



Government Center Building Envelope Evaluation Services

Lexington-Fayette Urban County Government

RFP# 1-2019 | January 30, 2019

Request for Proposals

Government Center Building Envelope Evaluation Services

RFP #1-2019

January 30, 2019

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January 30, 2019

Todd Slatin, Purchasing Director
Lexington-Fayette Urban County Government
200 East Main St
Lexington, KY 40507

Re: RFP #1-2019 Government Center Building Envelope Evaluation Services

Mr. Slatin:

EOP Architects is delighted to submit its qualifications for the Envelope Evaluation Services for the Lexington-Fayette Urban County Government (LFUCG) Building. EOP and its consultants are duly stating interest in the project, and we are willing to enter into an agreement with the LFUCG.

Renovation, restoration and stabilization projects are some of the most challenging of all project types due to the inherent need to understand and address the many factors associated with existing building conditions. These projects must begin with a thorough evaluation that will test the team. Because EOP has over 37 years of experience renovating and restoring a wide variety of building types as well as evaluating them, we have a reputation for successfully completing the most difficult and challenging of historic rehabilitation projects.

An example of EOP's facility assessment experience is our in-depth study of the Historic Fayette County Courthouse, which provided a clear road map for the renovation. Our expertise includes the Louisville Metro Government's Facility Needs Assessment, which analyzed and recommended uses for the metropolitan police headquarters and the historic Fiscal Court Building. Further experience includes the JCTC Seminary Building Foundation & Masonry Stabilization, the L&N Building and the University of Louisville's Athletic Facilities Assessments.

On the following pages, please find our response to your submittal requirements, other information and required forms.

Respectfully,

A handwritten signature in black ink, reading 'Richard J. Polk, Jr.' in a cursive script.

Richard J. Polk, Jr., AIA, LEED AP
Principal

EOP Architects
rpolk@eopa.com

01

Submittal Requirements

01 Submittal Requirements



Figure 5.1: Ortho-photographic documentation of Main Street (South) Elevation.

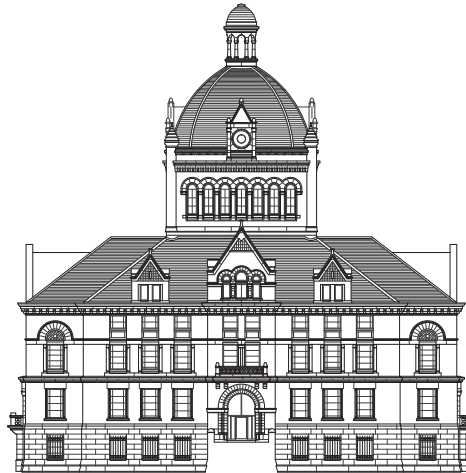


Figure 5.2: Line drawing of Main Street (South) Elevation.

1899 Fayette County Courthouse
Conditions Assessment & Rehabilitation Plan for the Restoration and Reuse of the 1899 Fayette County Courthouse
19 March 2015



Left: Excerpt from EOP's Old Fayette County Courthouse Restoration Plan

Company Information & Qualifications

With offices in Lexington and Louisville, Kentucky, EOP Architects has designed projects throughout the United States as well as China.

Rick Ekhoﬀ and Paul Ochenkoski founded the firm in 1981; Richard Polk accepted a principal position in 1989. Together, the three established a cultural foundation and core philosophy focused on design and technical excellence. In 2006, the leadership was expanded to include architect Brent Bruner and interior designer Chris Estes.

These values—combined with client diversification, an unwavering commitment to client service and a passion for creative challenges—have fostered our success and defined our reputation for outstanding design. The firm has received numerous regional and national design awards and earned the Firm of the Year award from the AIA Kentucky in 2010.

Project types include office, research, mixed-use, educational, health care, hospitality, recreation and fitness, residential and retail. Clientele has included both the public and private sector and ranged from federal, state and local government institutions to Fortune 500 corporations and private developers.

As a supplement to our design portfolio, EOP has specific, recent experience performing facility assessments for clients such as the LFUCG, Louisville Metro Government, multiple academic institutions and private developers. We are experts in the field of renovation and the revitalization of existing buildings. We know buildings, and we know what to look for because of this collective experience.

