DOCX files of the Project Manual.
- VIII. Consultant shall submit (1) digital copy of the completed Project Close Out List within (5) days after Final Completion.

1.4c - One Year Workmanship Warranty Period - Coordination Assistance

Warranty Coordination

Owner assistance, and coordination with the Contractor for correction of warranty items throughout the Contractor's One Year Workmanship Warranty Period.

11- Month Walk-Through

Consultant shall coordinate an 11-Month Walk-Through onsite with the Consultant, Owner, and Contractor. A list of warranty items to be corrected shall be submitted to all parties. The consultant shall follow-up with the completion of identified warranty items, and resubmit the list of warranty items to the Owner with completion dates.

1.4d - One Year Workmanship Warranty Period Deliverables:

- I. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items within (5) business days of the 11 Month Walk Through.
- II. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items with dates of correction for each item.

1.5 - SELECTION PROCESS

All responses to this RFP/Q meeting the submittal requirements will be evaluated by a review committee. Written proposals will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFP/Q.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFP/Q shall be borne solely by the consultant and at no cost to LFUCG.

1.5a - SCORING CRITERIA

	Total Points
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
Final Technical Score	100

1.6 - COMPENSATION

Refer to the Sample Contract (**Attachment B**) for complete compensation description.

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for a Government Center Annex & Police Headquarters
Roof Replacement
Request for Proposal # 01-2023
Form of Proposal

Consultant: _____

Address: _____

-

1. General:

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

- h. Summary of firm's recent (5 year) experience in similar/representative projects including
 - i. Physical project size
 - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
 - iii. Identification of any involved sub-consultants and/or joint-venture partners
 - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
 - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
 - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
 - ii. A title page
 - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
 - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines through the design process.
 - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)
 - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Design Stage (Total Services Below)

\$ _____

Schematic Design Phase:
(percentage of total services)

\$ _____
_____ %

Design Development Phase:
(percentage of total services)

\$ _____
_____ %

Construction Documents Phase:
(percentage of total services)

\$ _____
_____ %

Bid Phase:
(percentage of total services)

\$ _____
_____ %

Construction Administration Stage

\$ _____

(percentage of total services)

_____ %

Total Architectural/ Engineering Services

\$ _____

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

Title/Skill Level

Hourly Rate

_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance

through the Change Order process to the contract.

Signature

Name

Title

Date

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Government Center Annex & Police Headquarters - Roof Replacement** as contemplated in the **OWNER's** Request for Proposal No. #01-2023. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 01-2023.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 01-2023. (**Exhibit "A"**), and Consultant's Response dated February 01, 2023 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 01-2023. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 01-2023 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. See **Exhibit "A"** for the project timeline/schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under **DISPUTES**, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<u>Design Stage (Total Services Below)</u>	\$ _____
Schematic Design Phase: (percentage of total services)	\$ _____ _____ %
Design Development Phase: (percentage of total services)	\$ _____ _____ %
Construction Documents Phase: (percentage of total services)	\$ _____ _____ %
Bid Phase: (percentage of total services)	\$ _____ _____ %
<u>Construction Administration Stage</u>	\$ _____
(percentage of total services)	_____ %
<u>Total Architectural/ Engineering Services</u>	\$ _____

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer’s satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	_____ \$/HR
<u>Project Architect</u>	_____ \$/HR
<u>Project Manager</u>	_____ \$/HR
<u>Project Associate</u>	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER’s** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) 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, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT**

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

The **CONSULTANT** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 01-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CONSULTANT:

Attachment C - Project Schedule

Government Center Annex & Police Headquarters Roof Replacement

Task	Duration	Start	Finish
RFP	71 Days	1/4/2023	3/16/2023
Advertise RFP	28 Day	1/4/2023	2/1/2023
Pre-Proposal Meeting	1 Day	1/18/2023	1/18/2023
RFF - Responses Due	1 Day	2/1/2023	2/1/2023
RFP Evaluation and A/E Recommendation	7 Days	2/1/2023	2/8/2023
Approved in Legistar Date	1 Days	2/17/2023	2/17/2023
Council WS	1 Day	2/28/2023	2/28/2023
Council 1st Reading (DOUBLE READING)	1 Day	3/9/2023	3/9/2023
N.T.P. & P.O.	7 Days	3/9/2023	3/16/2023
Design	112 Days	3/16/2023	7/6/2023
Schematic Design Phase	26 Days	3/16/2023	4/11/2023
Schematic Design Due	1 Days	4/11/2023	4/11/2023
Owner Review & Comments	7 Days	4/11/2023	4/18/2023
Schematic Design Final Deliverables Due	7 Days	4/18/2023	4/25/2023
Design Development Phase	21 Days	4/25/2023	5/16/2023
Design Development Due	1 Days	5/16/2023	5/16/2023
Owner Review & Comments	7 Days	5/16/2023	5/23/2023
Final Design Development Deliverables Due	7 Days	5/23/2023	5/30/2023
Construction Document Phase	21 Days	5/30/2023	6/20/2023
Construction Document 98% Submission	1 Day	6/20/2023	6/20/2023
Owner Review & Comments	4 Days	6/23/2023	6/27/2023
Independence Day (4th of July)	1 Days	7/4/2023	7/4/2023
Owner's Construction Documents' Comments Incorporated	8 Days	6/27/2023	7/5/2023
100% Construction Documents Ready to Advertise Submission	1 Day	7/6/2023	7/6/2023
Advertisement & Award	63 Days	7/6/2023	9/7/2023
Compile Bid Documents	5 Days	7/6/2023	7/11/2023
Advertise for Bids	28 Days	7/11/2023	8/8/2023
Pre-Bid Meeting	1 Day	7/25/2023	7/25/2023
Bids Due	1 Day	8/8/2023	8/8/2023
Bid Review & Selection	3 Days	8/8/2023	8/11/2023
Approved in Legistar Date	1 Days	8/14/2022	8/14/2023
Council WS	1 Day	8/22/2023	8/22/2023
Council 1st Reading (DOUBLE READING)	1 Day	8/31/2023	8/31/2023
Construction Contract Execution/ P.O. (Anticipated)	7 Days	8/31/2023	9/7/2023
Anticipated Construction	261 Days	9/12/2023	5/30/2024
Pre-Construction Meeting (N.T.P.)	1 Day	9/12/2023	9/12/2023
Construction	230 Days	9/12/2023	4/29/2024
Substantial Completion	1 Day	4/30/2024	4/30/2024
Close Out	30 Days	4/30/2024	5/30/2024
Final Completion	1 Day	5/30/2024	5/30/2024

Attachment D Government Center Annex & Police HQ Aerial

Aerial 1 of 3

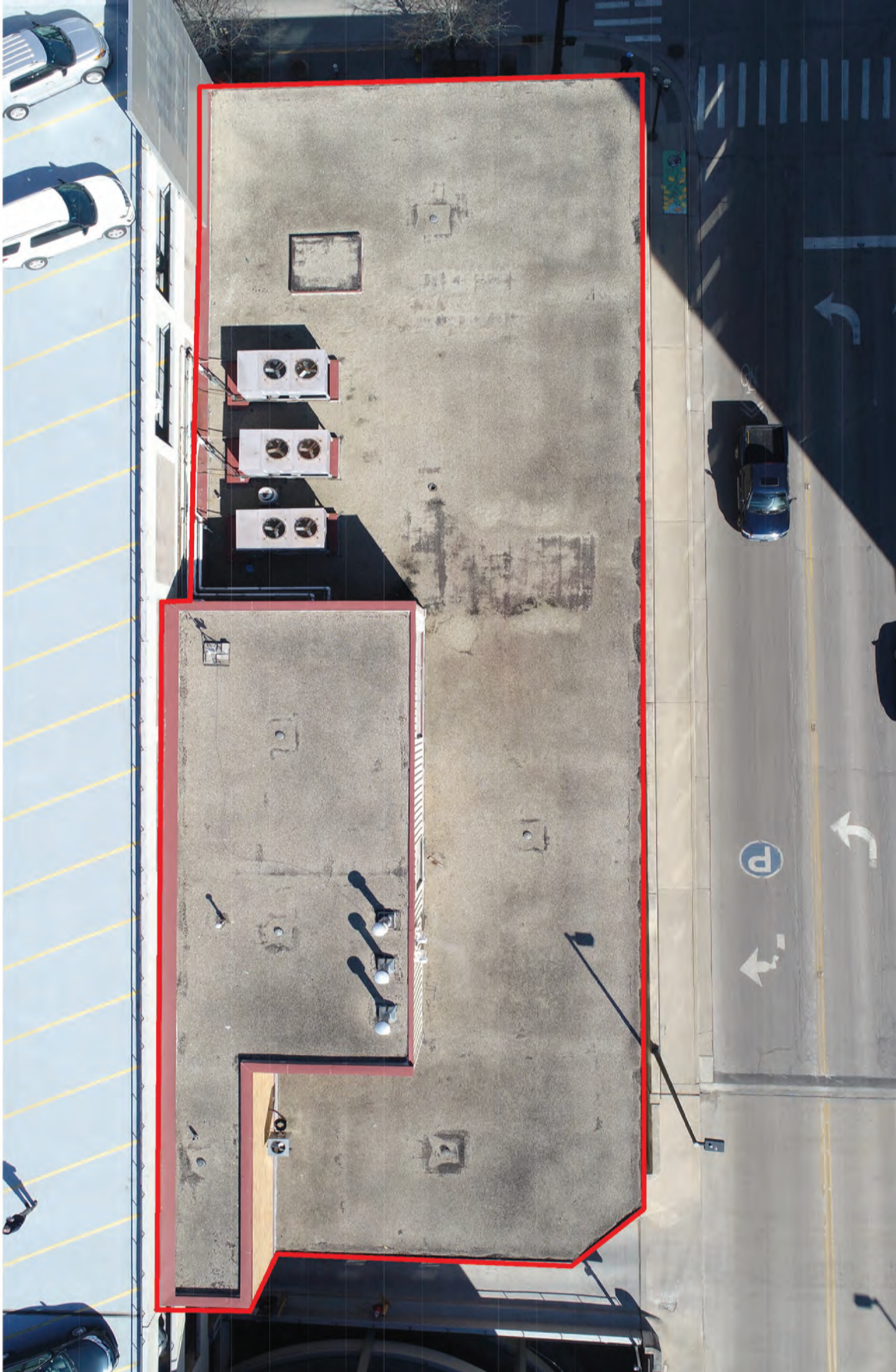


GC Annex

Helix Garage

Police HQ

Attachment D
Government Center Annex
Aerial 2 of 3



Attachment D
Police HQ Aerial
Aerial 3 of 3



Attachment E



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: July 9, 2019

PROJECT: Government Center Annex

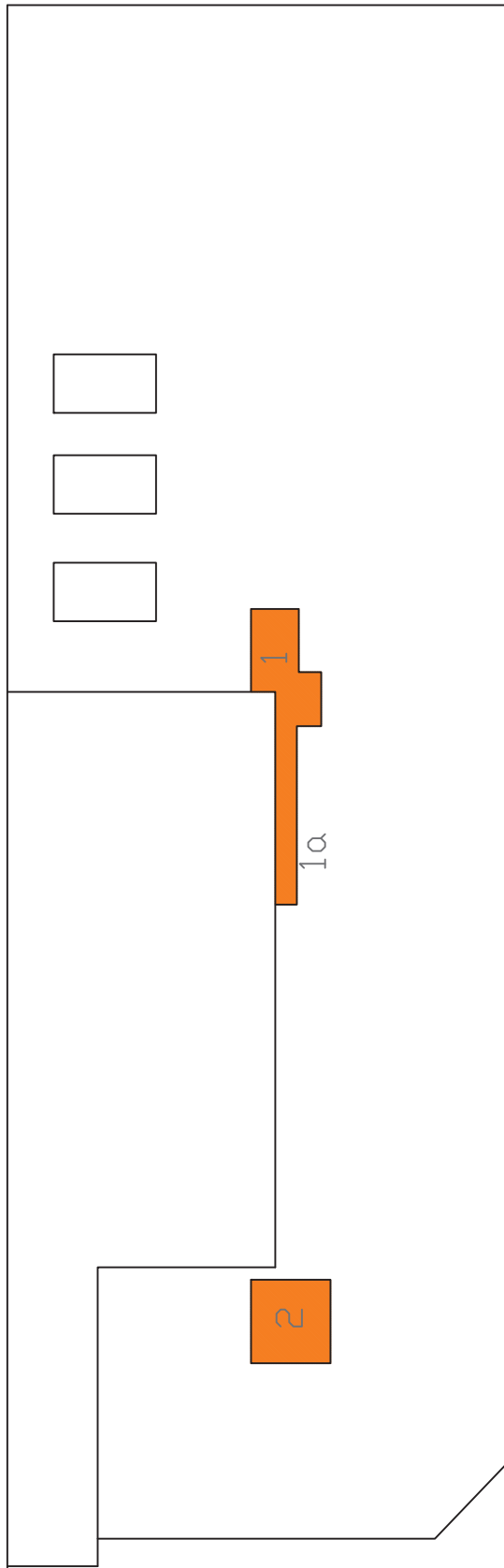
I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

A handwritten signature in black ink, appearing to read "Tom Martin".

Tom Martin

Infrared Consultant

SPECIAL NOTES



Wet Insulation

City of Lexington-Government Annex

162 E Main St
Lexington, KY 40507

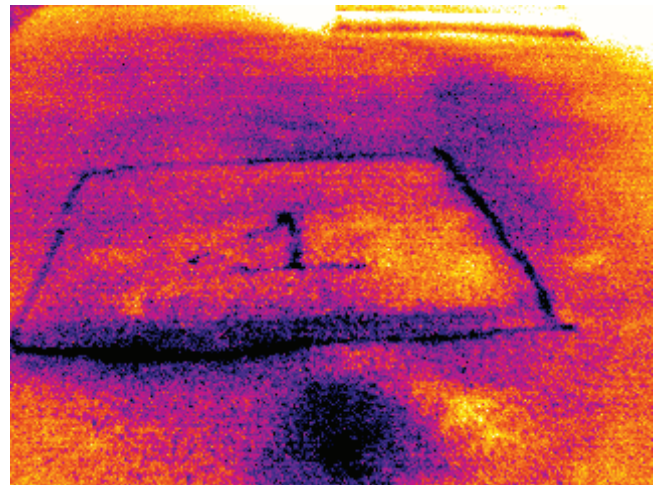
Date: 7/9/2019

PEMCO THERMAL, INC. - INFRARED CONSULTANTS
659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfpemco@aol.com

Scale
1" = 20'
(approx)



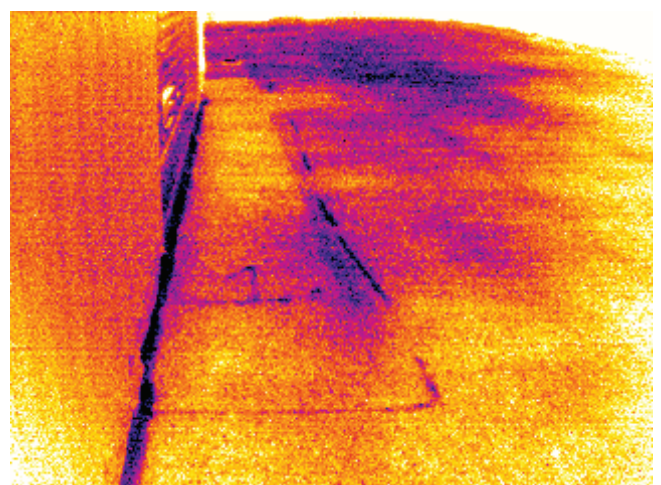
Visual image of area #1



Infrared view of area #1



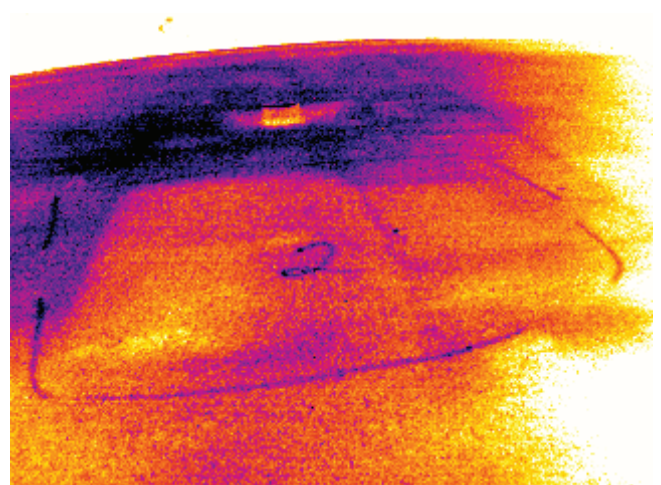
Visual image of area #1A



Infrared view of area #1A



Visual image of area #3



Infrared view of area #3



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: July 9, 2019

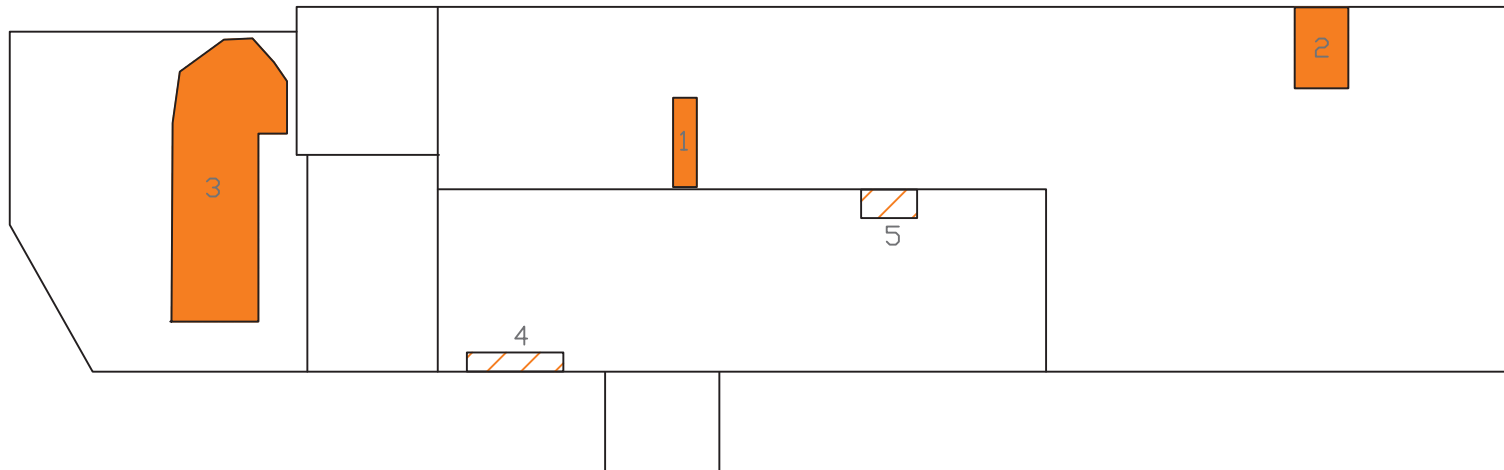
PROJECT: Downtown Police Station


I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

Tom Martin

Infrared Consultant

SPECIAL NOTES



-  Wet Insulation
-  Suspect Wet Insulation



City of Lexington-Downtown Police Station

200 E Main St
Lexington, KY 40507

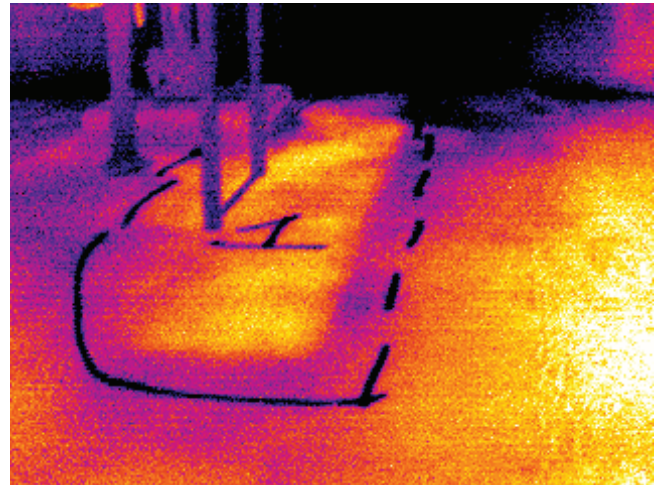
Date: 7/9/2019

PEMCo THERMAL, INC. • INFRARED CONSULTANTS
659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfmpemco@aol.com

Scale
1" = 30'
(approx)



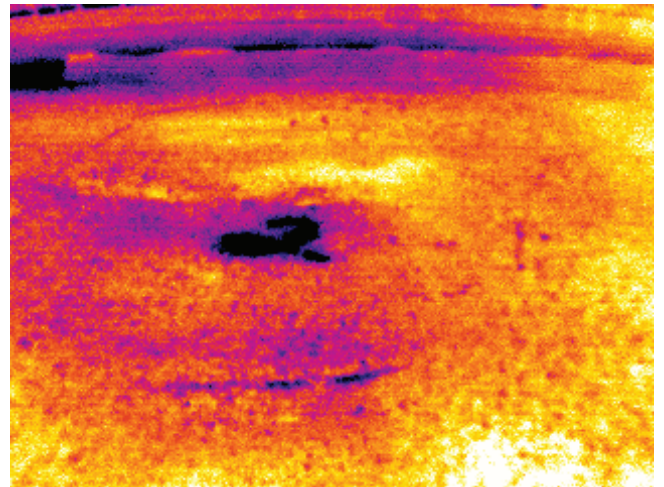
Visual image of area #1



Infrared view of area #1



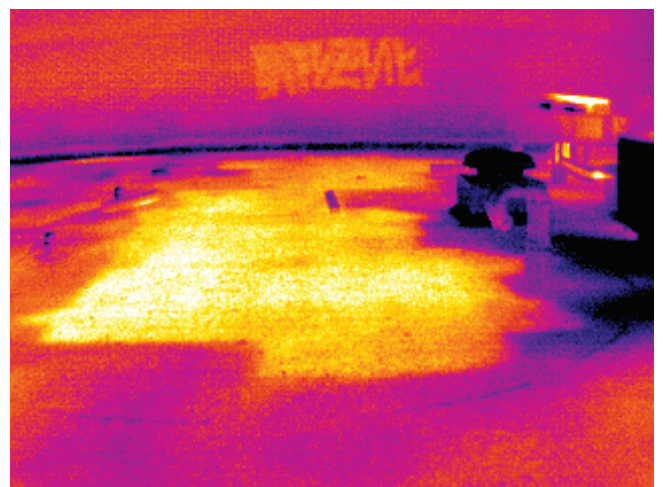
Visual image of area #2



Infrared view of area #2



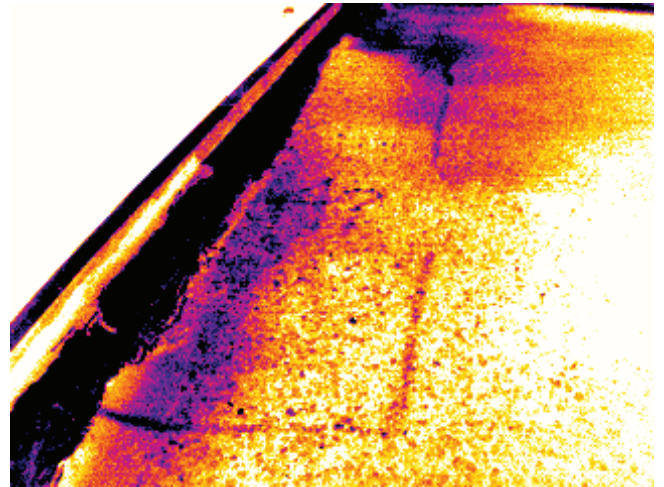
Visual image of area #3



Infrared view of area #3



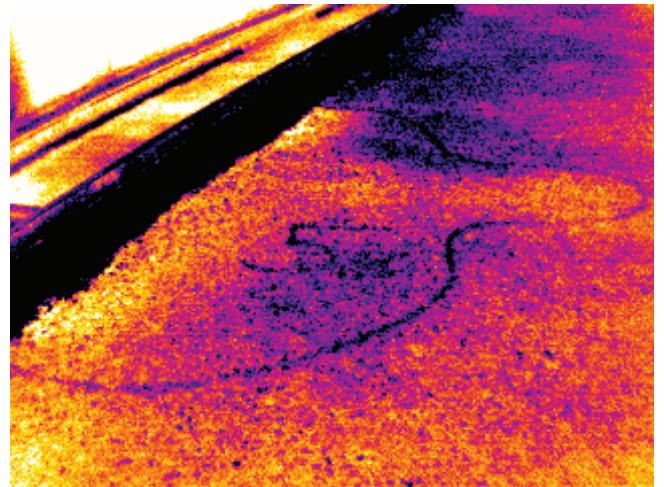
Visual image of area #4



Infrared view of area #4 (Suspect Wet Insulation)



Visual image of area #5



Infrared view of area #5 (Suspect Wet Insulation)

September 23, 2022

Mr. Chris Litton
Lexington-Fayette Urban County Government
200 East Main Street (4th Floor)
Lexington, KY 40507

SUBJECT: Thermographic Roof Survey of City of Lexington Buildings

Chris:

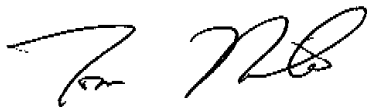
The enclosed report concludes the Thermographic Roof Survey as requested on the City of Lexington Downtown Arts center, Downtown Police Station, and Government Annex

The Infrared Survey was performed using an AGEMA 550 Thermovision System on the evening of September 21, 2019. The weather during the day was sunny with temperatures in the low 90's. The evening was clear with temperatures in the upper 70's.

There were numerous areas of wet insulation located during the survey. The perimeter of the wet areas are marked on the roof surface with green spray paint and numbered accordingly.

I want to take this opportunity to thank you for using us for this project and if you have any further questions, please feel free to call.

Cordially,
PEMCo Thermal, Inc.



Thomas Martin
President

THERMOGRAPHIC EXAMINATION

A. BACKGROUND

With the advent of thermography, roofs can be scanned with a highly sophisticated infrared camera to detect and accurately map subsurface moisture, thereby determining whether a portion or all of the roof requires replacement. Unlike other non-destructive techniques, thermal scanning assesses every square inch of roofing, including vertical flashings and around and under roof obstructions and equipment. This results in a comprehensive view of the roof's condition, with the possibility of errors virtually eliminated.

B. OBJECTIVE

The objective of this investigation is to identify the areas of subsurface moisture or where moisture has penetrated the membrane and deck structure. Those areas are to be documented with roof markings and correlated on a roof map with real-life and infrared photos.

C. TECHNICAL APPROACH

Due to the limited size of the roof, the thermographic survey was conducted by hand carrying the specialized equipment over the roof. Thermography or infrared scanning is based upon the ability of a specialized infrared camera to detect variations in temperature radiating from the roof surface and convert them into an electrical signal which is displayed instantaneously as a video image called a thermogram. This picture is displayed in a color tone similar to the image received on a color television set. The difference in tones, darker colors to lighter colors denotes variation in the roof's surface temperature of .02 C or more and is influenced by the moisture content of the insulation.

Under clear skies during the day, the roof acts as a large thermal collector, and can approach 160 F during the summer months. Any insulation laden with subsurface moisture absorbs this radiation and acts as a reservoir to regenerate the heating of the membrane after the solar effect has dissipated. The effect of wet and dry insulation on the surface temperature of the membrane is also a result of emissive cooling. This is heat loss from the roof as much as 15 C below ambient. In cooler weather, the introduction of moisture reduces the R-Value of the assembly, producing thermal bridges. These are localized warm zones which also produce lighter colored images on the thermograms.

When an abnormality on the thermogram appears, usually as a lighter colored area, it can be interpreted to be either wet or at one time wet and has lost some of its original quality of texture and strength. The outline of these areas is marked on the surface of the roof with spray paint: in some areas only a number is painted, as these areas had no definite pattern or the roof is completely wet.



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: September 21, 2022

PROJECT: Downtown Arts Center

I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

A handwritten signature in black ink, appearing to read "Tom Martin".

Tom Martin

Infrared Consultant

SPECIAL NOTES



 Wet Insulation



City of Lexington-Downtown Arts Center

PEMCo THERMAL, INC. • INFRARED CONSULTANTS

659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfmpemco@aol.com

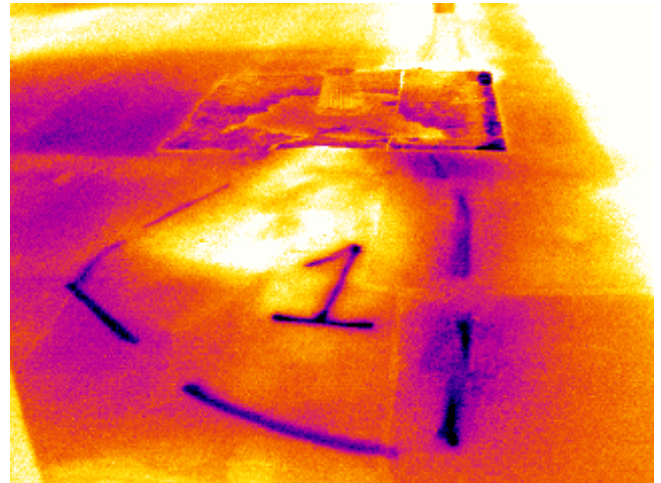
141 E Main St
Lexington, KY 40507

Date: 9/21/2022

Scale
1" = 20'
(approx)



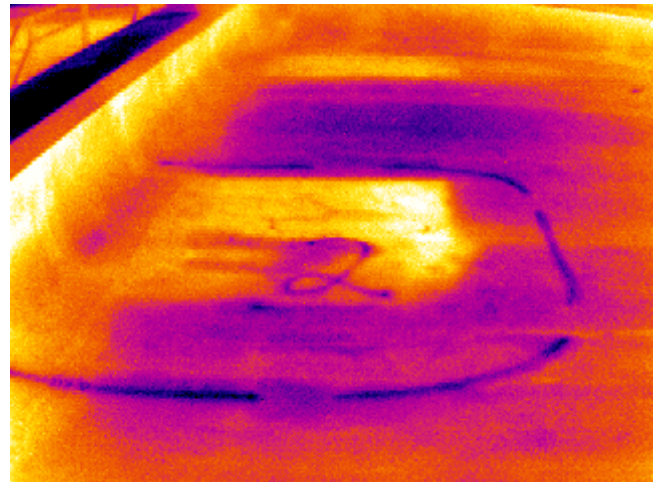
Visual image of area #1



Infrared view of area #1



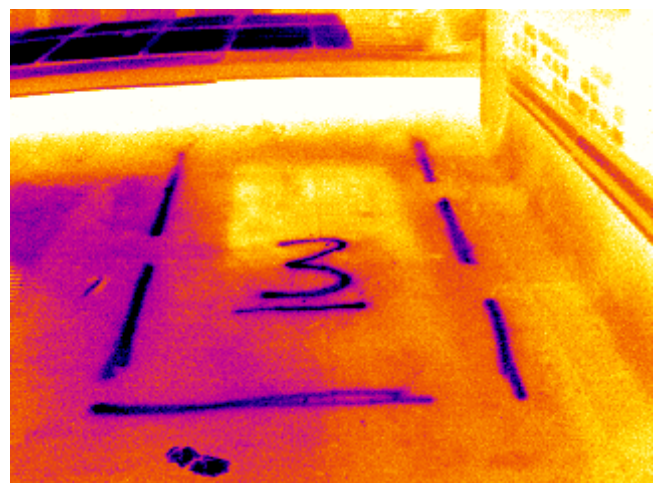
Visual image of area #2



Infrared view of area #2



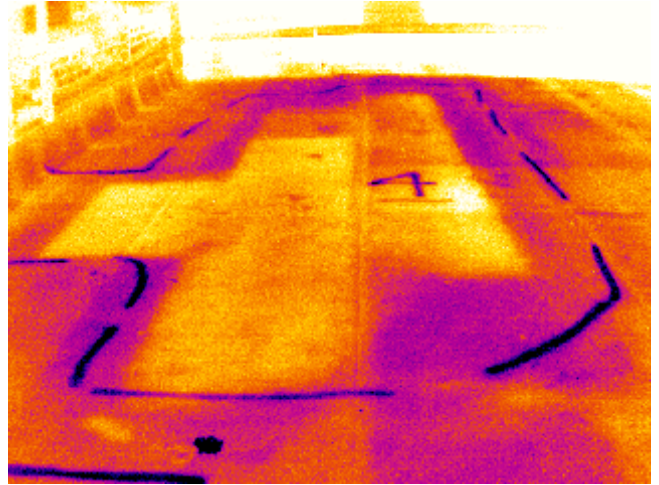
Visual image of area #3



Infrared view of area #3



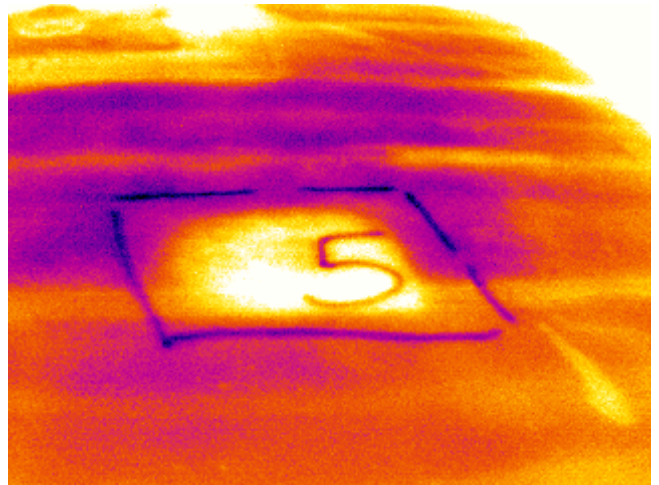
Visual image of area #4



Infrared view of area #4



Visual image of area #5



Infrared view of area #5



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: July 9, 2019

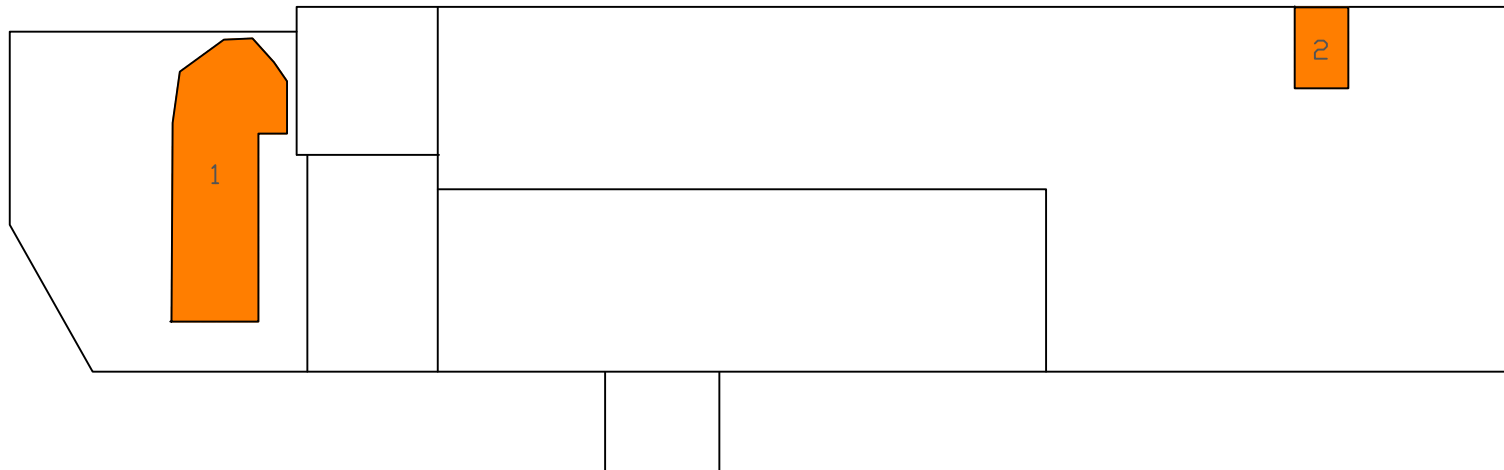
PROJECT: Downtown Police Station

I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

Tom Martin

Infrared Consultant

SPECIAL NOTES



■ Wet Insulation



City of Lexington-Downtown Police Station

200 E Main St
Lexington, KY 40507

Date: 9/21/2022

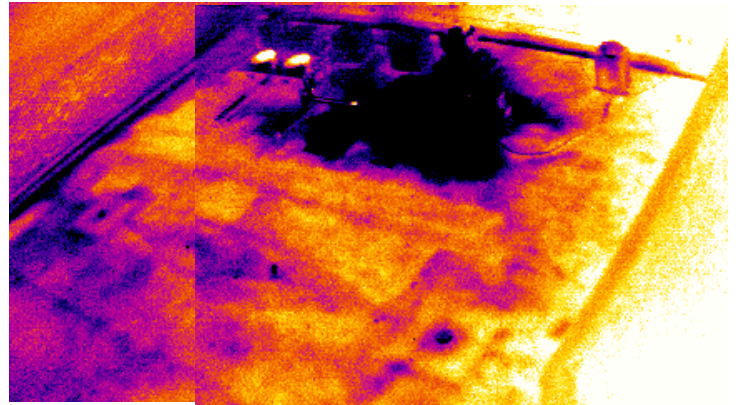
PEMCo THERMAL, INC. • INFRARED CONSULTANTS

659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfmpemco@aol.com

Scale
1" = 30'
(approx)



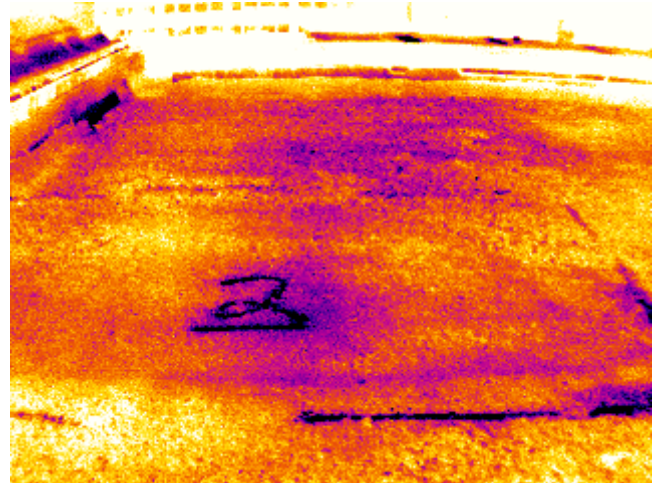
Visual image of area #1



Infrared view of area #1



Visual image of area #2



Infrared view of area #2



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: September 21, 2022

PROJECT: Government Center Annex

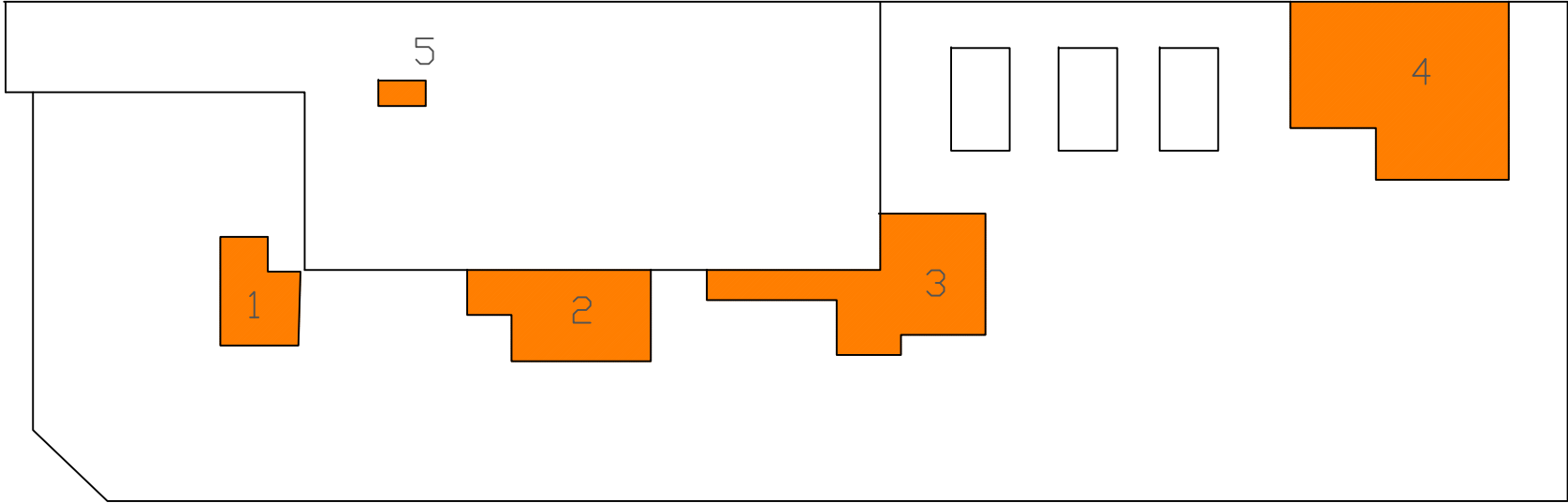
I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

A handwritten signature in black ink, appearing to read "Tom Martin".

Tom Martin

Infrared Consultant

SPECIAL NOTES



 Wet Insulation



City of Lexington-Government Annex

PEMCo THERMAL, INC. • INFRARED CONSULTANTS
 659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfmpemco@aol.com

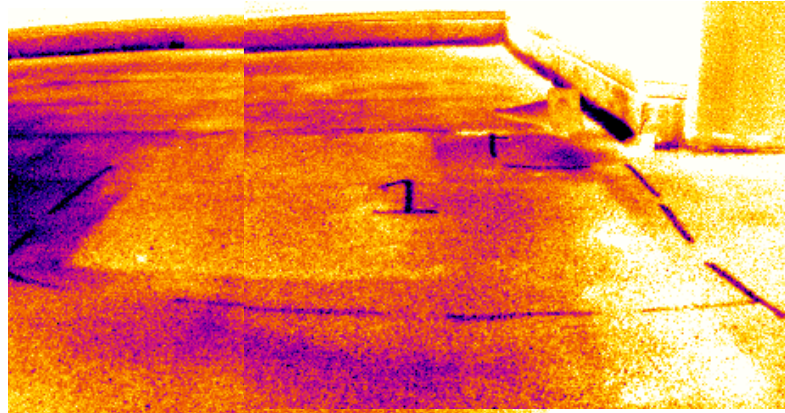
162 E Main St
 Lexington, KY 40507

Date: 9/21/2022

Scale
 1" = 20'
 (approx)



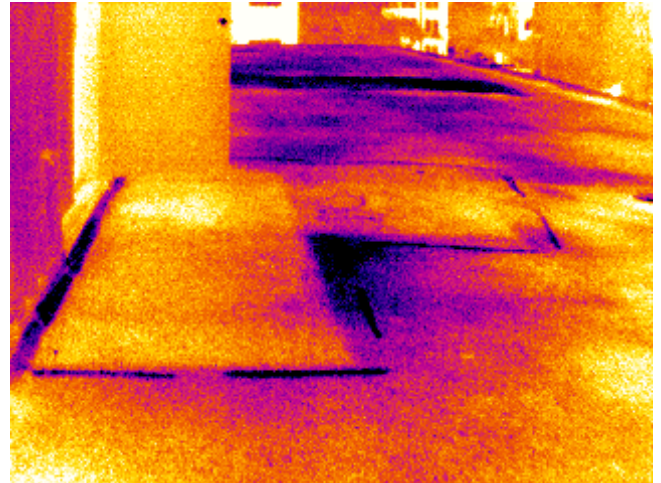
Visual image of area #1



Infrared view of area #1



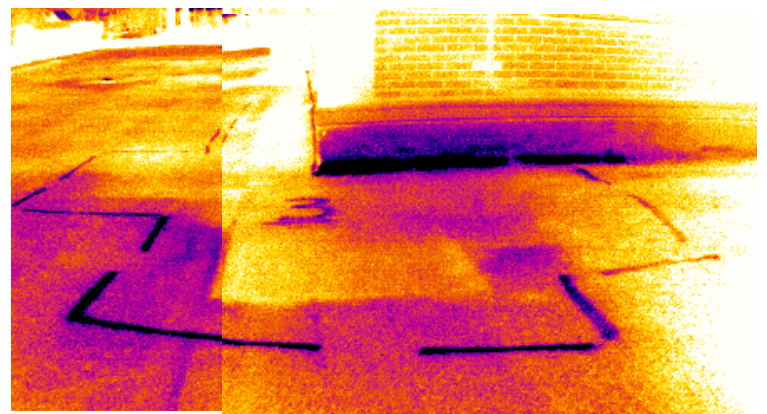
Visual image of area #1A



Infrared view of area #1A



Visual image of area #3



Infrared view of area #3



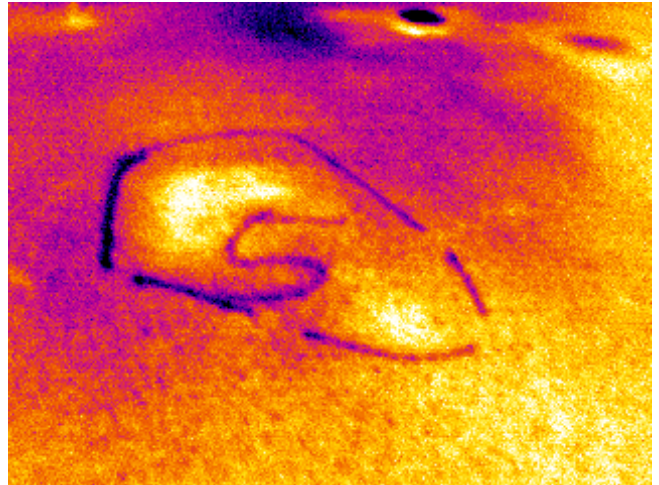
Visual image of area #



Infrared view of area #



Visual image of area #



Infrared view of area #



COMMERCIAL ROOFING WARRANTY

To: LFUCG

Term: 2 Years

Address: 200 E Main St
Lexington, KY 40507

Manufacturer: Firestone

Project: LFUCG Police Headquarters Cooling Tower
150 E Main St. Lexington, KY 40507

Date of Completion: 6/7/21

Date of Expiration: 6/7/23

The Bri-Den Co., Inc. (hereinafter "Bri-Den") hereby warrants, subject to the terms and conditions set forth herein, that for a period of two years from the date of completion, Bri-Den will, free of charge to the Owner, make repairs to leaks in the roofing and flashing installed by Bri-Den resulting from defects in workmanship applied by or through Bri-Den. Bri-Den shall, within the warranty period and during normal working hours, inspect and furnish the labor and materials to repair leaks covered under this Warranty at no cost to Owner.