Another of the firm's most distinguishing values is our commitment to innovative design, particularly when it comes to owner/user interaction. The EOP culture and project approach center around eﬀectively listening to our client's needs, challenging the status quo and facilitating the project process through energetic design charrettes, or workshops that bring together owner and design team to discuss and develop the best possible aesthetic and functional solutions for the project.

EOP strongly believes that the owner/user must be an integral member of the design team and that the final and best solution is a result of understanding the client's needs, exploring the alternatives and accepting nothing less than excellence.

Tracking Customer Satisfaction

To both learn from our past endeavors and to continue the strong relationships created during the course of our projects, EOP makes use of a post-occupancy communication tool called "The Dig." The purpose of this tool is to dig back to the inception of a project to unearth the vision created at that time. We then learn from the client how well we were able to turn dreams into reality, and how successfully the project has responded to the client's evolution over time. We are constantly talking to our past clients to discover this information, which, when communicated to our current clients via their design teams, is invaluable. EOP knows our most important asset is our clientele, and our commitment to exceeding client expectations, combined with our notable technical and design capabilities, has resulted in a repeat or referred client base that accounts for over 75% of the firm's workload.

Training and Quality Control Programs

EOP's staff of licensed architects and other professionals continually train and educate themselves to ensure utmost competency in their fields of expertise. As licensed architects in Kentucky, we are required to compile at least 12 hours of certified HSW (health, safety, welfare) continuing education each year in addition to the 6 hours of continuing education necessary to maintain good standing with the AIA (for a total of 18 hours per year). EOP enables and supplements this education by allowing time for and paying for the continuing education of its professionals. We also regularly bring training programs in house and host "Lunch & Learn" sessions in the office featuring design, construction and manufacturer experts that present on specific topics of interest to the firm and the profession.

All of EOP's architectural interns (not yet licensed) are paired with a licensed architect mentor to ensure continued development of the interns professional skills. We also encourage and assist interns in their pursuit of licensure and participate in the NCARB's IDP (intern development program).

EOP maintains an active and mutually beneficial relationship with the University of Kentucky College of Design. EOP's professionals participate in design classes, sometimes as teachers, sometimes as students and often as jurors sitting in on student project reviews. EOP annually sponsors scholarships for both architecture and interior design students. Two of EOP's principals sit on UK College of Design Advisory Boards.

Quality control is an integral part of EOP's design process, and we believe every member of the project team has a role to play. Our form of quality control is not about catching mistakes...it's about avoiding them. Successful projects depend equally on strong, creative leadership as well as effective management.

Our framework for quality control is based on eight critical elements:

1. Quality Control Plan

We establish quality control standards at the start of the design. Our approach to high quality control results from:

- Involving the client team, construction team and consultants in establishing the overall team goals and objectives;
- Holding independent in-house "concurrent" review of documents during each project phase;
- Using Building Information Modeling (BIM), which thoroughly evaluates constructability, potential system conflicts and coordinates disciplines within a 3D environment;
- Employing full team coordination reviews.

2. Commitment of Leadership & Continuity of Team

We involve the whole team from day one; each team member "owns" the project, understands it, and feels a commitment to its success. We become partners with you and are committed to the best possible project outcome.

3. Tailor the Process to Your Decision-Making Structure

We will help you develop a process that works for your culture, involving the right people, assuring effective communication with all stakeholders and structuring alternatives and recommendations in ways that assist in your decision-making.

4. Follow Your Criteria

We play by your rules, your criteria and your decisions. Everyone on the team researches your design criteria, space program and project issues. We set priorities and goals with you and constantly check the design for compliance and quality.

5. Identify and Resolve Conflicts Before Crisis or Delay

Our experience and ability allow us to identify project concerns before they become problems and help us work with you to identify alternative solutions. Ac-

tive issue and decision matrices keep the team focused during weekly meetings.

6. Provide Rigorous Documentation

Project processes and decisions are documented and identify action items, due dates and responsible personnel. Accurate record keeping alleviates misunderstandings and costly backtracking.