This Warranty is made under and subject to the following terms and conditions:

1. In order for this Warranty to be effective, the Owner must first notify Bri-Den of any repairs required under this Warranty. Notice may be given orally, but in order to pursue any claim that Bri-Den has not honored this Warranty, notification of a leak must be given to Bri-Den in writing at the address shown below within five (5) days after a leak is experienced. Bri-Den shall make repairs as soon as practicable after notification.
2. This Warranty does not extend to conditions caused by, and Bri-Den shall not be responsible for, leaks caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including cracking, building movement, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such work was performed by Bri-Den; (5) service to or maintenance of any roof top equipment or traffic of any nature on the roof; (6) acts or omissions of other trades or contractors; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) damage due to coatings or materials or equipment installed on the roof; or (12) blockage of roof drains, gutters, downspouts or scuppers by debris or ice. If, during the term of this warranty, the subject property is exposed to tornadoes, hurricanes, or earthquakes, the warranty will be void and cancelled.
3. No work shall be done on said roof, including, but without limitation, openings made for flues, vents, drains, sign braces, railings, or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to the roof or flashings, unless Bri-Den shall first be notified and be given the opportunity, at the expense of the Owner, to make the necessary roofing application thereto. Failure to observe this condition shall render this Warranty null and void with respect to any area of the roof affected thereby.
4. Bri-Den is not liable in any respect for any damage to the Owner's building, or any components or contents thereof, mold, mildew or interruption of any business conducted in the building. Owner should inspect ceilings and overhangs periodically for signs of leakage.

The Bri-Den Co., Inc. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. This Warranty is intended solely for the benefit of the Owner named above and is not transferable or assignable by the Owner without the express written consent of Bri-Den.

Main Office:
P.O. Box 2125
Ashland, KY 41105
Phone: (606) 325-8639
Fax: (606) 329-8814

Branch Office:
110 Old Wallaceton Road
Berea, KY 40403
Phone: (859) 985-0049
Fax: (859) 985-0059



6. This Warranty shall not be effective unless Bri-Den receives full payment for installation, repairs, or service in connection with the roofing system covered by this Warranty. If Bri-Den is called upon to investigate a reported leak and the condition is determined not to be covered under this warranty, Owner will compensate Bri-Den for repairs, if any, and time expended by Bri-Den.

7. Bri-Den's obligation to make repairs to leaks resulting from a deficiency in workmanship during the term of this Warranty is its sole and exclusive obligation to Owner and Owner's exclusive remedy against Bri-Den. This Warranty is not a maintenance contract. Upon expiration of the Warranty, Bri-Den shall have no further obligation. Irrespective of the duration of this Warranty, the obligation of Bri-Den and surety pursuant to any bonds that may have been issued in connection with roof construction shall terminate no later than two years from the Date of Completion.

THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF THE BRI-DEN CO., INC. EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. Any claim alleging a breach of this Warranty against Bri-Den shall be resolved through arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or through such other neutral organization as the parties may agree and must be initiated no later than one year after the claim arose and in no event later than one year after expiration of this warranty.

The Bri-Den Co., Inc.

A handwritten signature in black ink, appearing to read "Brian Morrison", is written over a horizontal line.

Signed: _____

By: Brian Morrison

Date: 6/7/21

Main Office:
P.O. Box 2125
Ashland, KY 41105
Phone: (606) 325-8639
Fax: (606) 329-8814

Branch Office:
110 Old Wallacetown Road
Berea, KY 40403
Phone: (859) 985-0049
Fax: (859) 985-0059



FIRESTONE WARRANTY CONTRACT SUMMARY

Warranty No: 700406134
Project No: 3994701
Start Date: 06/07/2021

Building Identification: Police Headquarters
Building Address: 150 E Main St, Lexington, KY 40507-1318
Building Owner: LFUCG
Roofing Contractor: The Bri-Den Company Inc, 40000938

Police Headquarters Cooling Tower Roof

Firestone Red Shield - EPDM - 20 Year - 55 mph

Square Footage: 962

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.**

Page 1 of 3

1002.001.2015

Firestone
Firestone Building Products

FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS AND LIMITATIONS



Warranty No: 700406134
Project No: 3994701
Start Date: 06/07/2021

Building Identification: Police Headquarters
Building Address: 150 E Main St, Lexington, KY 40507-1318
Building Owner: LFUCG
Roofing Contractor: The Bri-Den Company Inc, 40000938

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at <http://firestonebpco.com/> in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone's published specifications, not completed by a Firestone licensed applicator, and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in coverage; Change in building use or purpose; Failure by the Firestone licensed applicator or any additional contractor or subcontractor to follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials; or Failure to correct all installation deficiencies listed in any Firestone inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone approval.

Access. During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

Disputes. Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty or relating to any material supplied or specifically required by Firestone shall be settled by mediation. The Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its rules on conflict of laws.

Severability. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.**

200 4th Avenue South, Nashville, TN 37201
1-800-428-4442
www.firestonebpco.com

Firestone
Firestone Building Products

FIRESTONE RED SHIELD ROOF SYSTEM LIMITED WARRANTY



Warranty No: 700406134
Project No: 3994701
Start Date: 06/07/2021

Building Identification: Police Headquarters
Building Address: 150 E Main St, Lexington, KY 40507-1318
Building Owner: LFUCG
Roofing Contractor: The Bri-Den Company Inc, 40000938

Police Headquarters Cooling Tower Roof

Firestone Red Shield - EPDM - 20 Year - 55 mph

Square Footage: 962

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, provide labor and material to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand material due to normal weathering or any manufacturing or workmanship defect in the System within the scope of this warranty during the period specified above.

TERMS, CONDITIONS AND LIMITATIONS

Products Covered. The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this warranty.

Notice. In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by:

Hail
Winds of peak gust speed at or in excess of 55 mph calculated at ten(10) meters above ground using available meteorological data: (All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements);

Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone.

Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or,
Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall obtain Firestone's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the Firestone roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Firestone is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain Firestone approval for a roof modification will result in invalidation of this warranty.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By: Michael Huber

Authorized
Signature:

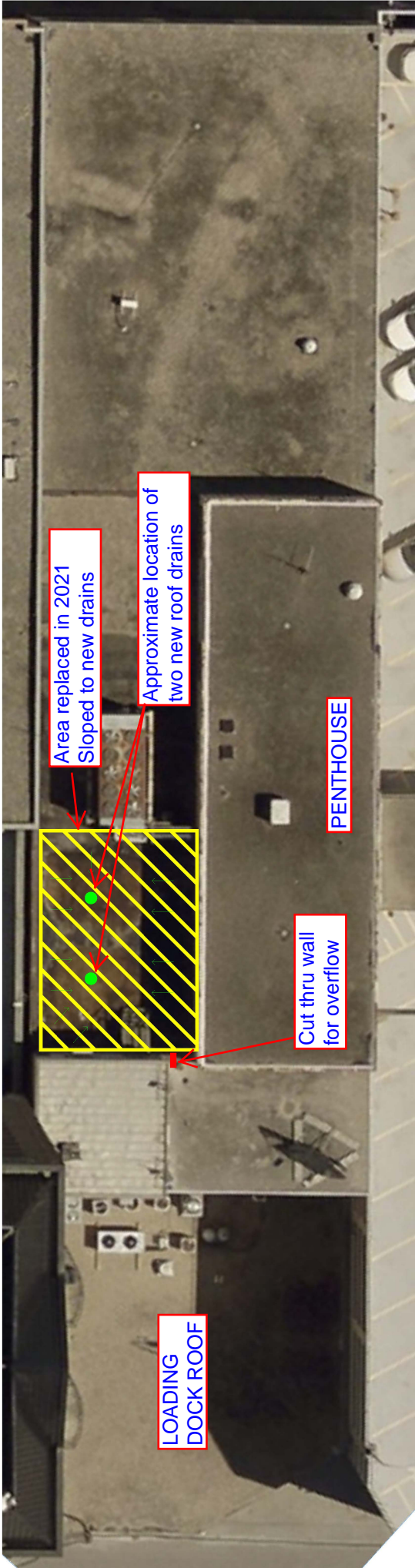
Title: Director of Warranty Services

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

Page 3 of 3

1003.001.2015

Firestone
Firestone Building Products



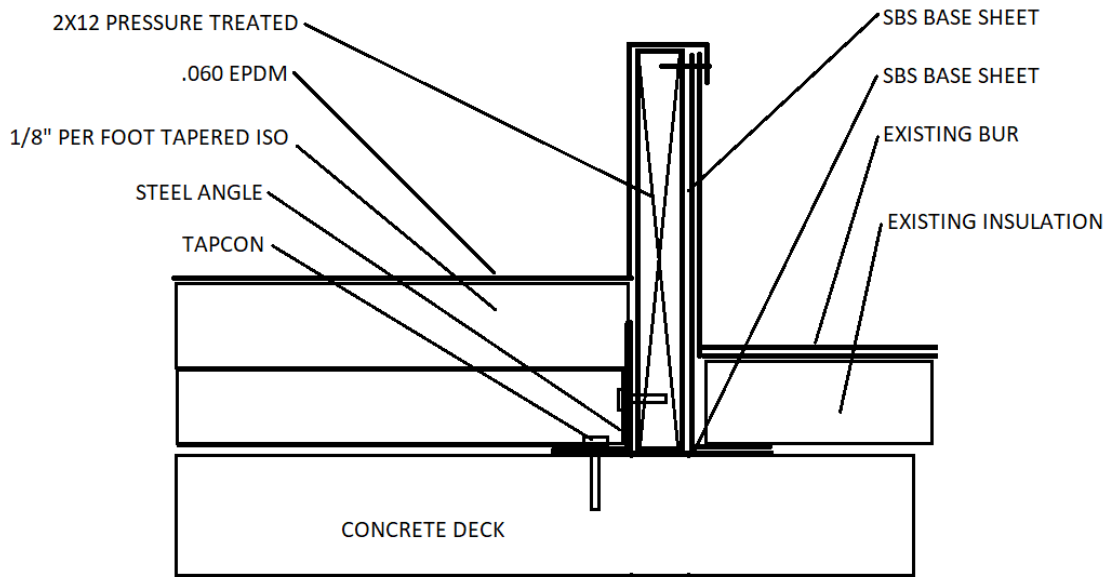
Area replaced in 2021
Sloped to new drains

Approximate location of
two new roof drains

PENTHOUSE

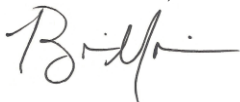
Cut thru wall
for overflow

LOADING
DOCK ROOF



DIVORCE WALL DETAL

The Bri-Den Co., Inc.



Brian Morrison – President

Main Office:
 P.O. Box 2125
 Ashland, KY 41105
 Phone: (606) 325-8639
 Fax: (606) 329-8814

Branch Office:
 110 Old Wallaceton Road
 Berea, KY 40403
 Phone: (859) 985-0049
 Fax: (859) 985-0059



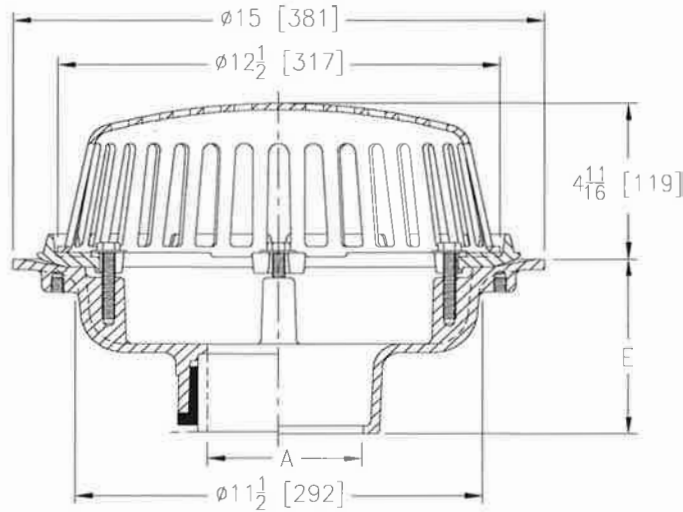
Z100

15 [381] DIAMETER MAIN ROOF DRAIN LOW SILHOUETTE DOME

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A Pipe Size In. [mm]	Approx. Wt. Lbs. [kg]	Dome Open Area Sq. In. [cm ²]
2, 3, 4 [51, 76, 102]	26 [12]	103 [665]
5, 6 [127, 152]	27 [12]	
8 [203]	28 [13]	

ENGINEERING SPECIFICATION: ZURN Z100
15" [381mm] Diameter roof drain. Dura-Coated cast iron body with combination membrane flashing clamp/gravel guard and low silhouette Poly-Dome.

OPTIONS (Check/specify appropriate options)

PIPE SIZE

- 3, 4, 5, 6 [76, 102, 127, 152]
- 2, 3, 4, 6, 8 [51, 76, 102, 152, 203]
- 2, 3, 4, 6, 8 [51, 76, 102, 152, 203]
- 2, 3, 4 [51, 76, 102]
- 6 [152]

(Specify size/type) **OUTLET**

- ___ IC Inside Caulk
- ___ IP Threaded
- ___ NH No-Hub
- ___ NL Neo-Loc
- ___ NL Neo-Loc

E BODY HT. DIM.

- 5-1/4 [133]
- 3-3/4 [95]
- 5-1/4 [133]
- 4-9/16 [116]
- 5-7/16 [112]

PREFIXES

- ___ Z D.C.C.I. Body with Poly-Dome*
- ___ ZA D.C.C.I. Body with Aluminum Dome

- ___ ZC D.C.C.I. Body with Cast Iron Dome
- ___ ZRB D.C.C.I. Body with Plain Bronze Dome

SUFFIXES

- ___ -AC Angular Underdeck Clamp
- ___ -AR Acid Resistant Epoxy Coated
- ___ -AW 3/4 [19] to 4 [102] Adj. Water Level Regulator (Specify Height) (ZC Only)
- ___ -C Underdeck Clamp
- ___ -DE Deck Extension
- ___ -DP Top-Set® Deck Plate (Replaces both the -C and -R)
- ___ -DR Top-Set® Drain Riser
- ___ -E Static Extension 1 [25] thru 4 [102] (Specify Ht.)
- ___ -EA Adjustable Extension Assembly 2-1/8 [54] thru 3-1/2 [89]
- ___ -EB Top-Set® Adjustable Extension Assembly
- ___ -FG Flush Grate
- ___ -G Galvanized Cast Iron
- ___ -HD 6-3/4 [171] High Aluminum Dome Strainer (148 Sq. In. [955 cm²] Open Area) (ZA Only)

- ___ -R Roof Sump Receiver
- ___ -SC Secondary Clamp Collar
- ___ -SS Stainless Steel Mesh Screen Over Dome
- ___ -ST Dome with Solid Top (ZA & ZC Only)
- ___ -TC Neo-Loc Test Cap Gasket (2, 3, 4 [51, 76, 102] NL Bottom Outlet Only)
- ___ -VP Vandal-Proof Secured Top
- ___ -W2 2 [51] Internal Water Dam
- ___ -W3 3 [76] Internal Water Dam
- ___ -W4 4 [102] Internal Water Dam
- ___ -84 Stainless Steel Perforated Gravel Guard
- ___ -85 Stainless Steel Perforated Extension
- ___ -89 2 [51] High External Water Dam
- ___ -90 90° Threaded Side Outlet Body

* Regularly furnished unless otherwise specified.

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #1-2023

Date: January 13, 2023

Subject: Design Services for Government Center Annex & Police
Headquarters Roof Replacement

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

See attached HVAC drawings for reference only.

Todd Slatin, Director
Division of Central Purchasing

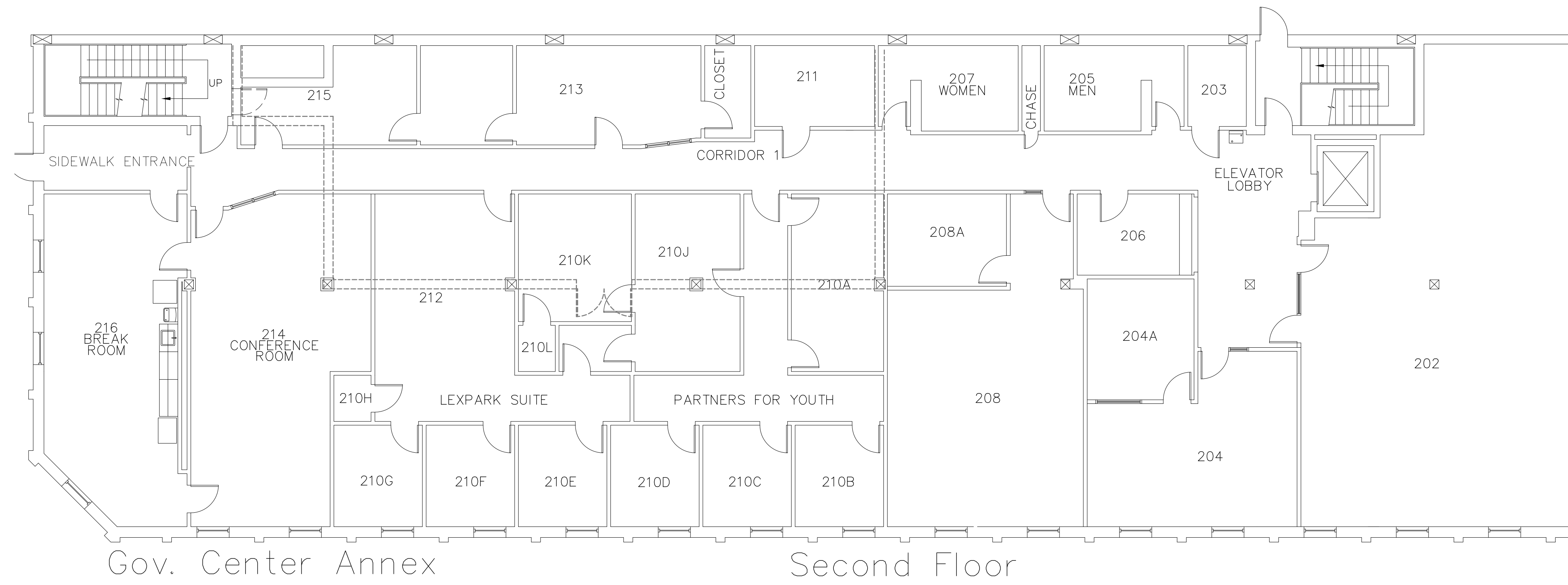
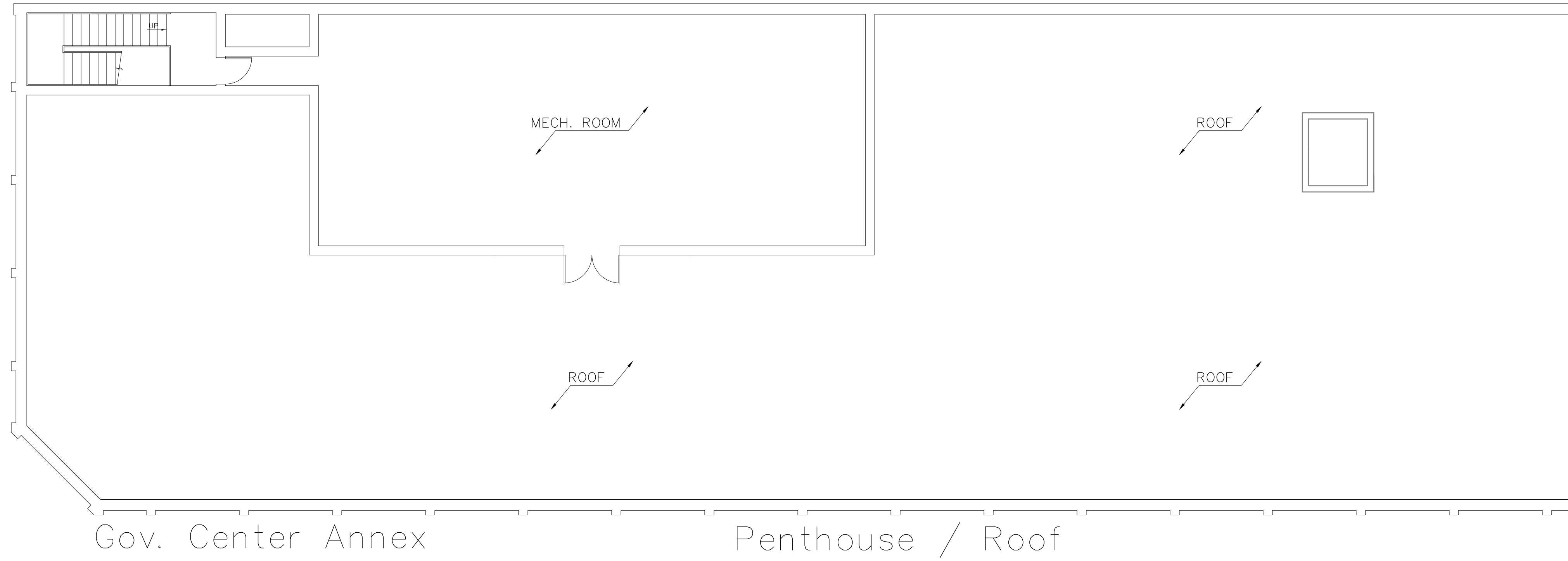
All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: _____

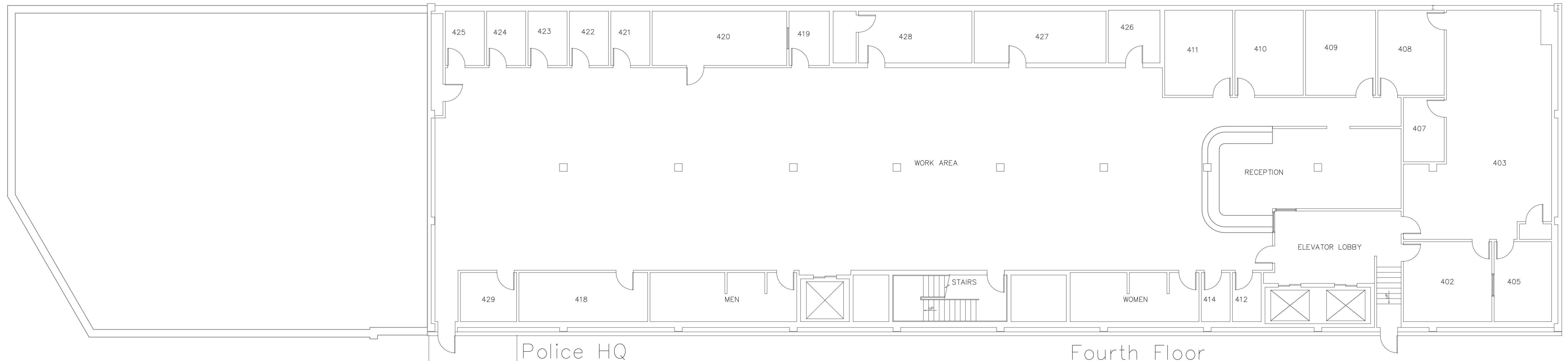
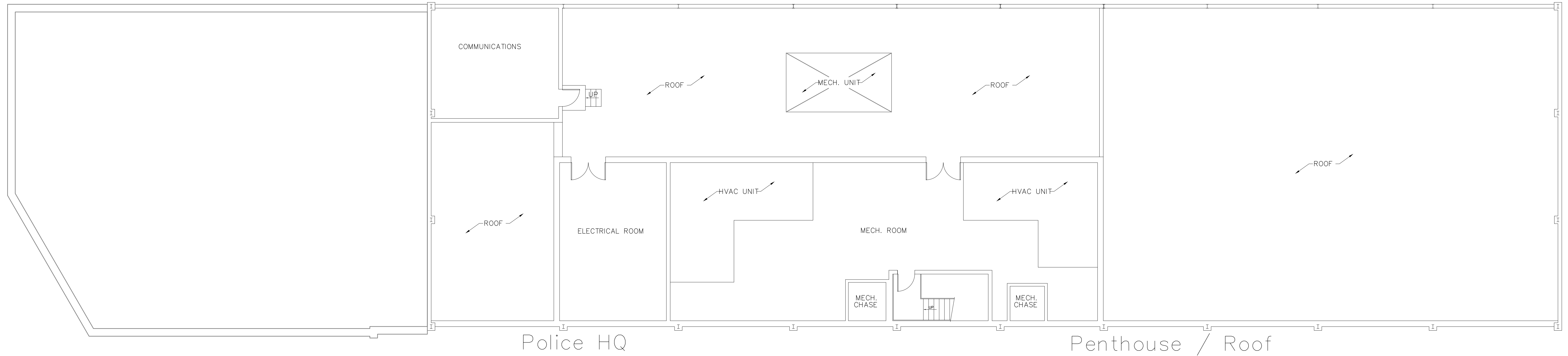
ADDRESS: _____

SIGNATURE OF BIDDER: _____





**REFERENCE ONLY
TO BE FIELD VERIFIED
(PDF FROM CAD DWG FILE)**



**REFERENCE ONLY
TO BE FIELD VERIFIED
(PDF FROM CAD DWG FILE)**

LFUCG GOVERNMENT CENTER ANNEX MECHANICAL UPGRADES

LFUCG BID NUMBER 102-2022

LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT



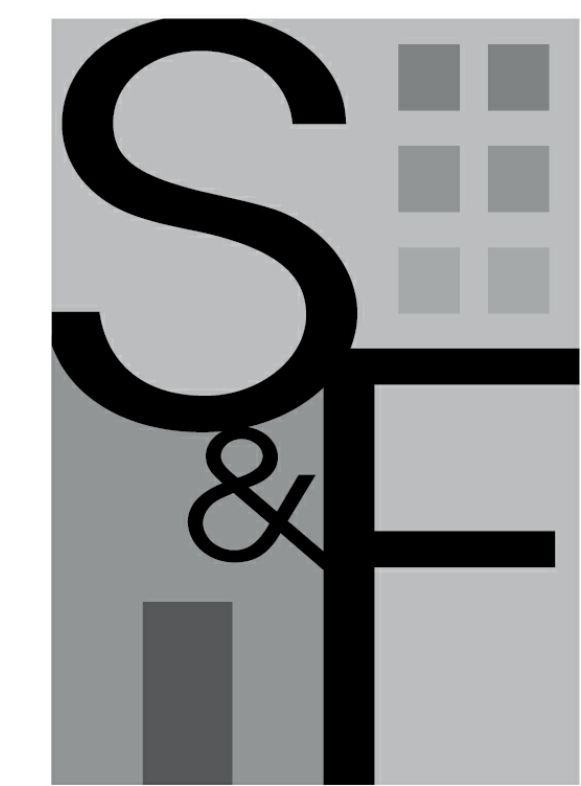
CONSTRUCTION DRAWINGS

07/12/2022

DRAWING INDEX

SHEET NUMBER	SHEET NAME
CVR	COVER SHEET
S101	STRUCTURAL PLANS
M000	MECHANICAL LEGEND AND GENERAL NOTES
M100	MECHANICAL DEMO PLAN
M101	MECHANICAL FIRST FLOOR PLAN
M102	MECHANICAL SECOND FLOOR PLAN
M103	MECHANICAL PENTHOUSE/ROOF PLAN
M201	MECHANICAL CONTROLS
E103	ELECTRICAL PENTHOUSE/ROOF PLAN

PRIME ENGINEERS



**STAGGS
&
FISHER**
CONSULTING
ENGINEERS,
INC.

3264 Loch Ness Drive
Lexington, KY 40517
859-271-3246

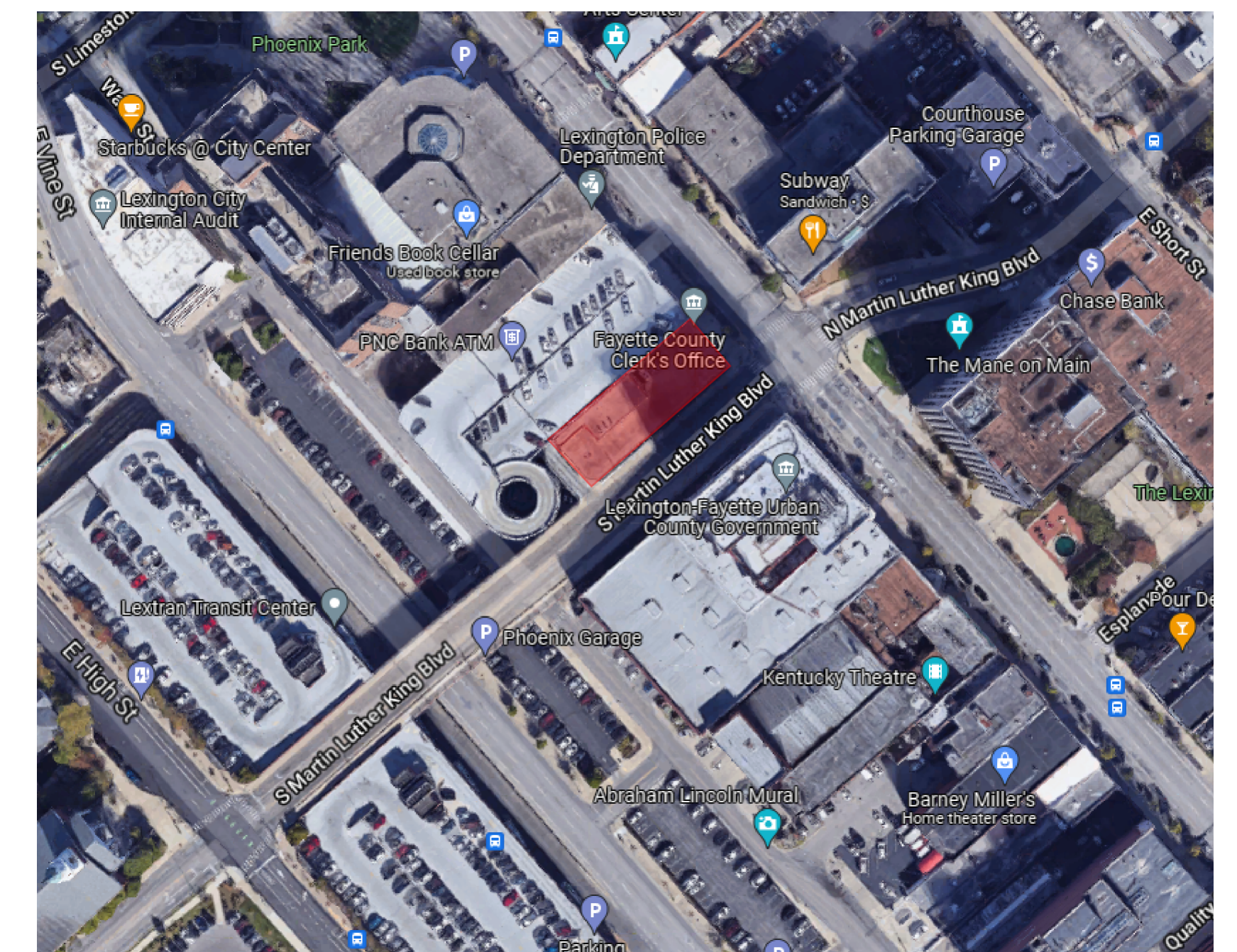
OWNER

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507
859-425-225

PROJECT ADDRESS

FAYETTE COUNTY CLERK'S OFFICE
162 E MAIN STREET
LEXINGTON, KY 40507

LOCATION MAP



FOR COORDINATION PURPOSES ONLY

DATE: 07/12/2022

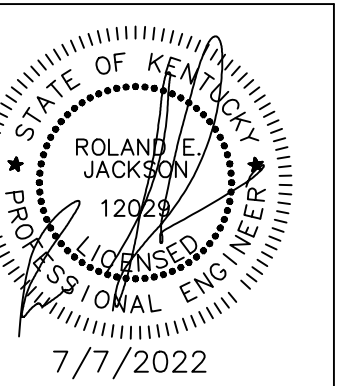
SF JOB# 21537

DRAWN: DB

CHECKED: MJ

SHEET

CVR



STRUCTURAL PLANS, SECTIONS & GENERAL NOTES
LFUCG GOVERNMENT CENTER ANNEX MECHANICAL UPGRADES
 LFUCG BID NUMBER 79-2022

GENERAL NOTES

- KBC 2018 KENTUCKY BUILDING CODE
 ACI BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE ACI 318 AND DETAILING MANUAL.
1. THE CONTRACTOR IS TO COORDINATE HIS/HER OPERATIONS WITH THE OWNER'S (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT) REPRESENTATIVE.
 2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO COMMENCING WORK. THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED OF ANY DISCREPANCIES WHICH MAY EXIST.

DESIGN LOADS

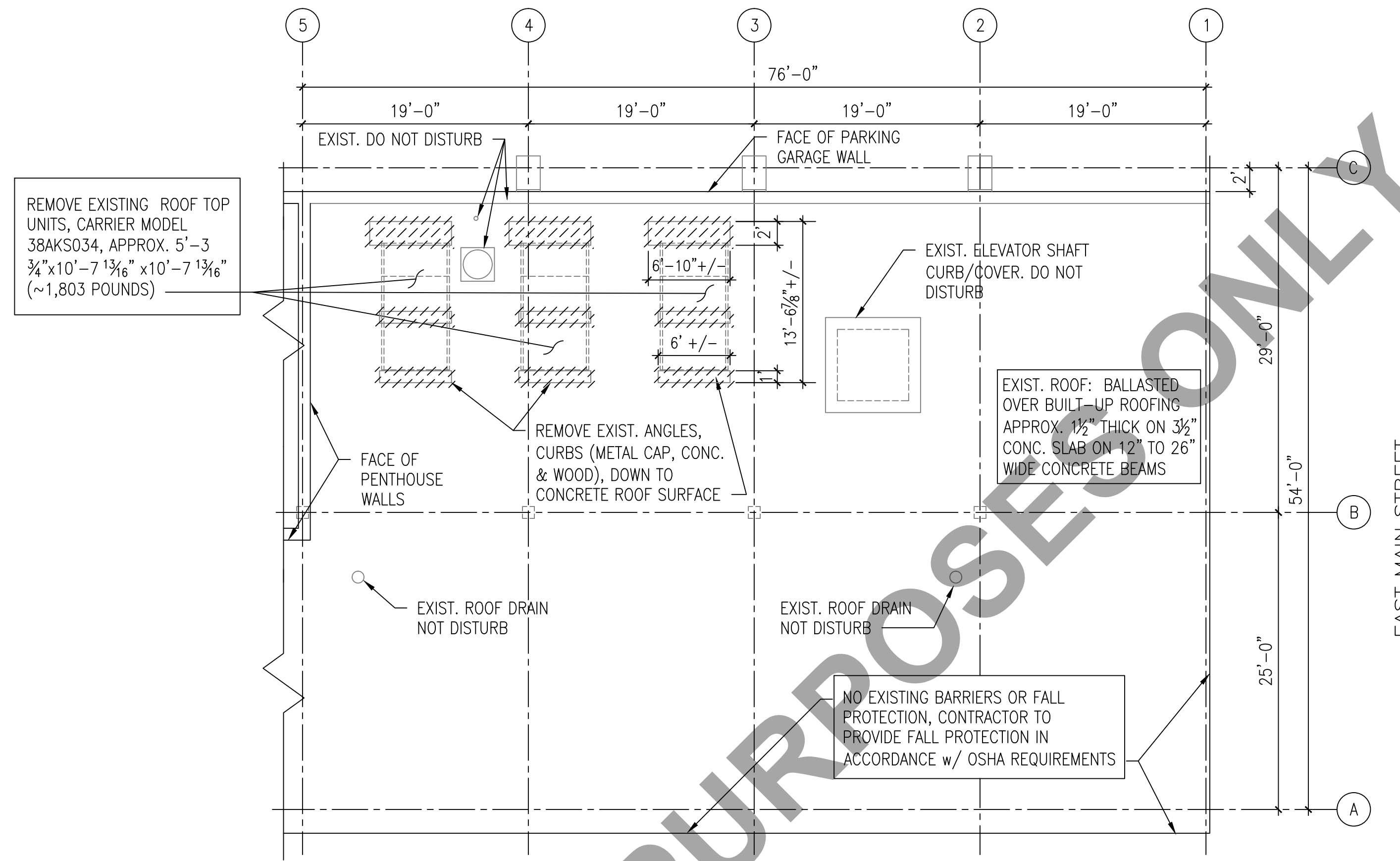
ROOF TOP UNIT, MODEL RCS035, OPERATING WEIGHT 2,471 POUNDS
 WIND LOAD: 115 MPH, EXP. B (RISK CAT. II, ASCE7-16 CHAP 29.4)
 SEISMIC LOAD: $S_{D5} = 0.21$, $S_{D1} = 0.15$, SITE CLASSIFICATION D (ASSUMED)

CONCRETE CONSTRUCTION

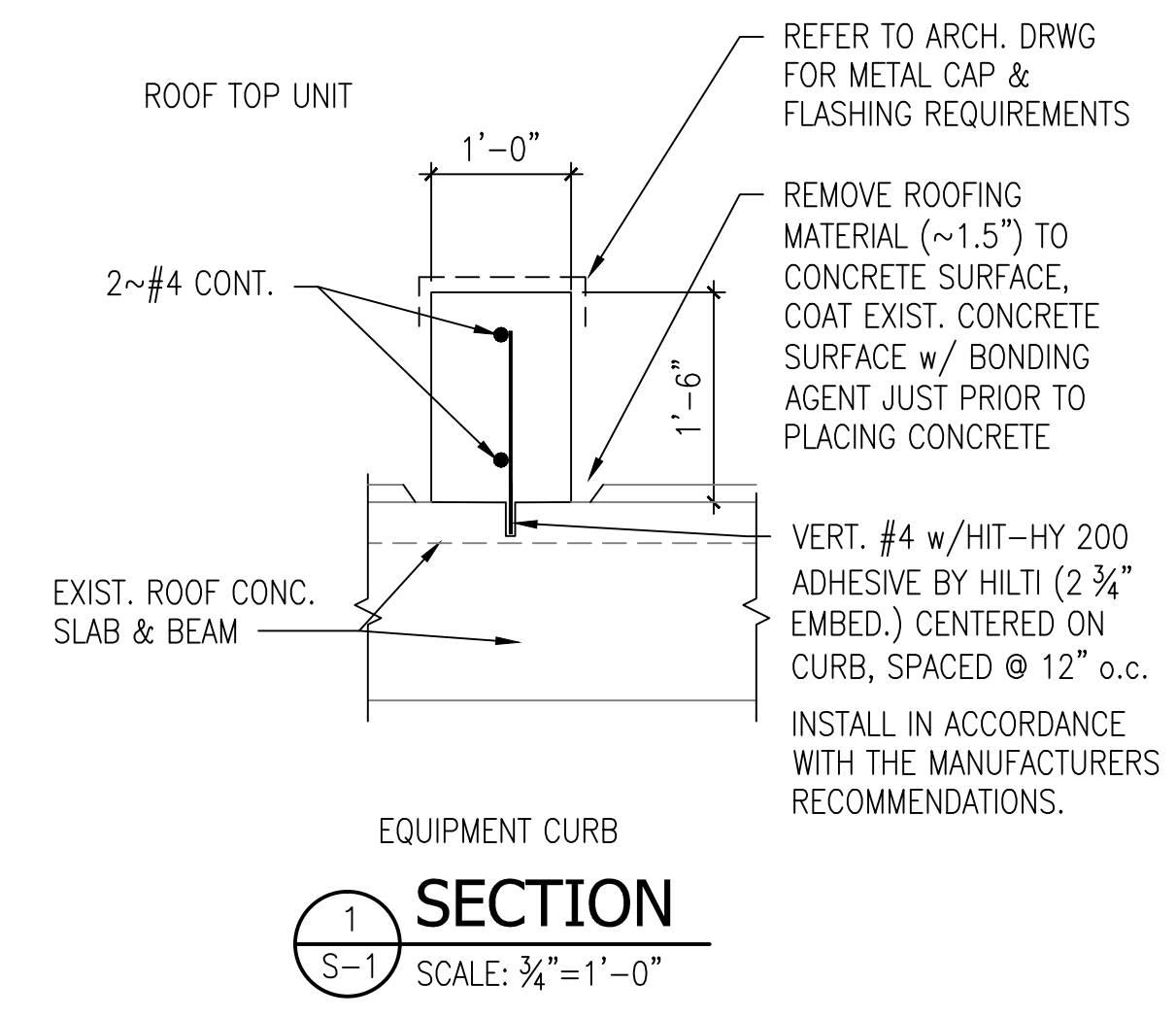
DESIGN STRESSES
 CONCRETE (STRENGTH DESIGN) MINIMUM COMPRESSIVE STRENGTH IN 28 DAYS:
 CONCRETE (LIGHTWEIGHT, AIR ENTRAINED, 7%) $f'_c = 4,500$ PSI
 REINFORCING BARS (ASTM A615 GRADE 60) $f'_y = 60,000$ PSI

SUBMITTALS:

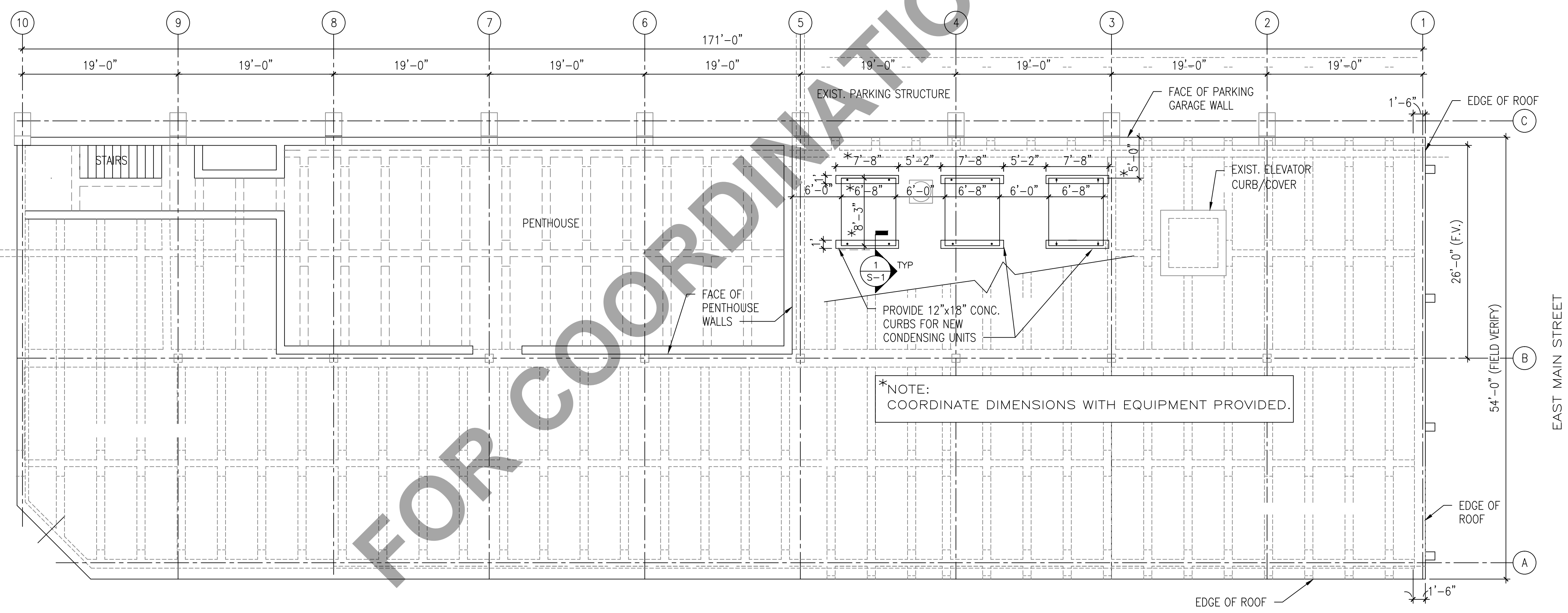
- CONCRETE MIX MATERIALS & QUANTITIES
- CONCRETE BONDING AGENT WRITTEN INSTRUCTIONS
- MANUFACTURERS INSTRUCTIONS FOR REBAR EMBEDMENT ADHESIVE
- ROOF TOP UNIT SELECTED INCLUDING WEIGHTS & DIMENSIONS



DEMO PLAN
 SCALE: 1/8" = 1'-0"



SECTION 1 S-1
 SCALE: 3/4" = 1'-0"



ROOF PLAN
 SCALE: 1/8" = 1'-0"

2 S-1
 NOT USED

3 S-1
 NOT USED

NOTE:
 IT IS NOT INTENDED THAT THE PLANS SHOW ALL OFFSETS IN PIPES, CONDUITS, AND DUCTS REQUIRED FOR INSTALLATION OF THE WORK. DETAILS AND SECTIONS ARE INCLUDED FOR SOME AREAS TO SHOW INTENDED RELATIONSHIP OF THE WORK OF VARIOUS TRADES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTORS TO COORDINATE INSTALLATION OF THE WORK AND TO PROVIDE THE NECESSARY OFFSETS, TRANSFORMATIONS, AND FITTINGS REQUIRED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION CONFLICTS BETWEEN THE WORK OF VARIOUS TRADES. DETAILS AND SECTIONS ARE SHOWN FOR THE CONTRACTORS CONVENIENCE AND SHALL NOT BE CONSIDERED COMPLETE IN EVERY DETAIL.