7. Conduct Methodical Plan Checks & Reviews

We regularly schedule concurrent/in-line reviews with published agendas and criteria checks. Any changes are corrected immediately and then rechecked. Our reviews ensure coordination and accuracy among all documents, and in turn ensure cost and quality control.

8. Control Costs Continuously

Throughout the design process, we will help establish workable project budgets, accurately predict cost elements and minimize time consuming cost/budget reconciliations.

Current Employees

EOP currently employees 29 persons including 16 architects, 6 architectural technicians/interns, 4 interior design professionals and 3 administrative professionals.

General Firm Qualifications

EOP has two offices in Kentucky. The Lexington office is the headquarters and has been located downtown since its inception. Our office in the historic Lexington Building is directly behind the Old Fayette County Courthouse, which EOP studied in depth for its renovation plan. All work for this project will be performed at EOP's Lexington office at 201 W. Short St.

EOP has no pending litigation.



Above l-r: Press Hotel Renovation (Kevin Gough experience); LFUCG Senior Center; Court Square Building Renovation

Project Team

- **EOP Architects** — Architecture/Interiors/Leadership
- **S&ME** — Site Access, Testing and Intrusive Investigation
- **Brown+Kubican** — Structural Engineering
- **Air Source Technology** — Hazardous Material Investigation

EOP Architects is committing firm principals to this project. **Principal Richard Polk, AIA, LEED AP**, will be assigned the duties of principal-in-charge. Richard completed similar duties on the Louisville Metro Government Facility Needs Assessment as well as the Old Fayette County Courthouse Study. As one of the region's leading practitioners of sustainable design, he was EOP's principal on the first LEED-certified building in Kentucky, Berea College's Lincoln Hall. Richard has been a consultant to the Kentucky Finance Cabinet and helped develop Kentucky's High Performance Building Standards.

Principal Kevin Gough, AIA, will be your project manager. Prior to joining EOP, he gained valuable experience as a project manager with firms specializing in design and renovation, commercial/retail and residential work. Kevin has served as project manager on a wide variety of public jobs including Louisville Metro Government's Facility Needs Assessment and the nearly complete Capital Plaza Office Building in Frankfort.

Prior to joining EOP, Kevin was the lead architect on the adaptive re-use of a 1920's office building in Portland, Maine, a building remarkably similar in construction, scale and detail to the LFUCG Government Center building. Kevin's experience on that

project, which converted the National Historic Registered building into the award-winning, boutique Press Hotel in 2015, will be invaluable in the investigation of the Government Center building.

S&ME, Inc. is built for versatility. They deliver engineering, design, environmental sciences, geotechnical services and construction services that meet the increasingly complex demands of infrastructure projects. Founded in 1973 as a local geotechnical engineering firm, S&ME has grown to an 1,100-person corporation operating from 36 offices across the nation. Employing a diversity of services and collaborative approach, S&ME provides practical solutions to their clients' infrastructure, development and environmental challenges.

Joseph Moore, PE, CWI, MSI will be the team's lead assessor for the project. Based in Lexington, he brings over 10 years of experience. Charles Olgee, PE will provide technical assistance and review services for the project bringing over 24 years of experience in building condition assessments and evaluation of historic structures. Justin Wilson, PE will serve as pilot for the UAV, and is an FAA-certified Commercial sUAS remote pilot.

Brown + Kubican provides structural engineering consultation for buildings of all types, sizes and material systems using state-of-the-art analysis and BIM software. They have extensive experience with healthcare, educational, institutional, recreational, commercial, hospitality, industrial, religious and residential uses; and are equally adept at renovation, renewal, adaptive reuse and new construction. B+K provides component design and construction engineering services including shoring, bracing, load path verification, value engineer-

ing, and bid consultation, as well as forensic, performance and due-diligence investigations, condition assessments and feasibility studies.

Dan Kubican, PE has worked with EOP for well over 15 years, and will serve as the structural engineer for the project.

Since 1994, **Air Source Technology, Inc.** has been a leader in investigating and solving environmental, health and safety issues. ASTI provides a full spectrum of diagnostic services to industrial, commercial, residential, healthcare and institutional clients. ASTI has been dedicated to providing prompt, quality services. ASTI's industrial hygienists, engineers, safety consultants and building science professionals are equipped with the most advanced instrumentation and training needed to investigate and analyze your particular environmental, exposure or safety-related concern.

ASTI provides on-site investigations, audits, management plans and employee training programs for industry, lead risk assessments, industrial hygiene studies and asbestos inspections for industrial, commercial, medical, residential, and public institution clients.

The supervising board-certified industrial hygienist will be **Bruce Fergusson, CIH, PE (ret)**. **Mike McGonigle, MSPH** has over 30 years field experience in environmental monitoring.

EOP has worked with S&ME, B+K and AST on dozens of projects in the past 15 years.



Richard J. Polk, Jr., AIA, LEED AP

Principal | EOP Architects

Role: Principal-in-Charge

Since joining the firm in 1984, Richard has provided planning, programming and management services for civic, office, academic, laboratory/research, government, healthcare and industrial facilities. Richard's primary responsibilities include the oversight of the firm's most demanding projects and supporting project managers as needed to ensure adherence to schedule, budget, and client service.

Background

Bachelor of Architecture, University of Kentucky, Lexington, KY

Registered Architect, Kentucky #2932

U.S. Green Building Council: LEED Accredited Professional

American Institute of Architects — Kentucky: President 2012 & 2011; Vice

President 2010; Secretary 2009; Treasurer 2008;

AIA East Kentucky Chapter, Past Treasurer

Selected Project Experience

Old Fayette County Courthouse Renovation Master Plan, Lexington, KY

Louisville Metro Government Facility Needs Study, Louisville, KY

L&N Building Floor Stabilization, Louisville, KY

UofL Athletic Facilities Assessments, Louisville, KY

JCTC Seminary Building Foundation Remediation, Louisville, KY

Kentucky Center for the Performing Arts Emergency Services, Louisville, KY

Kentucky International Convention Center, Louisville, KY

Southland Christian Church Richmond Road, Lexington, KY

Lincoln Hall Renovation, Berea College, Berea, KY

Boone Tavern Renovation, Berea College, Berea, KY (LEED Gold Certified)

UK Lee T. Todd, Jr. Building (College of Pharmacy), Lexington, KY

Rupp Arena/Lexington Convention Center, Lexington, KY



Kevin Gough, AIA

Principal | EOP Architects

Role: Project Manager

Kevin has 20 years of experience in architecture and has been project manager/architect on a variety of complex project typologies including office, hospitality and residential. His areas of expertise include cost and schedule control, project management, construction administration, life/fire safety and code compliance. Kevin has extensive historic preservation/adaptive re-use experience, as well as leading many studies for historic structures.

Background

M. Architecture, Cornell University; B. Architecture, University of Kentucky

American Institute of Architects

Society of Architectural Historians

Registered Architect, Kentucky #7782

Maine Historic Preservation Honor Award, 2015, 2014, 2013, 2011

USA Today 10 Best Readers Choice Award, 2015

Olive Tjaden Scholarship, Cornell University

Selected Project Experience

Louisville Metro Government Facility Needs Study, Louisville, KY

The Press Hotel and Union Restaurant*, Portland, ME

Capital Plaza Reconstruction, Frankfort, KY

KEMI Headquarters, Lexington, KY

Kennebunk Savings Bank Headquarters*, Kennebunk, ME

Portland Harbor Hotel Annex*, Portland, ME

53 Danforth*, Portland, ME

The Inn at Diamond Cover, Great Diamond Island*, Portland, ME

The Mill at Saco Falls, Laconia Mill District*, Biddeford, ME

Emery School Apartments*, Biddeford, ME

* while with other firms.

Charles Oligee, PE

Principal Engineer | **S&ME**

Charles Oligee is a principal engineer with S&ME's Huntsville office. He has over 24 years of experience in environmental engineering and facilities consulting. He has performed numerous facility and property condition assessments for commercial offices, retail developments, medical facilities, high-rise structures and historic properties. His primary areas of expertise include water intrusion evaluation; building envelope assessment, forensic masonry evaluation, foundation/structural assessment, and pavement evaluation. Experience includes facility evaluation and mitigation projects from small to large.