REVISIONS		
#	DESCRIPTION	DATE

DATE:	07/07/2022
SF JOB#	21537
DRAWN:	LR
CHECKED:	RJ

MECHANICAL LEGEND

PLUMBING LEGEND	
	SANITARY OR WASTE PIPING
	VENT PIPING
	KITCHEN WASTE PIPING
	ACID WASTE PIPING
	ACID WASTE VENT PIPING
	ROOF LEADER PIPING
	OVERFLOW ROOF LEADER PIPING
	STORM SEWER PIPING
	ELEVATOR SUMP PUMP DISCHARGE PIPING
	COLD WATER PIPING
	DOMESTIC HOT WATER PIPING
	DOMESTIC HOT WATER RECIRCULATING PIPING
	GAS PIPING
	AIR PIPING
	VACUUM PIPING
	SOFT COLD WATER
	REVERSE OSMOSIS WATER PIPING
	REVERSE OSMOSIS WATER RETURN PIPING
	LAB COLD WATER PIPING
	LAB HOT WATER PIPING
	LAB HOT WATER RECIRCULATING PIPING
	GATE VALVE
	BALL VALVE
	CHECK VALVE
	UNION
	PRESSURE GAUGE
	THERMOMETER
	WASTE AND VENT RISER DIAGRAM DESIGNATION
	DOMESTIC HOT/COLD WATER RISER DIAGRAM DESIGNATION
PLUMBING ABBREVIATIONS	
CI	CAST IRON
PCO	PIPE CLEANOUT
FCO	FLOOR CLEANOUT
WCO	WALL CLEANOUT
GCO	GRADE CLEANOUT
DCW	DOMESTIC COLD WATER
FD	FLOOR DRAIN
DHW	DOMESTIC HOT WATER
OHD	OPEN HUB DRAIN
OR	OPEN RECEPTACLE
PVC	POLY-VINYL CHLORIDE
RD	ROOF DRAIN
SA	SHOCK ARRESTOR
VTR	VENT-THROUGH-ROOF
VCP	VITRIFIED CLAY PIPE
ORD	OVERFLOW ROOF DRAIN
WH	WALL HYDRANT
HB	HOUSE BIBB
IMB	ICE MAKER BOX

FIRE PROTECTION LEGEND	
	FIRE PROTECTION MAIN (REFER TO PLANS FOR PIPE SIZE)
	SUPERVISED VALVE
	INSPECTOR'S TEST PIPING
	FLOW SWITCH
	PRESSURE GAUGE
	SPRINKLER HEAD (SEMI-RECESSED)
	SPRINKLER HEAD (CONCEALED)
	SPRINKLER HEAD (PENDENT)
	SPRINKLER HEAD (PENDENT - DRY TYPE)
	SPRINKLER HEAD (HIGH TEMPERATURE)
	SPRINKLER HEAD (UPRIGHT)
	SPRINKLER HEAD (SIDEWALL - EXISTING)
	SPRINKLER HEAD (SIDEWALL)
	SPRINKLER HEAD (SIDEWALL-EXTENDED COVERAGE)

HVAC LEGEND	
	RECTANGULAR DUCT - WIDTH X DEPTH (REFER TO PLANS FOR DUCT SIZE)
	INTERNALLY LINED DUCT
	OVAL DUCT - WIDTH X DEPTH
	FLEXIBLE DUCT
	RISE IN DIRECTION OF ARROW
	RECTANGULAR TO ROUND TRANSITION
	SQUARE ELBOW WITH TURNING VANES
	MANUAL VOLUME/BALANCING DAMPER
	FIRE DAMPER
	ROUND DUCT - UP, DOWN
	SUPPLY DUCT - UP, DOWN
	RETURN DUCT - UP, DOWN
	EXHAUST DUCT - UP, DOWN
	FLEXIBLE CONNECTION
	MOTOR-OPERATED DAMPER
	CONTROL DAMPER
	SOUND TRAP
	ACCESS DOOR - PLAN, SIDE VIEW
	UNIT SYMBOL, WATER FLOW (GPM)
	STATIC PRESSURE SENSOR IN DUCT
	TEMPERATURE SENSOR
	CO2 SENSOR
	HUMIDITY SENSOR
	FREEZESTAT
	CURRENT SENSING SWITCH
	DIFFERENTIAL PRESSURE SWITCH
	VARIABLE FREQUENCY DRIVE
	STARTER
	SUPPLY DIFFUSER - TYPE, AIR QUANTITY
	SUPPLY DIFFUSER - ELEVATION
	RETURN INLET - TYPE, AIR QUANTITY
	SIDEWALL RETURN GRILLE - ELEVATION
	SIDEWALL RETURN GRILLE - PLAN
	EXHAUST INLET - TYPE, AIR QUANTITY
	EXHAUST/RETURN INLET - ELEVATION

HVAC PIPING LEGEND	
	HIGH PRESSURE STEAM (REFER TO PLANS FOR PIPE SIZE)
	HIGH PRESSURE CONDENSATE RETURN (REFER TO PLANS FOR PIPE SIZE)
	LOW PRESSURE STEAM (REFER TO PLANS FOR PIPE SIZE)
	LOW PRESSURE CONDENSATE RETURN (REFER TO PLANS FOR PIPE SIZE)
	STEAM VENT (REFER TO PLANS FOR PIPE SIZE)
	SAFETY RELIEF VALVE VENT (REFER TO PLANS FOR PIPE SIZE)
	CONDENSATE PUMP DISCHARGE (REFER TO PLANS FOR PIPE SIZE)
	FEEDWATER (REFER TO PLANS FOR PIPE SIZE)
	CHILLED WATER SUPPLY (REFER TO PLANS FOR PIPE SIZE)
	CHILLED WATER RETURN (REFER TO PLANS FOR PIPE SIZE)
	HOT WATER SUPPLY (REFER TO PLANS FOR PIPE SIZE)
	HOT WATER RETURN (REFER TO PLANS FOR PIPE SIZE)
	CONDENSER WATER SUPPLY (REFER TO PLANS FOR PIPE SIZE)
	CONDENSER WATER RETURN (REFER TO PLANS FOR PIPE SIZE)
	DOMESTIC COLD WATER (REFER TO PLANS FOR PIPE SIZE)
	SOFT WATER (REFER TO PLANS FOR PIPE SIZE)
	HOT WATER EXPANSION TANK PIPE (REFER TO PLANS FOR PIPE SIZE)
	CHILLED WATER EXPANSION TANK PIPE (REFER TO PLANS FOR PIPE SIZE)
	CONDENSATE DRAIN (REFER TO PLANS FOR PIPE SIZE)
	REFRIGERATE LINE (REFER TO PLANS FOR PIPE SIZE)
	GATE VALVE (SCREWED) - PLAN, END VIEW
	GATE VALVE (FLANGED) - PLAN, END VIEW
	TRIPLE OFFSET ROTARY VALVE - PLAN, END VIEW
	GLOBE VALVE (SCREWED) - PLAN, END VIEW
	GLOBE VALVE (FLANGED) - PLAN, END VIEW
	CHECK VALVE, SILENT CHECK VALVE
	CHECK VALVE
	BUTTERFLY VALVE - PLAN, END VIEW
	BUTTERFLY VALVE
	HIGH PERFORMANCE BUTTERFLY VALVE - PLAN, END VIEW
	3-WAY CONTROL VALVE, 2-WAY CONTROL VALVE
	COMB. BALANCING SHUT-OFF VALVE - PLAN, END VIEW
	0.5-2" BALANCING VALVE
	2.5-12" BALANCING VALVE
	BALL VALVE
	STEAM TRAP
	3/4" DRAIN VALVE WITH HOSE CONNECTION
	SAFETY RELIEF VALVE
	Y-TYPE STRAINER WITH DRAIN VALVE
	Y STRAINER
	FLEXIBLE CONNECTOR
	PRESSURE GAUGE
	TEMPERATURE GAUGE
	UNION
	MANUAL AIR VENT - PLAN, ELEVATION
	AUTOMATIC AIR VENT - PLAN, ELEVATION
	CONCENTRIC REDUCER - PLAN, ELEVATION
	ECCENTRIC REDUCER - PLAN, ELEVATION
	FLANGED CONNECTION
	NEEDLE VALVE IN GAUGE LINE
	FLOW METER
	FLOW SWITCH
	TEMPERATURE SENSOR
	PRESSURE SWITCH
	DIFFERENTIAL PRESSURE SWITCH
	BTU METER

VAV SYMBOL LEGEND	
	VAV UNIT - 6" RD INLET SIZE MINIMUM AND MAXIMUM AIR FLOWS
	VAV UNIT - 5" RD INLET SIZE CONSTANT MINIMUM AND MAXIMUM AIR FLOWS
	VAV UNIT W/CO2 CONTROL - 5" RD INLET SIZE CONSTANT MINIMUM AND MAXIMUM AIR FLOWS
	VAV UNIT - 6" RD INLET SIZE MINIMUM AND MAXIMUM COOLING AIR FLOWS MINIMUM AND MAXIMUM HEATING AIR FLOWS
	VAV UNIT W/CO2 CONTROL - 5" RD INLET SIZE MIN. AND MAX. COOLING & CO2 AIR FLOWS MINIMUM AND MAXIMUM HEATING AIR FLOWS
	VAV UNIT - 5" RD INLET SIZE MIN HEATING CFM - MIN COOLING CFM - MAX COOLING CFM

UNIT SIZE	INLET DUCT SIZE	SOUND TRAP	SUPPLY DUCT SIZE
VAV OR VAVC-5	5" RD	ST-1	12x12
VAV OR VAVC-6	6" RD	ST-1	12x12
VAV OR VAVC-8	8" RD	ST-2	15x15
VAV OR VAVC-10	10" RD	ST-3	21x15
VAV OR VAVC-12	12" RD	ST-4	27x15
VAV OR VAVC-14	14" RD	ST-5	36x18

VARIABLE AIR VOLUME AIR TERMINAL UNIT SOUND TRAP AND DUCT SIZING UNLESS OTHERWISE NOTED

HVAC ABBREVIATIONS	
A.A.V.	AUTOMATIC AIR VENT
A.D.	ACCESS DOOR
A.F.	ABOVE FLOOR
B.E.	BELLMOUTH ENTRANCE
C.	COMMON
D.P.	DIFFUSER PLATE
E.A.	EXHAUST AIR
E.M.D.	END OF MAIN DRIP
F.D.	FIRE DAMPER
F.M.S.	FLOW MEASURING STATION
F.S.D.	FIRE/SMOKE DAMPER
I.B.	INLET BELL
I.S.	INLET SCREEN
M.A.V.	MANUAL AIR VENT
M.D.	MOTOR OPERATED DAMPER
M.E.	MOISTURE ELIMINATORS
N.C.	NORMALLY CLOSED
N.O.	NORMALLY OPEN
O.A.	OUTSIDE AIR
P.A.	PRIMARY AIR
R.A.	RETURN AIR
S.A.	SUPPLY AIR
R.H.	RANGE HOOD
S.D.	SUCTION DIFFUSER
S.M.D.	SMOKE DAMPER
T.A.V.	THERMOSTATIC AIR VENT
T.C.P.	TEMPERATURE CONTROL PANEL
V.B.	VACUUM BREAKER
V.D.	VOLUME DAMPER

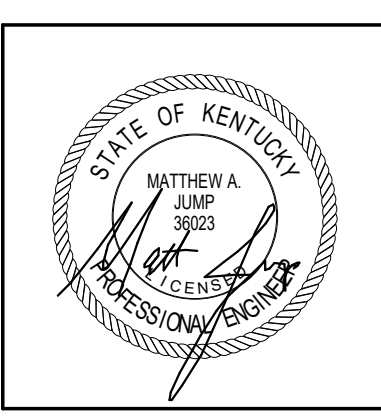
NOTE:
THE SYMBOLS LISTED ON THIS SHEET MAY NOT ALL BE USED ON THIS SET OF CONTRACT DRAWINGS, HOWEVER, WHEREVER A SYMBOL IS USED THE ITEM SHALL BE FURNISHED AND INSTALLED.

- PLUMBING DEMOLITION GENERAL NOTES:**
- DEMOLITION DRAWINGS DEPICT THE MAJOR COMPONENTS TO BE REMOVED, BUT DO NOT NECESSARILY REFLECT EXACT ROUTES, AND MAY NOT SHOW ALL SYSTEMS, ADDITIONS, AND REVISIONS THERETO. THE CONTRACTOR SHALL EXAMINE THE FACILITIES AND PROVIDE COMPLETE SYSTEMS DEMOLITION EXCEPTING THOSE SYSTEMS TO REMAIN IN SERVICE.
 - PRIOR TO BEGINNING DEMOLITION CONFIRM ALL PIPING BRANCHES FROM AREA TO BE RENOVATED INTO AREAS AND SYSTEMS NOT BEING RENOVATED. BRING TO ATTENTION OF ARCHITECT/ENGINEER OF SYSTEMS THAT MAY BE AFFECTED.
 - REMOVE ALL PIPING, HANGERS, SLEEVES, AND ANY ITEMS RELATED TO PLUMBING DEMOLITION. REMOVE ALL SUCH ITEMS WHETHER REMOVED BY THIS PROJECT OR PREVIOUSLY ABANDONED.
 - CAP AND RE-INSULATE ALL ACTIVE PIPING LEFT UN-INSULATED DURING THE PROJECT DEMOLITION.
 - IDENTIFY ALL PLUMBING AND PIPING ITEMS, ACCORDING TO THE PROJECT SPECIFICATIONS, AT EACH CAPPED LOCATION.
 - ALL EXISTING SYSTEMS MUST REMAIN IN OPERATION IN EXISTING AREAS OF THE BUILDING THAT REMAIN OCCUPIED DURING CONSTRUCTION.
 - PROVIDE ADEQUATE TEMPORARY PLUMBING CONNECTIONS TO MAINTAIN SERVICES FOR ALL SPACES AFFECTED WHEN PERMANENT SYSTEMS ARE NOT AVAILABLE OR CAPABLE.
 - PATCH AND RESTORE SURFACES OF WALLS, FLOORS, AND CEILINGS TO REMAIN WHERE AFFECTED BY DEMOLITION PER THE ARCHITECTURAL SPECIFICATIONS.
 - FIRE-STOP AND CAULK ALL OPENINGS LEFT FROM DEMOLITION AND WHERE REQUIRED BY THE NECA.
 - COORDINATE ALL SHUT-DOWNS WITH OWNER PRIOR TO DEMOLITION.
 - CUT AND CAP ALL SANITARY TO BE REMOVED BACK TO BELOW FLOOR. SANITARY PIPING BELOW EXISTING FLOOR SLAB TO REMAIN MAY BE CUT AND CAPPED BACK AT MAIN AND ABANDONED IN PLACE. REFER TO ARCHITECTURAL PLANS.
 - COORDINATE WITH OWNER PRIOR TO CONSTRUCTION FOR DEMOLITION OR NEW WORK REQUIRED OUTSIDE DEFINED LIMITS OF RENOVATION. SEE ARCHITECTURAL, PATCH AND REPAIR TO MATCH EXISTING ALL AFFECTED FINISHES PER ARCHITECTURAL SPECIFICATIONS.

- PLUMBING GENERAL NOTES:**
- CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR REQUIRED CEILING HEIGHTS. PIPING IN ROOMS WITH SUSPENDED CEILINGS SHALL BE ABOVE CEILINGS UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL INSTALL FULL SIZE INDIRECT WASTES FROM EQUIPMENT REQUIRING SAME TO NEAREST FLOOR DRAIN, UNLESS OTHERWISE NOTED.
 - LOCATIONS OF PIPING AND EQUIPMENT ARE APPROXIMATE AND SUBJECT TO MINOR ADJUSTMENT IN THE FIELD. DO NOT SCALE THE DRAWINGS.
 - ALL OFFSETS IN PIPING ARE NOT NECESSARILY SHOWN. PROVIDE ADDITIONAL OFFSETS WHERE NECESSARY.
 - COORDINATE WITH MECHANICAL, FIRE PROTECTION, AND ELECTRICAL CONTRACTORS TO AVOID INTERFERENCES WITH PIPING, DUCTS, AND CONDUIT.
 - INSTALL PIPING AND EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 - SEAL AIRTIGHT AROUND ALL PIPING PENETRATIONS THROUGH WALLS, FLOOR, AND ROOF.
 - VERIFY EXACT LOCATIONS OF ALL PLUMBING ROUGH-INS WITH ARCHITECT.
 - SLEEVES IN FLOORS SHALL EXTEND 1" ABOVE FINISHED FLOOR AND BE CAULKED FOR WATERTIGHT INSTALLATION. SEE SPECIFICATIONS.
 - SEE H.V.A.C. DRAWINGS FOR ADDITIONAL DETAILS APPLICABLE TO PLUMBING SYSTEM INSTALLATION.
 - SET EQUIPMENT PRESSURE REGULATING VALVE OUTLET PRESSURE WHERE NOTED ON DRAWINGS AT EQUIPMENT MANUFACTURER'S REQUIREMENTS.
 - COORDINATE WITH OWNER AND PROVIDE ADDITIONAL PIPING, DRAINS, VALVES, AND CONNECTIONS AS REQUIRED FOR OWNER FURNISHED EQUIPMENT. FINAL CONNECTIONS BY PLUMBING CONTRACTOR.
 - CAP ALL PIPING 6" ABOVE FLOOR SLAB UNLESS OTHERWISE NOTED FOR FUTURE CONNECTION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH SITE AND STRUCTURAL. FIELD VERIFY ALL INVERTS PRIOR TO CONSTRUCTION.
 - MECHANICAL CONTRACTOR TO DESIGN AND INSTALL EXPANSION LOOPS IN DOMESTIC WATER IF REQUIRED BY MATERIAL USED.

- FIRE PROTECTION GENERAL NOTES:**
- PIPING IN ROOMS WITH SUSPENDED CEILINGS SHALL BE ABOVE CEILING UNLESS OTHERWISE NOTED.
 - LOCATIONS OF PIPING AND EQUIPMENT ARE APPROXIMATE AND SUBJECT TO MINOR ADJUSTMENTS IN THE FIELD. DO NOT SCALE THE DRAWINGS.
 - ALL OFFSETS IN PIPING ARE NOT NECESSARILY SHOWN. PROVIDE ADDITIONAL OFFSETS WHERE NECESSARY.
 - COORDINATE WITH HVAC, PLUMBING, AND ELECTRICAL EQUIPMENT TO AVOID INTERFERENCE WITH PIPING, DUCT AND CONDUIT.
 - INSTALL PIPING AND EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 - SEAL AIRTIGHT AROUND ALL PIPING PENETRATIONS THROUGH WALLS, FLOORS, AND ROOF.
 - CENTER SPRINKLER HEADS IN SUSPENDED ACOUSTICAL CEILING TILES. SEE DETAIL ON THIS DRAWING.
 - PROVIDE DRAINS AT LOW POINTS PER NFPA-13.
 - PITCH ALL SPRINKLER PIPING TO MAIN. IF PIPING CANNOT BE PITCHED TO MAIN, PROVIDE AUXILIARY DRAINS AT LOW POINTS.
 - PROVIDE GUARDS ON ALL HEADS INSTALLED 8'-0" OR LESS ABOVE THE FLOOR UNLESS DIRECTED OTHERWISE BY ENGINEER.
 - IN MECHANICAL ROOMS OR SIMILAR AREAS WHERE INTERFERENCE OCCURS WITH SPRINKLER DISCHARGE, PROVIDE ADDITIONAL SPRINKLER HEAD(S) AS REQUIRED PER NFPA-13.
 - INDIVIDUAL BRANCH LINE SIZE TO A SPRINKLER HEAD SHALL BE 1".
 - ALL PIPING SHALL BE INSTALLED PARALLEL AND PERPENDICULAR TO WALLS, FLOORS, AND CEILINGS AND HORIZONTAL UNLESS SPECIFICALLY SHOWN OTHERWISE ON DRAWINGS OR UNABLE DUE TO INTERFERENCES.
 - PROVIDE SEISMIC BRACING FOR PIPING AND EQUIPMENT AS REQUIRED BY KENTUCKY BUILDING CODE. SEE SPECIFICATIONS.
 - DO NOT SUPPORT ANY PIPING FROM THE RAISED ACCESS FLOOR.