Background

BS, Civil Engineering, University of Kentucky
PE, KY, #20976; AL, #26191; MS, #16379

Selected Project Experience

TVA Muscle Shoals Redevelopment, Muscle Shoals, AL (2017-2018)

Mr. Oligee assisted a confidential client in a prepurchase evaluation of approximately 1,000 acres of the 2,200-acre Tennessee Valley Authority Muscle Shoals Reservation designated as surplus by TVA and scheduled for auction. The project included review of historic and environmental documents dating back to the original construction in 1918.

Former Tennessee State Office Building, Nashville, TN (2017)

Mr. Oligee assisted a confidential client in a prepurchase evaluation of a 45,000-square-foot, four-story office building in Nashville. The building was constructed in 1960, and consisted of a cast in-place concrete frame with exterior granite panels and aluminum curtain wall systems. Charles worked with the client and mechanical engineers/contractors to develop an estimated cost to modernize the 50 year old mechanical/HVAC systems.

Joseph A. Moore, PE, CWI, MSI

Lead Assessor | **S&ME**

Joe Moore is experienced in the field of materials testing and special inspections including laboratory and field testing of soils, concrete, asphalt and adhesive anchors. Additionally, he is experienced in reviewing footing excavations, deep foundations, rammed aggregate piers, structural steel, structural steel, reinforced concrete, masonry, wood framing and spray-applied fireproofing.

Background: B.S. Civil Engineering / Geology, University of Kentucky
ICC – Master Special Inspector; Structural Steel & Bolting Special Inspector;
Reinforced Concrete Special Inspector; Reinforced Masonry Special
Inspector; Structural Welding Special Inspector

Selected Project Experience: 21C Museum Hotel, Lexington, KY; Lexington Senior Citizens Center, Lexington, KY (with EOP); UK Gatton College of Business and Economics Addition, Lexington, KY; Town Branch Wet Weather Storage Facility, Lexington, KY; The Venue at Malibu, Lexington, KY

Justin K. Wilson, PE, SI

FAA Remote Pilot/NDT and Evaluation Specialist | **S&ME**

Mr. Wilson is the lead project engineer for S&ME Drone Program and Concrete Non-Destructive Testing. He has served as ICC Special Inspector and Non-Destructive Testing Technician on a wide range of projects including transportation, light and heavy commercial, water and waste water treatment plants and industrial facilities. He incorporates aerial photography into the firm's current surveying practices, quality control, confined space inspections and environmental studies. Mr. Wilson is an FAA-certified Commercial Remote Pilot for small unmanned aerial systems.

Background

BS, Civil Engineering, University of Kentucky
PE, KY, #20976; AL, #26191; MS, #16379

Selected Project Experience

Kentucky State Reformatory Tower, La Grange, KY : Building envelope evaluations and testing for this 15-story tower.

Connie Griffith and Ballard Housing , Lexington, KY : Evaluate building envelopes for the two mid-rise apartment buildings.

Dan Kubican, PE

Structural Engineer | **Brown+Kubican**

Experience includes:

- JCTC Seminary Building (with EOP)
- CHR Building and HSB Building Feasibility Study, Frankfort, KY
- KCTCS Leestown Masterplan with Feasibility Study, Lexington, KY
- AASF Feasibility Study, Boone National Guard Complex, Frankfort, KY

Bruce Ferguson, CIH

Certified Industrial Hygienist | **Air Source Technology**

Firm's Experience



Historic Fayette County Courthouse
Conditions Assessment & Rehab Plan

Lexington, KY

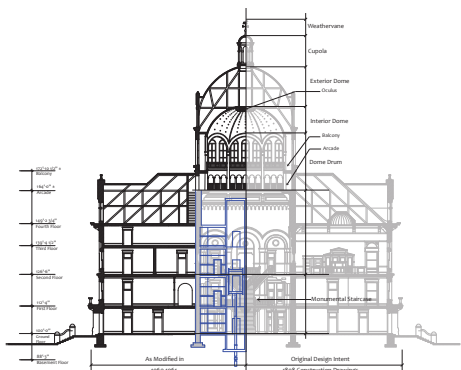
42,767 sq ft

Completed 2015

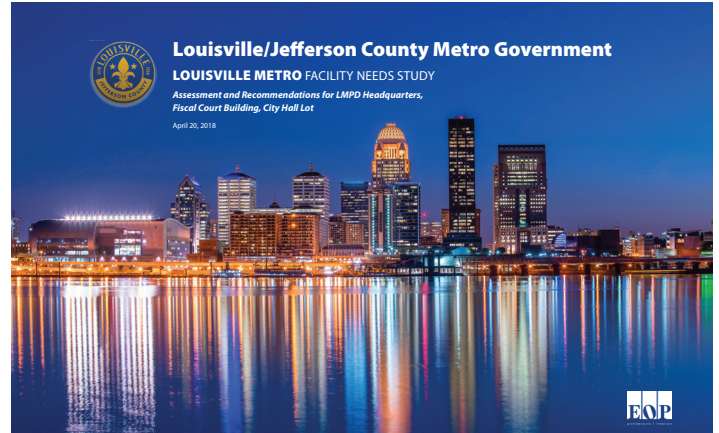
Estimate: \$38,269,991

Actual: \$36,000,000

EOP and Philadelphia-based Preservation Design Partnership were selected to provide a vision for the landmark 1899 Fayette County Courthouse, one of the most significant public buildings in Kentucky and the symbolic center of Lexington. Over the course of its history, a series of unfortunate interventions and changes compromised and removed several of the Courthouse's defining features, including its heroic Rotunda with monumental stair, as well as exterior arched windows. EOP and PDP performed a detailed and comprehensive facility assessment and feasibility study of the historic structure, culminating in the building's renovation.



Left: Excerpt from LFUCG Old Fayette Courthouse Restoration Plan



Louisville Metro Government
Facility Needs Study

Louisville, KY

LMPD HQ: 100,800 sq ft / Fiscal Court Building: 109,570 sq ft

Completed 2018

LMPD HQ Renovation: \$25,200,000 estimate / actual N/A

Fiscal Court Building Renovation: \$27,387,500 estimate / actual N/A

Facility assessment and recommendations for Metro Police Headquarters, Fiscal Court Building and City Hall Parking.

EOP was selected to perform a comprehensive facility needs assessment and presented its results and recommendations for the Louisville Metro Police Department Headquarters Building, the Fiscal Court Building and the adjoining surface lot. The 200-page report noted deficiencies in both buildings, analyzed market conditions and presented conclusions and recommendations.

The EOP analysis found that both buildings violate current codes and standards and have significant concerns, including structural stress fractures and failing stone and masonry veneers. Based on the best use for the property locations and prudent use of funds, EOP recommended that both buildings be demolished and replaced with new construction. EOP also recommended that Louisville Metro Government consider a public-private partnership in which the city teams with a private developer to design, finance, construct and manage the building.



University of Louisville

Athletic Facility Assessments

Louisville, KY

21 different buildings from very small up to large (Cardinal Stadium)

Completion: 2019 est

Cost: Not yet determined

Exterior, interior, site and equipment assessments of 21 athletics facilities including Cardinal Stadium, YUM Center, Musselman Center, Patterson Stadium, Thornton's Academic Center for Excellence, Trager Stadium, Wright Natatorium, Bass-Rudd Tennis Center and others. EOP is working in collaboration with global firm Populous.



L&N Building

Stabilization and Renovation

Louisville, KY

45,445 gr sq ft

Status: Design

Cost: \$9,800,000 est / actual: n/a

The L&N Building Floor Stabilization project involved a thorough documentation of the existing conditions including furniture. The team prepared demolition documents and cost estimates for renovation. The design includes floor stabilization, finishes, elevation adjustments and building components. The design team analyzed the structural capacity of the floors for office occupancy and designed structural repairs. The project replaces and relocates HVAC VAV units, miscellaneous mechanical systems, controls and minor electrical upgrades.

Project includes security improvements, health clinic for Cabinet of Health and Family Services, facility assessment and stabilization on floors 7-3.

The team was selected to continue the work of renovating all remaining floors as well adding an addition.