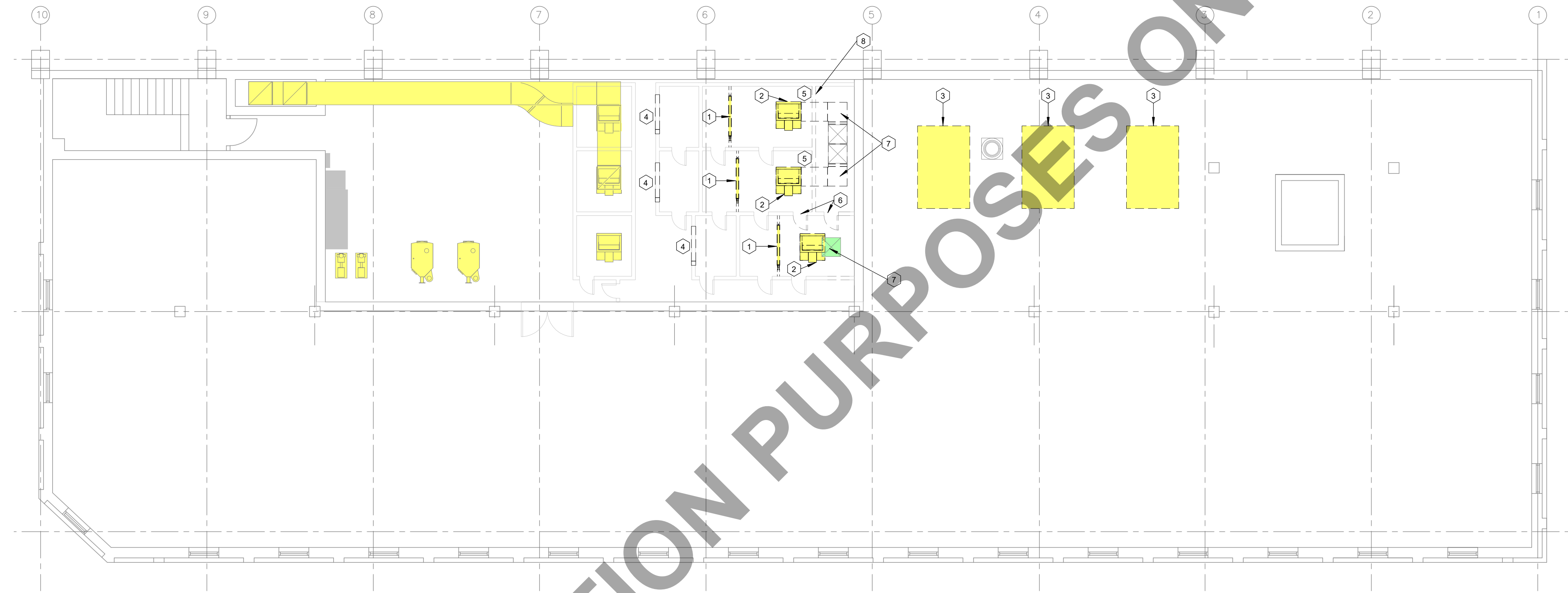
- HVAC GENERAL NOTES:**
- DUCTWORK AND PIPING IN ROOMS WITH SUSPENDED CEILINGS SHALL BE ABOVE CEILING EXCEPT IN EQUIPMENT ROOMS.
 - INSTALL AIR VENTS AT HIGH POINTS IN PIPING AND DRAINS IN LOW POINTS.
 - LOCATIONS OF PIPING, DUCT, AND EQUIPMENT ARE APPROXIMATE AND SUBJECT TO MINOR ADJUSTMENTS IN THE FIELD. DO NOT SCALE THE DRAWINGS.
 - ALL OFFSETS IN DUCTS AND PIPING ARE NOT NECESSARILY SHOWN. PROVIDE ADDITIONAL OFFSETS WHERE NECESSARY.
 - ALL INCREASES AND REDUCERS IN PIPING SYSTEM ARE NOT NECESSARILY SHOWN. PROVIDE ADDITIONAL INCREASES AND REDUCERS WHERE REQUIRED.
 - COORDINATE WITH PLUMBING, SHEET METAL, FIRE PROTECTION, AND ELECTRICAL CONTRACTORS TO AVOID INTERFERENCE WITH PIPING, DUCTS, AND CONDUIT.
 - INSTALL ALL PIPING, DUCTWORK, AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 - SEAL AIRTIGHT AROUND ALL DUCT AND PIPING PENETRATIONS THROUGH WALLS AND FLOORS.
 - SEAL ALL DUCTWORK WITH DUCT SEALANT AND/OR DUCT CEMENT IN ACCORDANCE WITH SPECIFICATIONS SECTION "METAL DUCTWORK."
 - DIMENSIONS FOR DUCTS ARE INSIDE DIMENSIONS.
 - SEE ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF GRILLES AND DIFFUSERS IN CEILINGS.
 - DO NOT RUN ANY PIPING OR DUCTWORK OVER ANY ELECTRICAL OR ELEVATOR EQUIPMENT.
 - INSTALL ACCESS DOOR IN DUCT ADJACENT TO EACH MOTOR OPERATED DAMPER.
 - WHERE SIZE OF DUCT PENETRATING A FIRE WALL OR PARTITION IS LESS THAN THE MINIMUM SIZE OF FACTORY-MADE FIRE DAMPER OR DUCT ACCESS DOOR, PROVIDE THE MINIMUM SIZE FACTORY MADE DAMPER AND/OR ACCESS DOOR AVAILABLE. INCREASE DUCT SIZE AS REQUIRED TO ACCOMMODATE TRANSITIONS UPSTREAM AND DOWN STREAM OF SIZE INCREASE.
 - ALL TRANSITIONS IN DUCTWORK ARE NOT NECESSARILY SHOWN. PROVIDE ADDITIONAL TRANSITIONS WHERE REQUIRED.
 - FIELD VERIFY EXISTING CONDITIONS AND ALL REQUIRED MEASUREMENTS BEFORE FABRICATING ANY PIPING, DUCTWORK, OR EQUIPMENT.
 - INSTALL CONTROL DEVICES (SUCH AS SENSORS, SENSING WELLS, VALVES, DAMPERS, ETC.) FURNISHED BY CONTROLS SUPPLIER, IN DUCT AND PIPING SYSTEMS.
 - PROVIDE SEISMIC BRACING FOR PIPING, DUCTWORK, AND EQUIPMENT AS REQUIRED BY KENTUCKY BUILDING CODE. SEE SPECIFICATIONS.



MECHANICAL LEGEND AND GENERAL NOTES
LFUCG GOVERNMENT CENTER ANNEX MECHANICAL UPGRADES
 LFUCG BID NUMBER 79-2022

REVISIONS		
#	DESCRIPTION	DATE

DATE:	07/12/2022
SF JOB#:	21537
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PENTHOUSE HVAC DEMO PLAN
SCALE: 1/8" = 1'-0"

FOR COORDINATION PURPOSES ONLY

CODED NOTES:

- 1 DEMOLISH EXISTING DX COIL, REFRIGERANT PIPING, AND ACCESSORIES BACK TO CONDENSING UNIT.
- 2 DEMOLISH EXISTING SUPPLY FAN AND ASSOCIATED CONCRETE CURBS. FAN WILL NEED TO BE CUT DOWN IN PLACE TO FIT OUT AHU OPENINGS.
- 3 DEMOLISH EXISTING CONDENSING UNIT.
- 4 DEMOLISH OUTSIDE AIR DAMPER AND ACTUATOR FOR REPLACEMENT.
- 5 DEMOLISH REMAINING STEAM HUMIDIFIER PIPING OUT OF AIR HANDLER. DEMOLISH ABANDONED HUMIDIFIER CONTROL DEVICES IN DISCHARGE DUCT.
- 6 REMOVE EXISTING DOOR. ONE LOCATION TO BE INFILLED; ONE TO BE REPLACED WITH LARGER DOOR.
- 7 DEMOLISH DISCHARGE DUCT OFF SUPPLY FANS. FIRE DAMPERS IN FLOOR TO REMAIN.
- 8 DEMOLISH PLENUM SEPARATION AT AHU-2 AND AHU-3.

PROJECT PHASING:

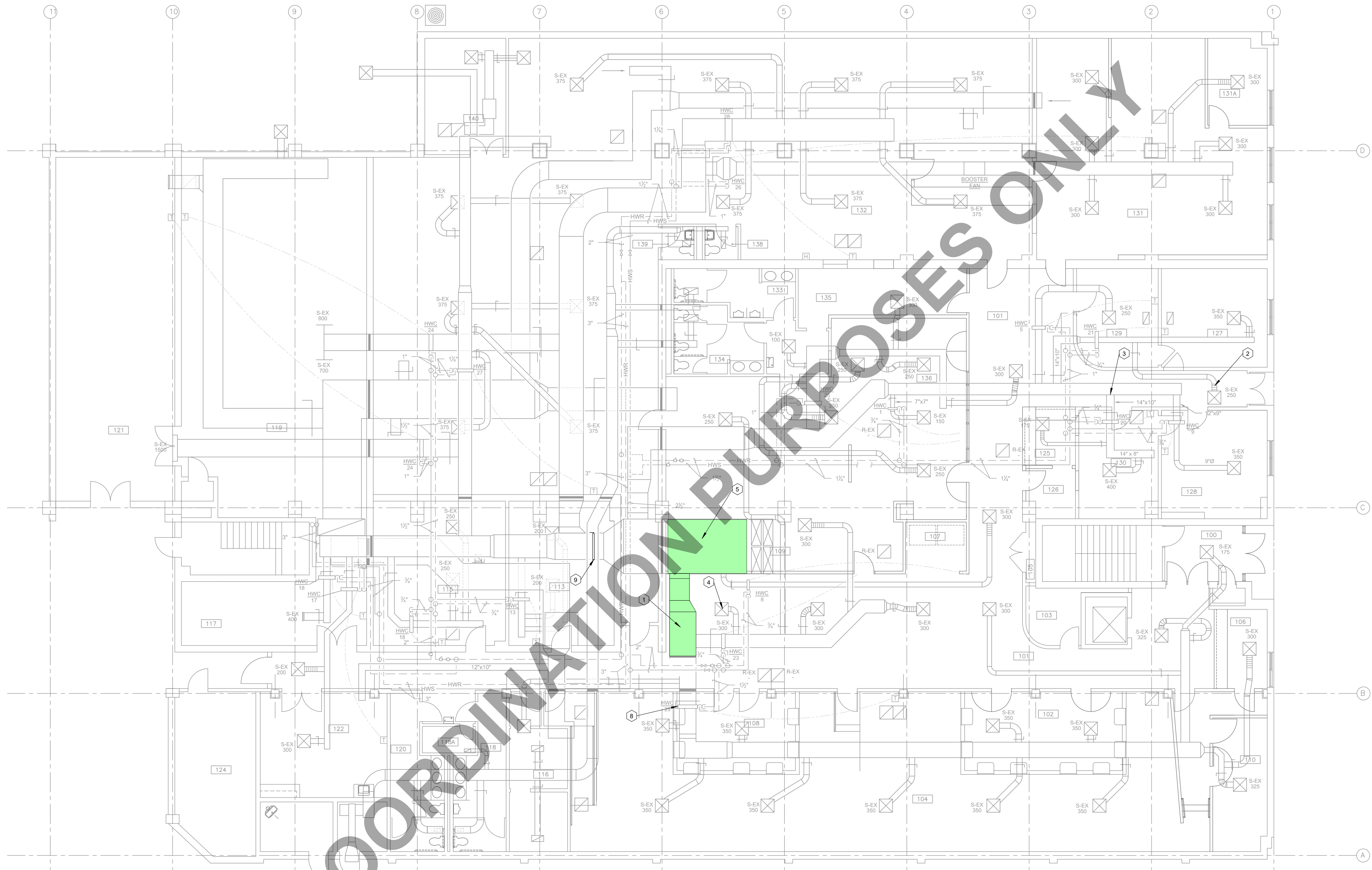
THE BUILDING WILL REMAIN OCCUPIED THROUGHOUT CONSTRUCTION.
ALL WORK WHICH SHUTS DOWN SUPPLY AIR TO THE OCCUPIED SPACE MUST BE PERFORMED DURING OFF-HOURS AND WEEKENDS. FANS, WHETHER NEW OR EXISTING, MUST BE MADE OPERATIONAL DURING OCCUPIED HOURS.
COOLING COILS MAY REMAIN OUT OF OPERATION DURING OCCUPIED HOURS CONTINGENT ON OUTSIDE AIR TEMPERATURES REMAINING BELOW 55 DEG F AND THE OUTSIDE AIR DAMPER BEING OPERATIONAL AND UNDER CONTROL TO BE OPERATED IN ECONOMIZER MODE.
CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL ROAD CLOSURE PERMITS WITH LFUCG TRAFFIC ENGINEERING AS REQUIRED TO SET UP LIFTS/CRANES.

NOTE:
IT IS NOT INTENDED THAT THE PLANS SHOW ALL OFFSETS IN PIPES, CONDUITS, AND DUCTS REQUIRED FOR INSTALLATION OF THE WORK. DETAILS AND SECTIONS ARE INCLUDED FOR SOME AREAS TO SHOW INTENDED RELATIONSHIP OF THE WORK OF VARIOUS TRADES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTORS TO COORDINATE INSTALLATION OF THE WORK AND TO PROVIDE THE NECESSARY OFFSETS, TRANSFORMATIONS, AND FITTINGS REQUIRED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION CONFLICTS BETWEEN THE WORK OF VARIOUS TRADES. DETAILS AND SECTIONS ARE SHOWN FOR THE CONTRACTORS CONVENIENCE AND SHALL NOT BE CONSIDERED COMPLETE IN EVERY DETAIL.

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FIRST FLOOR HVAC PLAN
SCALE: 1/8" = 1'-0"

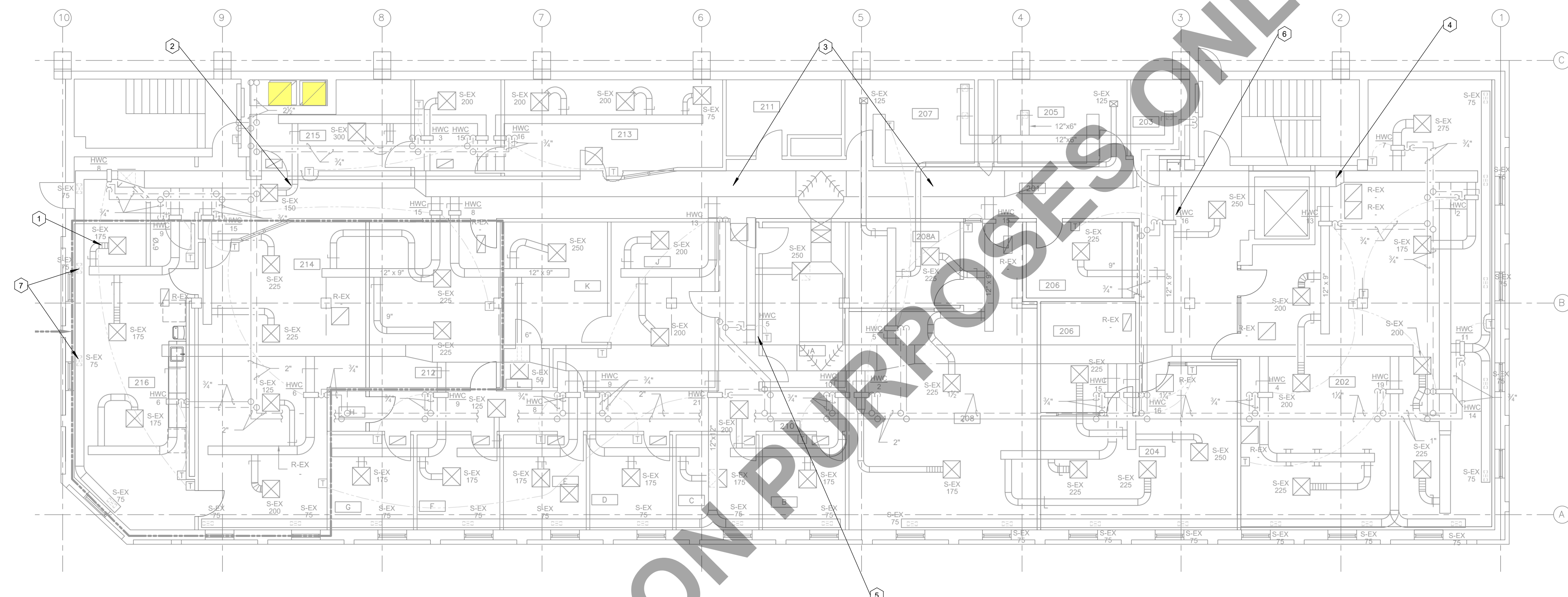
- CODED NOTES:**
- REPAIR SECTION OF DUCT WHICH IS COLLAPSED ON TOP. STRAIGHTEN AND SEAL COMPLETE.
 - REPLACE FLEXIBLE DUCT CONNECTION TO DIFFUSER.
 - RECONNECT DUCT WHERE IT IS BROKEN APART AND SEAL COMPLETE.
 - RELOCATE DIFFUSER TO ADJACENT TILE TO REMOVE KINK IN FLEX DUCT.
 - SEAL THIS SECTION OF DUCT COMPLETE, INCLUDING REATTACHING TWO ACCESS DOORS AND SEALING COMPLETE.
 - CLEAN EXISTING COOLING COIL. INSTALL ACCESS DOORS AS REQUIRED.
 - INSTALL MANUAL BALANCING DAMPER IN EXISTING DUCT. BALANCE AT THIS POINT UNTIL AIRFLOW THROUGH HOT WATER COIL 29 SERVING REGISTRATION TRANSFERS IS WITHIN 15% OF DESIGN AIRFLOW.

NOTE:
IT IS NOT INTENDED THAT THE PLANS SHOW ALL OFFSETS IN PIPES, CONDUITS, AND DUCTS REQUIRED FOR INSTALLATION OF THE WORK. DETAILS AND SECTIONS ARE INCLUDED FOR SOME AREAS TO SHOW INTENDED RELATIONSHIP OF THE WORK OF VARIOUS TRADES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTORS TO COORDINATE INSTALLATION OF THE WORK AND TO PROVIDE THE NECESSARY OFFSETS, TRANSFORMATIONS, AND FITTINGS REQUIRED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION CONFLICTS BETWEEN THE WORK OF VARIOUS TRADES. DETAILS AND SECTIONS ARE SHOWN FOR THE CONTRACTORS CONVENIENCE AND SHALL NOT BE CONSIDERED COMPLETE IN EVERY DETAIL.

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SECOND FLOOR HVAC PLAN
SCALE: 1/8" = 1'-0"

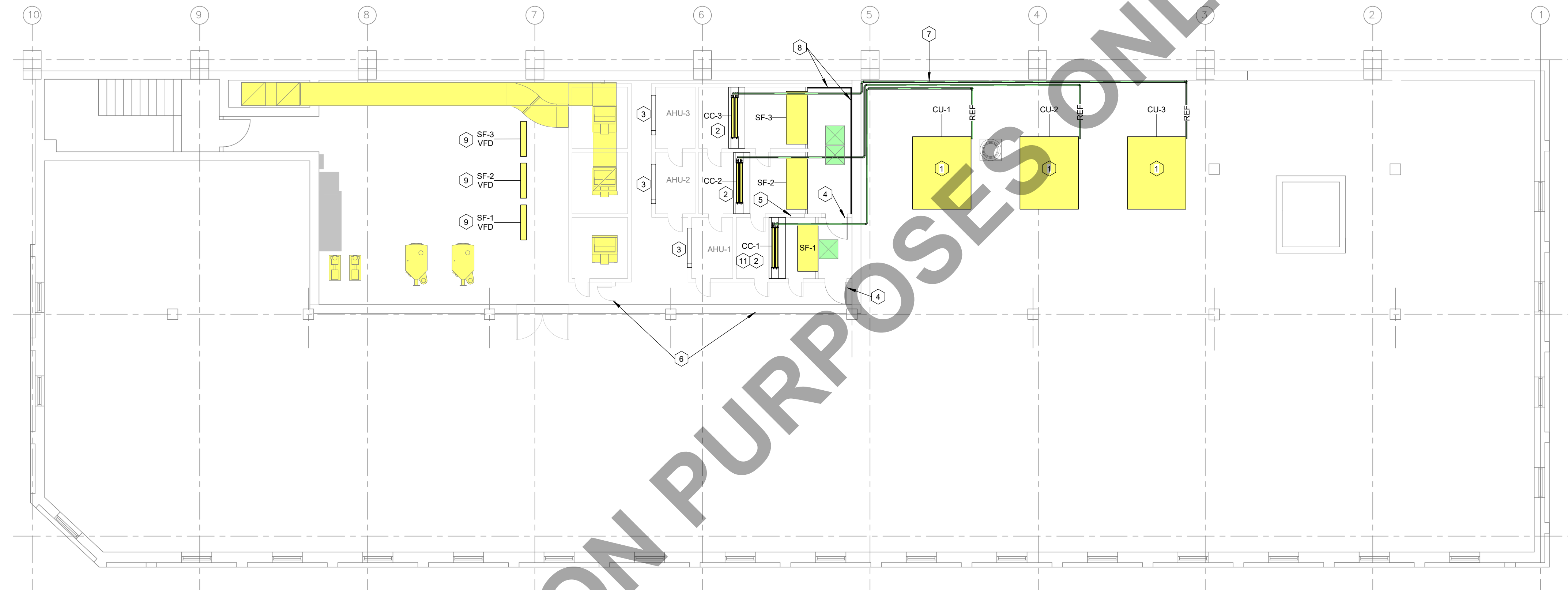
- CODED NOTES:**
- 1 REPLACE FLEXIBLE DUCT CONNECTION TO DIFFUSER.
 - 2 CAP AND SEAL DUCT WHERE DIFFUSER IS NOT INSTALLED.
 - 3 REPAIR AND SEAL ALL JOINTS IN 36" x 12" DUCTBOARD WHERE THEY HAVE SEPARATED.
 - 4 REPAIR DUCT AT SEPARATION AND SEAL COMPLETE.
 - 5 REPAIR DISCONNECTED DUCT TO COIL CONNECTION AND SEAL COMPLETE.
 - 6 RECONNECT DUCT WHERE IT IS BROKEN APART AND SEAL COMPLETE.
 - 7 SEAL LEAKING DUCT CAPS.

NOTE:
IT IS NOT INTENDED THAT THE PLANS SHOW ALL OFFSETS IN PIPES, CONDUITS, AND DUCTS REQUIRED FOR INSTALLATION OF THE WORK. DETAILS AND SECTIONS ARE INCLUDED FOR SOME AREAS TO SHOW INTENDED RELATIONSHIP OF THE WORK OF VARIOUS TRADES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTORS TO COORDINATE INSTALLATION OF THE WORK AND TO PROVIDE THE NECESSARY OFFSETS, TRANSFORMATIONS, AND FITTINGS REQUIRED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION CONFLICTS BETWEEN THE WORK OF VARIOUS TRADES. DETAILS AND SECTIONS ARE SHOWN FOR THE CONTRACTORS CONVENIENCE AND SHALL NOT BE CONSIDERED COMPLETE IN EVERY DETAIL.