Fayette County Public Schools

Facility Plan Updates

Lexington, KY

45,000 sq ft

Completed 2015

Estimate: \$1,000,000 / Actual: n/a

Facility condition assessments and recommendations for 13 Fayette County Public School buildings :

9 Elementary Schools

3 Middle Schools

1 STEAM Academy High School



JCTC Seminary Building

Stabilization and Renovation

Louisville, KY

55,000 sq ft

Completed: 2016

Estimate: \$1,812,517/ Actual: \$1,605,995

Subconsultants: Brown + Kubican

EOP Architects and consultants were selected for the structural stabilization, interior and exterior renovation and courtyard restoration of the historic Old Presbyterian Seminary Building in downtown Louisville.

The first phase corrected foundation concerns that existed on all perimeters, improved water drainage around the perimeter and restored the courtyard at the front entrance to its original design.

This 1901 building is listed on the National Register of Historic Places.



Kentucky Center for the Arts

Fire Restoration / Emergency Services

Louisville, KY

23,000 sq ft

Completed 2015

Estimate: n/a / Actual: 3,120,000

Subconsultants: Brown + Kubican

EOP was selected to perform emergency exterior and interior restoration following a significant fire in June 2018.



The Press Hotel *

*Kevin Gough's project from previous firm

Portland, ME

83,506 sq ft / 110-room hotel / 9 stories / Built: 1923

Completed 2015

Estimate: N/A / Actual: \$13,500,000

The Gannett Building, 119 Exchange Street and 390 Congress Street, located opposite City Hall in Portland, Maine, was built in two phases to house the headquarters of the local newspapers, the Portland Press Herald and the Maine Sunday Telegram. The southern and taller block of the building was constructed in 1923 and is a nine-story building including a basement and sub-basement. A utilitarian structure, the entire apparatus of the reporting, editing, printing, and shipping of the newspapers was housed within. The 1948 expansion to its north, a seven-story structure, more refined in character with a polished granite water table and higher quality brick, included at one time a double-height radio station on its upper floors.

Abandoned in 2010 as the newspaper offices left the heart of the Old Port District for the suburbs, the building was in a state of severe disrepair and key ornamental elements of the interior were removed or destroyed. Located as it is at the head of the most prominent shopping and tourism street of Portland, Exchange Street, the vacant structure was becoming a liability to the city but had failed to attract attention or funding for redevelopment.

Other Relevant Experience



LFUCG Senior Center, Lexington, KY



Lexington Convention Center & Rupp Arena Expansion, Lexington, KY



Court Square Building Renovation, Lexington, KY



Kentucky International Convention Center Expansion, Louisville, KY



Kentucky Theater and State Theater Renovations, Lexington, KY



Urban Government Center Redevelopment, Louisville, KY

Old Taylor/Castle & Key Distillery Restoration, Millville, KY
Gratz Park Inn Renovation and Expansion, Lexington, KY

Masonic Temple Renovation, Lexington, KY
Central Bank Tower Renovation, Lexington, KY

Conflict of Interest Statement

EOP and its consultants have no conflicts of interest in providing professional services on this project.

OSHA Compliant Methods

EOP Architects, and our consultants, are familiar with OSHA occupational health and safety regulations and comply with such as part of our design practice, including the use of specific measures and safety devices to prevent or reduce exposure to job site hazards. EOP Architects have been providing architectural design, documents and contract administration services since 1981. During that 38-year period, EOP has never been cited for any violation of any OSHA regulation or standard.

Workload

Project Name	Status
Lexington Convention Center / Rupp Arena	Construction
UofL Athletic Facilities Assessments	Design
Lexington Public Library Master Plan	Design
L&N Building Renovation	Design
KCTCS Administration Headquarters Renovation	Design
Jake's Cigar Bar	Construction
Capital Plaza Office Building	Construction
Bulleit Visitor Center	Construction
Woodford Reserve Welcome Center	Construction
Newtownanner Farm	Construction
The Met	Construction
Athens-Boonesboro Elementary School	Construction
Kentucky Center for the Arts Emergency Services	Construction