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PENTHOUSE HVAC PLAN
SCALE: 1/8" = 1'-0"

FAN ARRAYS														
SYMBOL	MANUFACTURER	MODEL	TYPE	CFM	T.S.P. IN W.G.	FAN RPM	BHP (PER FAN)	FAN MOTORS (EACH)		TOTAL POWER (PER ARRAY)			NO. OF FANS	REMARKS
								HP	RPM	VOLT / PH	FLA	HP		
SF-1	NORTEK	16-60-182T-32x30x23-B2	FAN ARRAY	11,000	4"	2719	2.65	3	1750	460 / 3	16	12	4	ALL
SF-2	NORTEK	20-90-184T-40x36x28-A2	FAN ARRAY	11,000	4"	2163	5.09	5.5	1750	460 / 3	14	11	2	ALL
SF-3	NORTEK	20-90-184T-40x36x28-A2	FAN ARRAY	11,000	4"	2163	5.09	5.5	1750	460 / 3	14	11	2	ALL

- REMARKS:
- VFD RATED MOTORS WITH SHAFT ISOLATION
 - PROVIDE POWER DISTRIBUTION CABINET WITH SINGLE POINT POWER CONNECTION AND INTEGRAL YASKAWA VFD WITH BAGNET MSTP COMMUNICATION.
 - COORDINATE SIZE REQUIREMENTS WITH NEW AND EXISTING AHU DOORS.
 - CONTRACTOR TO INFILL OPENING COMPLETE PER MANUFACTURER'S REQUIREMENTS
 - PROVIDE WITH BACKDRAFT DAMPERS
 - PERPENDICULAR INLET CONE TAPS - TO ACCEPT PRESSURE TRANSDUCER/TRANSMITTER

COOLING COIL													
SYMBOL	MANUFACTURER	MODEL	ROWS	F.P.I.	MAX CFM	VEL. FPM	A.P.D. IN W.G.	ENTERING AIR TEMP		LEAVING AIR TEMP		DIMEN. HxW	REMARKS
								D.B.	W.B.	D.B.	W.B.		
CC-1	DAIKIN	5EJ0706B	6	8	11,000	489	0.69	76	63.5	53.8	52.0	54" x 60"	ALL
CC-2	DAIKIN	5EJ0096B	6	8	11,000	489	0.69	76	63.5	53.8	52.0	54" x 60"	ALL
CC-3	DAIKIN	5EJ0706B	6	8	11,000	489	0.69	76	63.5	53.8	52.0	54" x 60"	ALL

- REMARKS:
- TWO INTERTWINED REFRIGERANT CIRCUITS
 - PROVIDE MIST ELIMINATOR WITH PRESSURE DROP <0.07"
 - PROVIDE CONDENSATE TRAPS AND PIPE TO FLOOR DRAIN PER DETAIL.
 - PROVIDE UV-C AIR CLEANING LIGHTS AND ALL REQUIRED ACCESSORIES. SEE SPECIFICATION.

AIR-COOLED CONDENSING UNITS													
SYMBOL	MANUFACTURER	MODEL	NOMINAL TONS	TOTAL CAPACITY (MBH)	REFRIGERANT	IEER AHRI CONDITIONS	NO. OF COMPRESSORS	NO. OF REF. CIRCUITS	ELECTRICAL		DIMENSIONS (WxLxH)	WEIGHT (LBS)	REMARKS
									VOLTS / PH	MCA / MOP			
CU-1	DAIKIN	RCS035D	35	374	R-410A	14.2	4	2	460 / 3	72.1 / 80	99" x 80" x 55.5"	2471	ALL
CU-2	DAIKIN	RCS035D	35	374	R-410A	14.2	4	2	460 / 3	72.1 / 80	99" x 80" x 55.5"	2471	ALL
CU-3	DAIKIN	RCS035D	35	374	R-410A	14.2	4	2	460 / 3	72.1 / 80	99" x 80" x 55.5"	2471	ALL

- REMARKS:
- 4-STAGE CAPACITY CONTROL AND HOT GAS BYPASS ON ONE CIRCUIT
 - CONDENSER WITH BUILT IN HAIL PROTECTION
 - PROVIDE DISCONNECT SWITCH
 - SPRING ISOLATION KIT

- CODED NOTES:**
- MOUNT NEW CONDENSING UNIT ON NEW CONCRETE RAILS. ROOFING WORK TO BE BY LFUGG'S ROOFING CONTRACTOR.
 - INSTALL NEW COIL AND INFILL OPENING COMPLETE. PROVIDE STAINLESS STEEL CONDENSATE DRAIN PAN AND PIPE TO FLOOR DRAIN OUTSIDE UNITS. SEE DETAIL.
 - NEW 48"W x 36"H OUTSIDE AIR CONTROL DAMPER AND ACTUATOR IN EXISTING OPENING. CONNECT NEW ACTUATOR TO EXISTING CONTROLS SYSTEM.
 - NEW AIR HANDLER ACCESS DOOR. SIZE TO ALLOW PASSAGE OF NEW FAN ARRAY COMPONENTS
 - INFILL AHU WALL WHERE DOOR WAS REMOVED. MATCH EXISTING 2" INSULATED PLENUM WALL.
 - ENTRY DOOR IS 30"W x 60"H. AT CONTRACTOR'S OPTION, OUTSIDE AIR LOUVER MAY BE REMOVED AND REINSTALLED FOR PASSAGE OF EQUIPMENT.
 - ROUTE NEW REFRIGERANT PIPING TO NEW DX COILS. SIZE PER MANUFACTURER.
 - PROVIDE 2" PLENUM CASING OVER EXPOSED CMU BLOCK. ATTACH AND SEAL AT ALL CONNECTIONS TO EXISTING PLENUM CASING. SEAL GAPS IN EXISTING PLENUM SECTION.
 - FAN ARRAY MOTOR CONNECTION PANEL WITH INTEGRAL VFD. MOUNT ON UNISTRUT STAND.
 - COORDINATE LOCATION OF NEW COIL WITH NEW AND EXISTING DOORS AND NEW FANS. PROVIDE AS MUCH SEPARATION AS FEASIBLE WITH NEW COIL AND NEW FANS.

PROJECT PHASING:
THE BUILDING WILL REMAIN OCCUPIED THROUGHOUT CONSTRUCTION.
ALL WORK WHICH SHUTS DOWN SUPPLY AIR TO THE OCCUPIED SPACE MUST BE PERFORMED DURING OFF-HOURS AND WEEKENDS. FANS, WHETHER NEW OR EXISTING, MUST BE MADE OPERATIONAL DURING OCCUPIED HOURS.
COOLING COILS MAY REMAIN OUT OF OPERATION DURING OCCUPIED HOURS CONTINGENT ON OUTSIDE AIR TEMPERATURES REMAINING BELOW 55 DEG F AND THE OUTSIDE AIR DAMPER BEING OPERATIONAL AND UNDER CONTROL TO BE OPERATED IN ECONOMIZER MODE.
CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL ROAD CLOSURE PERMITS WITH LFUGG TRAFFIC ENGINEERING AS REQUIRED TO SET UP LIFTS/CRANES.

MECHANICAL PENTHOUSE/ROOF PLAN
LFUGG GOVERNMENT CENTER ANNEX MECHANICAL UPGRADES
LFUGG BID NUMBER 79-2022

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NOTE:
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I/O LIST					
Type	Point Name	Description	Trend	Alarm	Notes
BI	SF-1_STATUS	AHU-1 fan array status	x	x	From VFD via Bacnet
BO	SF-1_COMMAND	Fan array command	x		To VFD via hardwire
AO	SF-1_SPEED	Fan array speed	x		To VFD via hardwire
BI	SF-1_VFD_ALARM	VFD Alarm	x	x	From VFD via Bacnet
AI	AHU_1_FAN1_AIRFLOW	Airflow through individual fan 1	x		Pressure transducers at inlet cones
AI	AHU_1_FAN2_AIRFLOW	Airflow through individual fan 2	x		Pressure transducers at inlet cones
AO	CU_1_COOLING_CMD	Cooling command to condensing unit	x		
AI	CU_1_COMP1_STATUS	Condensing unit 1 compressor 1 status	x		Via Bacnet
BI	CU_1_COMP2_STATUS	Condensing unit 1 compressor 2 status	x		Via Bacnet
BI	CU_1_COMP3_STATUS	Condensing unit 1 compressor 3 status	x		Via Bacnet
BI	CU_1_COMP4_STATUS	Condensing unit 1 compressor 4 status	x		Via Bacnet
BI	CU_1_ALARM	Condensing unit 1 general alarm	x	x	Via Bacnet
BO	CU_1_ENABLE	Condensing unit cooling enable	x		Via Bacnet
AI	PH_MCC_POWER	Instantaneous Power Usage at the MCC	x		Via Bacnet
AI	PH_MCC_POWER_Total	Totalized Power Usage at the MCC	x		Via Bacnet

*POINTS ARE TYPICAL OF ALL THREE AIR-HANDLERS AND ALL THREE CONDENSING UNITS

SEQUENCE OF OPERATIONS

SUPPLY FAN SEQUENCE:

THE VFDS FOR THE NEW FAN ARRAYS SHALL BE INTEGRATED INTO THE EXISTING AUTOMATED LOGIC SYSTEM VIA BACNET OVER MSTP.

START/STOP:
MAINTAIN EXISTING SUPPLY FAN START/STOP OCCUPANCY SEQUENCE.

STATUS:
PROVIDE NEW SUPPLY FAN STATUS FOR EACH INDIVIDUAL FAN IN THE ARRAYS.

AIRFLOW CONTROL:
MONITOR AIRFLOWS OF EACH INDIVIDUAL FANS VIA PRESSURE TRANSDUCERS AT FAN INLET CONE TAPS. DISPLAY TOTALIZED FLOW FOR EACH ARRAY ON THE GRAPHICS. WHENEVER THERE IS A COOLING CALL FROM A MINIMUM OF 3 ZONES, THE FANS SHALL STAY AT MAXIMUM CFM. IF THERE ARE FEWER THAN 3 CALLS FOR COOLING, THE FAN ARRAYS SHALL MODULATE DOWN TO A MINIMUM OF 10,000 CFM.

DX COOLING COIL SEQUENCE:

THE CONDENSING UNIT/DX COIL SETS SHALL BE INTEGRATED INTO THE EXISTING AUTOMATED LOGIC SYSTEM VIA BACNET OVER MSTP.

THE UNIT SHALL RECEIVE AN ENABLE AND MODULATE UP OR DOWN BASED ON A SIGNAL FROM THE AUTOMATED LOGIC SYSTEM WHEN COOLING IS ENABLED.

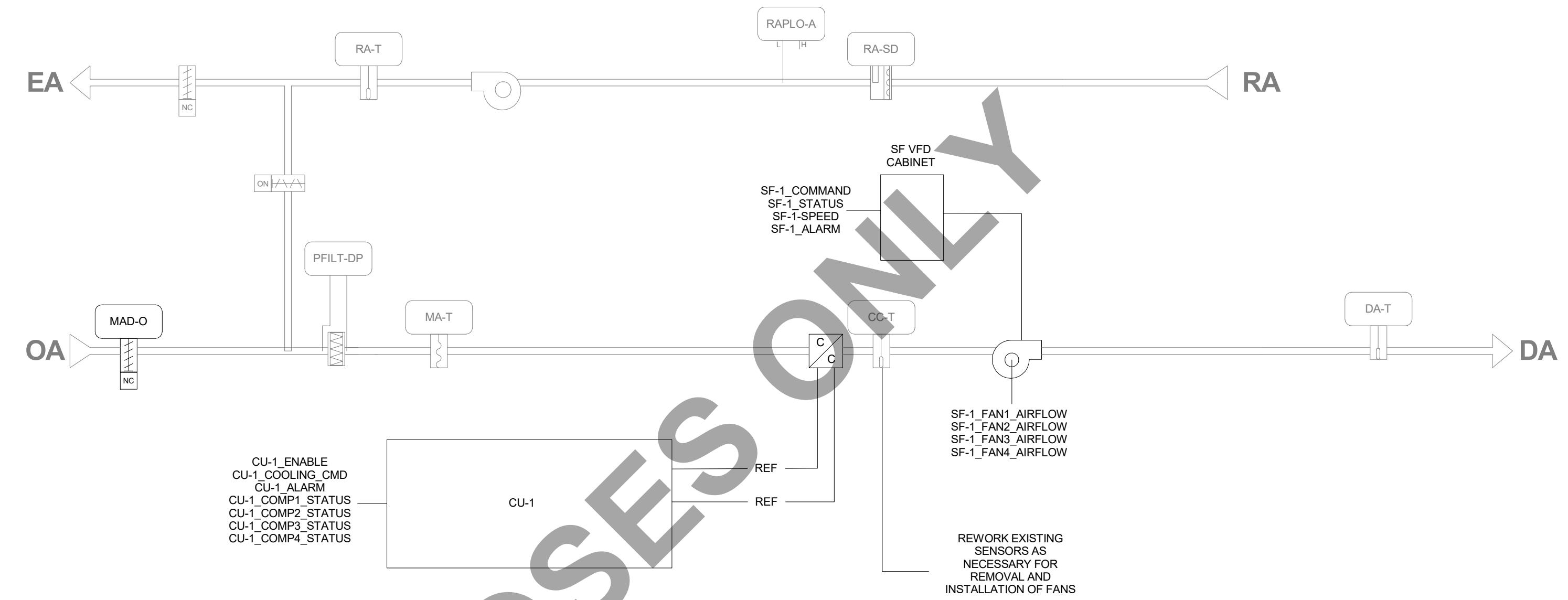
THE ALC SYSTEM SHALL MONITOR POINTS AS SHOWN ON THE POINTS LIST.

OUTSIDE DAMPERS:

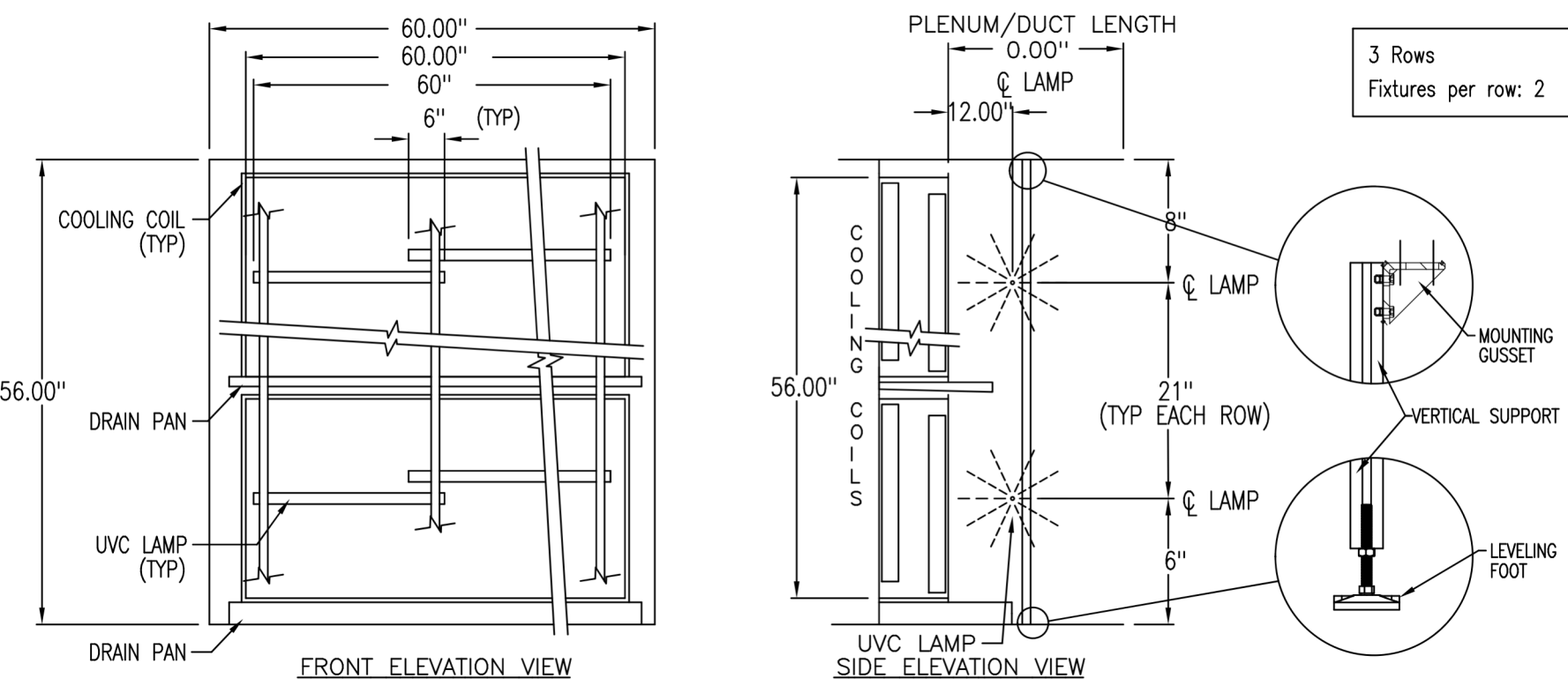
OUTSIDE AIR DAMPER SHALL CONTROL AS PER EXISTING SEQUENCE. RECONNECT NEW ACTUATOR TO EXISTING CONTROL WIRING.

POWER METER:

MONITOR POINTS PROVIDED BY THE NEW ELECTRIC POWER METER IN THE PENTHOUSE. METER TO HAVE BACNET MSTP INTERFACE. MONITOR INSTANTANEOUS AND TOTALIZED POWER ON A WEEKLY (ADJ.), MONTHLY (ADJ.), AND ANNUAL (ADJ.) BASIS.

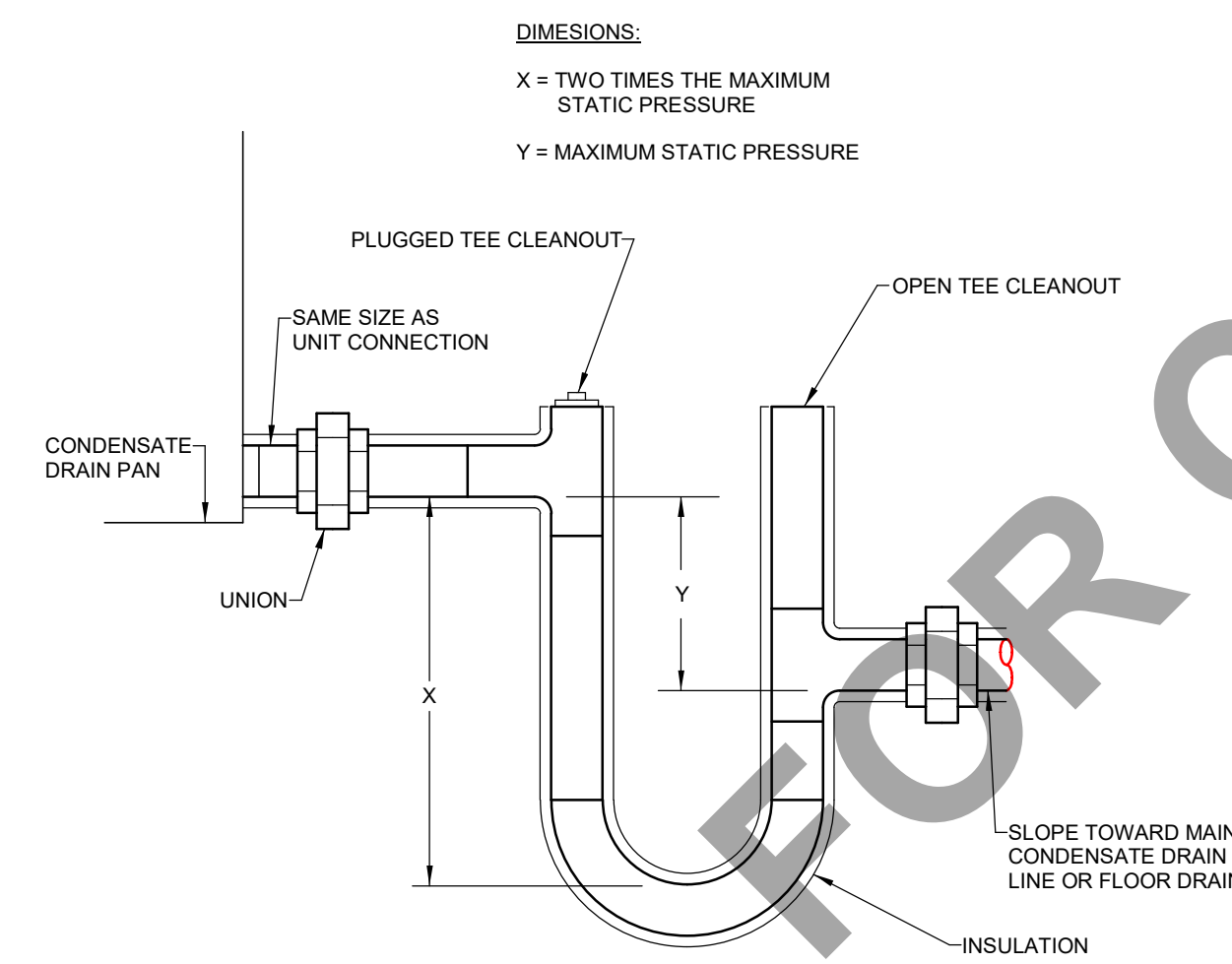


TYPICAL AIR HANDLING UNIT CONTROLS



UV LIGHTS DETAILS

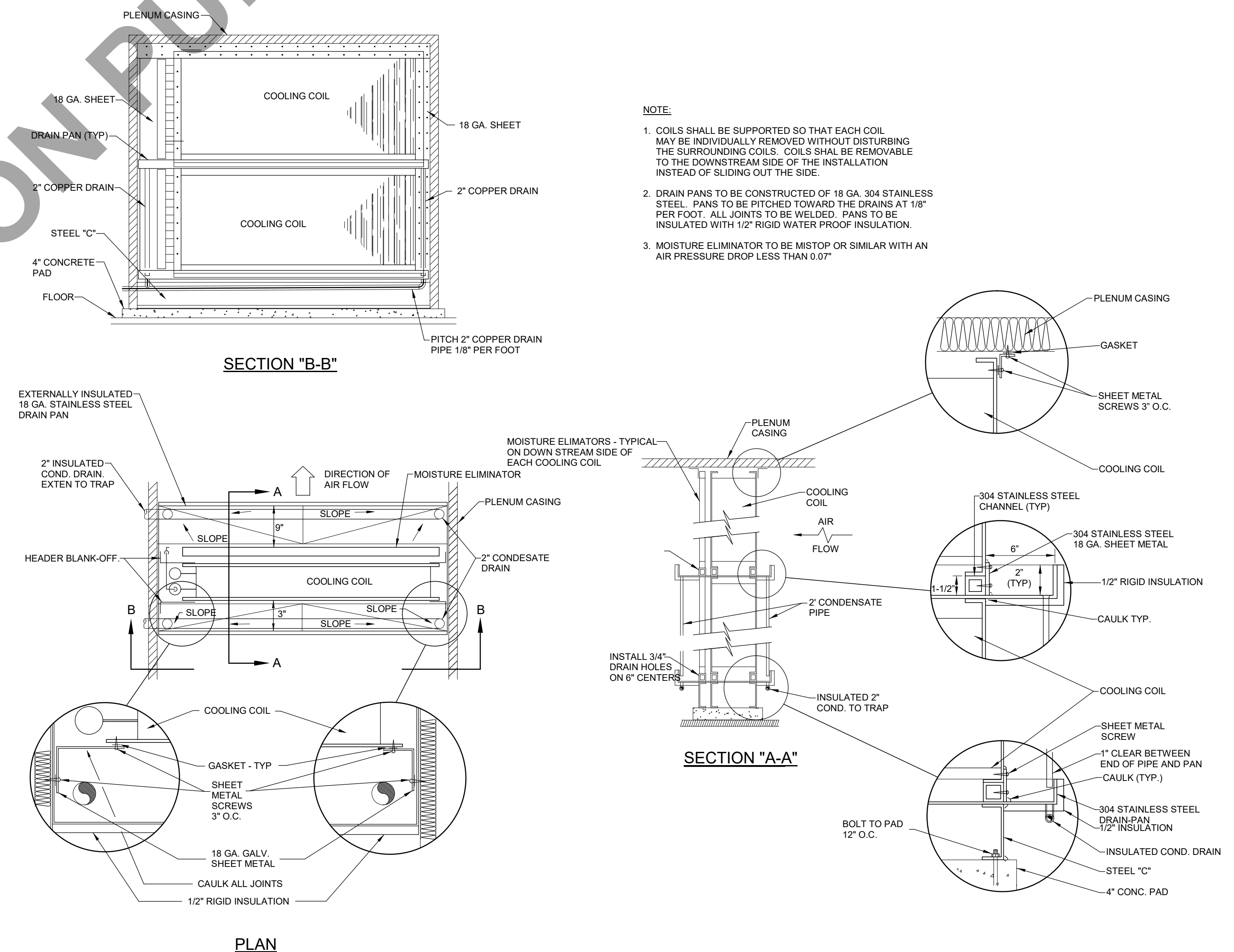
SIZES AND QUANTITIES MAY VARY. INSTALL PER MANUFACTURER'S INSTRUCTIONS



CONDENSATE DRAIN TRAP DETAIL

SCALE: NONE

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COOLING COIL INSTALLATION DETAILS

SCALE: NONE

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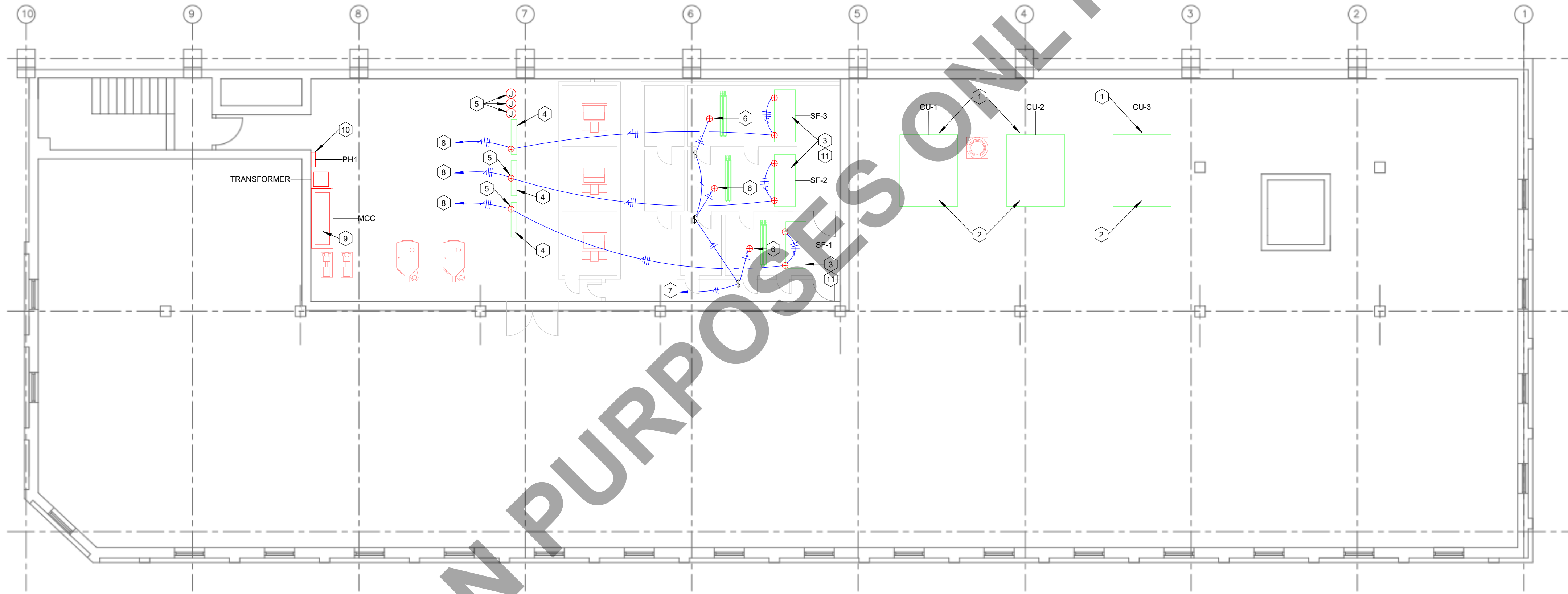
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ELECTRICAL LEGEND

EQUIPMENT, CONDUITS, ETC.	
	CONDUIT BELOW FLOOR
	CONDUIT ABOVE FLOOR
	ENTRANCE POINT OF CONDUIT THROUGH FLOOR
	WIREWAY OR CABLE TRAY
	WIRE MOLD (FOR POWER AND/OR DATA)
	PANELBOARD OR TERMINAL CABINET (REFER TO PLANS AND RISER FOR SIZE)
	SECTIONAL SWITCH GEAR (REFER TO PLANS AND RISER FOR NUMBER OF SECTIONS AND LAYOUT)
	TRANSFORMER (REFER TO PLANS AND RISER FOR SIZE)
	JUNCTION BOX
	ENCLOSED CIRCUIT BREAKER
	DISCONNECT SWITCH
	FUSED DISCONNECT
	COMBINATION MAGNETIC STARTER AND FUSED SWITCH
	MOTOR
	WIRE / CONDUIT
	BOTTOM OF DEVICE (IN INCHES A.F.F.)
	SEE NOTE 1 THIS SHEET
	HEADWALL - FOR SERVICES, SEE DETAILS
	GROUND

WALL SWITCHES (BOTTOM 44" A.F.F.) (EXCEPT AS NOTED OTHERWISE)	
	SINGLE POLE
	DOUBLE POLE
	THREE-WAY
	FOUR-WAY
	LOW-VOLTAGE, MOMENTARY
	OCCUPANCY/VACANCY SENSOR SWITCH
	DIMMER
	PILOT LIGHT
	THERMAL OVERLOAD
	THERMAL OVERLOAD WITH PILOT LIGHT
	KEY OPERATED SWITCH
	LIGHTING CONTROL STATION
	MASTER LIGHTING CONTROL STATION

RECEPTACLES (BOTTOM 16" A.F.F.) (EXCEPT AS NOTED OTHERWISE)	
	DUPLEX CONVENIENCE OUTLET
	QUADRAPLEX CONVENIENCE OUTLET
	2" ABOVE BACKSPLASH/COUNTER DUPLEX OUTLET. COORDINATE WITH ARCHITECTURAL DRAWINGS.
	GROUND FAULT INTERRUPTING OUTLET
	WEATHERPROOF OUTLET
	SWITCHED/CONTROLLED DUPLEX OUTLET
	DUPLEX RECEPTACLE ON EMERGENCY CIRCUIT
	CEILING MOUNTED RECEPTACLE
	USB DUPLEX RECEPTACLE
	SIMPLEX WALL OUTLET (RATING AS NOTED)
	WALL OUTLET (240V, 1-PHASE) (RATING AS NOTED)
	WALL OUTLET (240V, 3-PHASE) (RATING AS NOTED)
	FLOOR BOX / POKE-THRU FOR POWER AND/OR DATA
	HOOD CONNECTION
	EQUIPMENT CONNECTION
	CONTROL RELAY



ELECTRICAL PENTHOUSE/ROOF PLAN
SCALE: 1/8" = 1'-0"

ELECTRICAL DEMOLITION GENERAL NOTES:

- BEFORE START OF WORK, THE CONTRACTOR SHALL CHECK ALL EXISTING DEVICES, LIGHT FIXTURES AND EQUIPMENT THAT IS NOTED OR REQUIRED TO BE REUSED TO SATISFY THEMSELVES THAT THEY ARE OPERATING PROPERLY. SHOULD ANY OF THE ITEMS NOT BE OPERATING, THE CONTRACTOR SHALL REPORT SAME TO THE ENGINEER AND AVOID DIRECTIONS. CONTRACTORS NOT COMPLYING WITH THE ABOVE WILL BE RESPONSIBLE FOR PROVIDING OPERATIONAL ITEMS AT HIS EXPENSE.
- IN EXISTING AREAS WHERE NEW WORK IS SHOWN, REMOVE ALL EXISTING EXPOSED CONDUITS, WIREMOLD, SURFACE AND FLUSH OUTLET BOXES, WIRING DEVICES, FIXTURES, PANELS, ETC., NOT REQUIRED FOR NEW ARRANGEMENT.
- INSTALL ALL NEW WORK AS INDICATED. FLUSH OUTLET BOXES MAY BE REUSED IF AT PROPER HEIGHT, LOCATION AND IN GOOD CONDITION. EXISTING CONCEALED CONDUITS MAY BE REUSED IF IN GOOD CONDITION. CIRCUITRY SHOWN ON PLANS SHALL GOVERN. ALL OTHER MATERIALS REMOVED SHALL BE REMOVED FROM THE JOB SITE OR TURNED OVER TO THE OWNER.
- MAINTAIN AND RESTORE, IF INTERRUPTED BY REMOVALS OR IN PATH OF NEW CONSTRUCTION, ALL CIRCUITS, CONDUITS AND FEEDERS PASSING THROUGH AND SERVING UNDISTURBED AREAS (SHOWN OR NOT SHOWN).
- IN GENERAL, REMOVE EXISTING WORK INDICATED. THE DRAWINGS SHOW EXISTING WORK TO THE EXTENT POSSIBLE. HOWEVER, ALL EXISTING WORK MAY NOT BE SHOWN ON THE DRAWINGS. REMOVE OR RELOCATE EXISTING MECHANICAL AND ELECTRICAL WORK THAT INTERFERES WITH NEW WORK EVEN IF IT IS NOT SHOWN ON THE DRAWINGS. RELOCATE EXISTING WORK THAT MUST REMAIN IN SERVICE THAT INTERFERES WITH NEW WORK EVEN IF IT IS NOT SHOWN ON THE DRAWINGS. TURN OVER TO OWNER REMOVED EXISTING EQUIPMENT AS INDICATED AND REMOVE OTHER REMOVED EXISTING WORK FROM PROJECT SITE.
- IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO REPAIR ANY HOLES LEFT IN THE EXISTING BUILDING FLOORS, WALLS, OR CEILINGS DUE TO THE DEMOLITION OF THE EXISTING ELECTRICAL SYSTEM.
- ELECTRICAL CONTRACTOR SHALL REMOVE ALL ELECTRICAL CONNECTIONS TO EQUIPMENT TO BE REMOVED. EXISTING EXPOSED CIRCUITS NOT TO BE REUSED SHALL BE REMOVED. EXISTING CONCEALED CIRCUITS NOT TO BE REUSED SHALL BE ABANDONED AFTER CONDUCTORS ARE REMOVED. CONDUITS EXPOSED BY CONSTRUCTION SHALL BE REMOVED.
- ALL EXISTING ELECTRICAL CONNECTIONS AND DEVICES NOT SPECIFICALLY INDICATED TO REMAIN AND NOT REQUIRED FOR THE NEW ARRANGEMENT SHALL BE REMOVED UNLESS OTHERWISE NOTED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SURVEY THE SITE TO DETERMINE THE TOTAL SCOPE OF THE WORK.
- IN RENOVATED AREAS OF EXISTING BUILDING, EXISTING CONDUIT IS SHOWN AS OBTAINED FROM ORIGINAL BUILDING DRAWINGS FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY EXACT ROUTING AND LOCATION FOR RECONNECTING CIRCUITS AS SHOWN OR REQUIRED TO WORK WITH NEW SYSTEM.

ELECTRICAL GENERAL NOTES

- PROVIDE SUPPORTS FOR ALL VERTICAL CONDUIT RUNS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
- ELECTRICAL CONTRACTOR SHALL INSTALL ALL ELECTRICAL EQUIPMENT IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
- PROVIDE A COPY OF ALL COMPLETED PANEL SCHEDULES IN THE O & M MANUAL.
- ALL CONDUIT SHALL BE HOMERUN TO PANELBOARDS AS INDICATED ON THE DRAWINGS. COMBINING OF CIRCUITS IN HOMERUNS WILL NOT BE ACCEPTABLE. ANY DEVIATIONS IN SUCH WORK WILL NOT BE APPROVED EXCEPT AS REQUIRED TO MEET THE NATIONAL ELECTRICAL CODE OR BY PERMISSION OF THE ENGINEER.
- ALL CONDUIT SHALL BE CONCEALED IN EXISTING AND NEW WALLS AND CEILINGS EXCEPT MECHANICAL ROOMS. REFER TO SPECIFICATIONS.
- ELECTRICAL CONTRACTOR SHALL LOCATE ALL ELECTRICAL EQUIPMENT AS REQUIRED TO INSURE MINIMUM CLEARANCES ARE PROVIDED IN ACCORDANCE WITH THE N.E.C.
- ALL SCHEMATICS ARE FOR BID PURPOSES ONLY. SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH WIRING DIAGRAMS OBTAINED FROM THE MANUFACTURER.
- ROUGH-IN FOR EQUIPMENT SHALL BE DONE IN ACCORDANCE WITH APPROVED SHOP DRAWINGS.
- THE CONTRACTOR SHALL PROVIDE EQUIPMENT GROUNDING CONDUCTORS IN ALL FEEDERS TO GROUND BUS IN PANELBOARDS AND IN ALL CIRCUITS TO EQUIPMENT AND RECEPTACLES. SEE SPECIFICATIONS.
- LIQUIDTITE FLEXIBLE METAL CONDUIT (LFMC) SHALL BE USED FOR FIXTURE WHIPS TO MOTORS. FLEXIBLE CONDUIT TO MOTORS SHALL BE A MINIMUM OF 3/4" AND SHALL NOT EXCEED 24" IN LENGTH.
- NO MORE THAN AN EQUIVALENT OF 270 DEGREES OF BEND, INCLUDING OFFSETS, IS ALLOWED IN A CONDUIT RUN BETWEEN JUNCTION BOXES OR PULL BOXES.

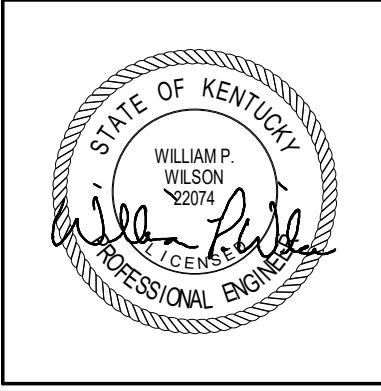
ELECTRICAL SPECIFICATIONS

- CONDUCTORS:**
 - THIN COPPER - SOLD FOR #10 AND SMALLER, STRANDED FOR LARGER THAN #10.
 - MINIMUM CONDUCTOR SIZE SHALL BE #12 AWG.
- RACEWAYS & BOXES:**
 - MINIMUM CONDUIT SIZE SHALL BE 3/4"
 - INTERIOR CONDUITS SHALL BE EMT WITH INSULATED COMPRESSION FITTINGS AND INSULATED BUSHINGS FOR CONDUITS 2-1/2" AND SMALLER. CONDUITS LARGER THAN 2-1/2" MAY BE SETSCREW OR COMPRESSION TYPE.
 - EXTERIOR CONDUITS THAT ARE EXPOSED SHALL BE GALVANIZED RIGID STEEL.
 - EXTERIOR CONDUITS BELOW GRADE OR SLABS SHALL BE SCHEDULE 40 PVC AND TRANSITION TO GALVANIZED RIGID STEEL JUST BEFORE EXTENDING UP TO BE EXPOSED.
 - INTERIOR BOXES: 4" SQUARE STAMPED STEEL BOXES.
 - EXTERIOR BOXES: DIE-CAST ALLOY TYPE.
 - MASONRY ANCHORS TO BE LEAD TYPE - PLASTIC ANCHORS ARE PROHIBITED.
- FEEDERS AND BRANCH CIRCUITS:**
 - SINGLE THIN CONDUCTORS IN RACEWAY.
 - INSTALL GROUNDING CONDUCTOR IN ALL FEEDERS AND BRANCH CIRCUITS.

CODED NOTES:

- DISCONNECT EXISTING CIRCUIT FROM EXISTING CONDENSING UNIT TO ALLOW CONDENSING UNIT TO BE REMOVED BY THE HVAC CONTRACTOR. REMOVE CIRCUIT WIRING BACK TO THE MOTOR CONTROL CENTER.
- THE EXISTING DISCONNECT WILL BE RE-USED FOR NEW CONDENSING UNIT. VERIFY PROPER FUSING PRIOR TO RECONNECTION TO THE NEW CONDENSING UNIT. THE NEW CONDENSING UNIT FEEDER SHALL CONSIST OF (4) #8's AND (1) #6 GROUND IN A 1-1/4" CONDUIT.
- DISCONNECT EXISTING CIRCUIT FROM EXISTING SUPPLY FAN TO ALLOW FAN TO BE REMOVED BY THE HVAC CONTRACTOR. REMOVE CIRCUIT WIRING AND CONDUIT BACK TO SOURCE. REMOVE ALL EXPOSED, ABANDONED CONDUIT.
- NEW SUPPLY FAN CONTROL PANEL. PROVIDE ELECTRICAL CONNECTIONS AS REQUIRED. SEE HVAC PLANS FOR ADDITIONAL INFORMATION.
- REMOTELY MOUNTED CONTROL POWER TRANSFORMER FOR THE FAN CONTROL PANEL. PROVIDE CONNECTIONS TO CONTROL PANEL IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. COORDINATE LOCATION WITH THE HVAC CONTRACTOR. CONTROL POWER CONNECTIONS TO CONSIST OF #12 WIRE IN 3/4" CONDUIT.
- MAKE CONNECTION TO UV LIGHTS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- NEW UV LIGHT CIRCUIT CONSISTING OF #12 WIRE IN 3/4" CONDUIT. ROUTE NEW CIRCUIT TO EXISTING PANELBOARD PH1.
- NEW FAN FEEDER CONSISTING OF (4) #10's AND (1) #12 GROUND IN 3/4" CONDUIT. ROUTE TO THE CORRESPONDING STARTER IN THE EXISTING MOTOR CONTROL CENTER FOR THE FAN BEING REPLACED. FOR EACH EXISTING STARTER - REMOVE THE CONTACTOR SWITCH OVERLOAD RESET AND DISCONNECT ANY CONTROL WIRING. CONNECT THE NEW FEEDER CIRCUIT TO THE LOAD SIDE OF THE EXISTING FUSES. INSTALL BLANKS OVER THE REMOVED SWITCH AND PUSHBUTTON OPENINGS.
- PROVIDE AND INSTALL AN ENERGY USAGE METER TO MONITOR THE INCOMING FEEDER TO THE EXISTING MOTOR CONTROL CENTER. ENERGY METER SHALL BE EQUIVALENT TO SQUARE D POWERLOGIC ENERGY METER WITH EXTENDED RANGE ENERGY METER COMMUNICATION BOARD, MODBUS TO BACNET MSTP INTERFACE, AND CTs AS REQUIRED. SELECT ENERGY METER AND CTs TO ACCOMMODATE EXISTING FEEDER TO MOTOR CONTROL CENTER. INSTALL CTs AND METER COMPONENTS. PROVIDE INTERCONNECTIONS, AND PROVIDE PROGRAMMING INCLUDING CONNECTION TO HVAC CONTROL SYSTEM FOR MONITORING.
- PROVIDE AND INSTALL A NEW 20A SINGLE POLE BREAKER IN THE PANELBOARD PH1 TO SERVE THE NEW UV LIGHT CIRCUIT. UPDATE THE PANELBOARD SCHEDULE ACCORDINGLY.
- EXISTING FAN IS BEING REPLACE WITH A NEW FAN ARRAY. SEE HVAC PLANS FOR ADDITIONAL INFORMATION. THE FAN ARRAYS CONSIST OF MULTIPLE FANS IN ONE ASSEMBLY. PROVIDE POWER CONNECTIONS TO EACH FAN IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FROM THE CONTROL PANEL.

NOTE: IT IS NOT INTENDED THAT THE PLANS SHOW ALL OFFSETS IN PPES, CONDUITS, AND DUCTS REQUIRED FOR INSTALLATION OF THE WORK. DETAILS AND SECTIONS ARE INCLUDED FOR SOME AREAS TO SHOW INTENDED RELATIONSHIP OF THE WORK OF VARIOUS TRADES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTORS TO COORDINATE INSTALLATION OF THE WORK AND TO PROVIDE THE NECESSARY OFFSETS, TRANSFORMATIONS, AND FITTINGS REQUIRED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION CONFLICTS BETWEEN THE WORK OF VARIOUS TRADES. DETAILS AND SECTIONS ARE SHOWN FOR THE CONTRACTORS CONVENIENCE AND SHALL NOT BE CONSIDERED COMPLETE IN EVERY DETAIL.



ELECTRICAL PENTHOUSE/ROOF PLAN
LFUCG GOVERNMENT CENTER ANNEX MECHANICAL UPGRADES
 LFUCG BID NUMBER 79-2022

REVISIONS		
#	DESCRIPTION	DATE

DATE: 07/12/2022
 SF JOB#: 21537
 DRAWN: BW
 CHECKED: WT
 SHEET
E103



ADDENDUM #2

RFP Number: #1-2023

Date: January 25, 2023

Subject: Design Services for Government Center Annex & Police
Headquarters Roof Replacement

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

1. Pre-proposal sign-in sheet is attached.
2. Review of the roof drain systems, overflow requirements, and replacement of faulty drains shall be considered as part of the overall design scope.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____



SIGN-IN SHEET

Pre-Proposal Meeting #1-2023 Design Services for Government Center Annex and Police Headquarters Roof Replacement
 January 18, 2023 @ 2:00 PM

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
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Mark A. Arnold	"		859-998-9847	MarkArnold " " "
LARRY KINNARDS	POLICE		859-492-2891	LKINNARDS@LEXINGTONPOLICE.KY.GOV
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