References

Sally Hamilton, CAO

Lexington-Fayette Urban County Government
 200 E. Main St
 Lexington, KY 40507
 (859) 258-3133
 shamilton2@lexingtonky.gov

Andy Casebier, Director

Division of Engineering & Contract Administration
 Commonwealth of Kentucky
 403 Wapping Street
 Frankfort, KY 40601
 (502) 782-0316
 Andy.Casebier@ky.gov

Linda Edwards, Vice President

Kentucky International Convention Center
 221 South Fourth Avenue
 Louisville, KY 40202
 (502) 595-3520
 linda.edwards@kyvenues.com

The visual assessments and the probe made to the southeast corner of the building (Figure 5.15) revealed the following:

- The copper liners appear to be original and have far exceeded their expected service life. Several repairs have been made including EPDM patches, roofing cement, etc. (Figure 5.14)
- There are significant gasket deposits to the gaps between the masonry panels and the gutters, indicating that this is an area where leaks occur (Figure 5.15).
- The gutters drain into external downspouts through downspout collection boxes. Several areas have failed seams and there are several areas where water escapes from the rain water collection system. The collector boxes and the rain water downspouts appear to be original and have far exceeded their life expectancy.
- There is extensive biological growth (moss and algae) on the rain water collection system on the south, indicating the significant quantities of water are escaping from the rain water collection system and infiltrating the historic masonry (Figure 5.15).
- The 1950s expansion that altered the Attic masonry arches included installation of steel truss to create the new opening for the new fourth floor windows, which have extensive surface rusting (Figure 5.17 and Figure 5.18).

Proposed Treatments / Repair Gutters and Rainwater Collectors

- Repair/Replace Outlets and Support Structure:** Remove all copper gutter boxes. Remove 100' length of existing and gutter liner support structure and SPS replacement.
- Repair/Replace Downspouts:** Repair all downspout units before new gutter lines are installed.
- Repair/Replace Gutters:** Repair all copper downspout boxes and gutter lines in-kind, matching existing materials, details, and profiles.
- Downspouts:** Repair all copper downspouts in-kind, matching existing materials, details, and profiles.

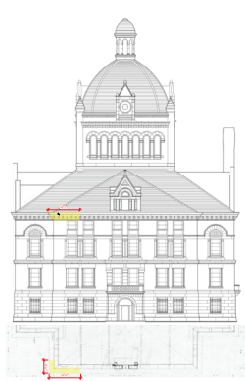


Figure 5.18: Location of probes on southeast corner of the upper tower (East) elevation.




Figure 5.14: Close-up view of gutter repair with EPDM patch and roofing cement.




Figure 5.15: Close-up view of gutter repair with EPDM patch and roofing cement.




Figure 5.16: Close-up view of gutter repair with EPDM patch and roofing cement.




Figure 5.17: Close-up view of gutter repair with EPDM patch and roofing cement.

Above: Excerpts from EOP's Old Fayette County Courthouse Rehabilitation Plan

1. Introduction

The 1899 Fayette County Courthouse is a prime example of Richardsonian Romanesque architecture and is the largest building of its type in the Commonwealth of Kentucky. Designed by Cleveland architect Joseph C. Johnson and Theodore Schreyer and completed in 1899, the building occupies one of the most prominent locations in Lexington (Figure 1.1).

The structure has been continuously in residential use, becoming a vital, architectural, and cultural landmark in the heart of the city. In addition to its historical character, the interior of the building contained a historic staircase, 40 feet wide and over 100 feet high, with an ornamental cast-iron and a neoclassical iron decorative dome supported below an exterior structural dome (Figure 1.2 and Figure 1.3).

As the needs of the County increased, so did the pressure to add additional space to handle the judicial branch of the government. In 1960, the firm of Thomas H. & Associates was retained to develop a scheme for maximizing utilization of the structure. The addition was north and south and four stories were located to the original courtrooms with their rich decoration (Figure 1.4), and the facade was filled with additional stone, masonry, and decorative landscape excavations and retained the original stone of the tower. Through this renovation, one of the most spectacular interior spaces in the Commonwealth was architecturally compromised and one historic building facade was destroyed. In 2003, the court functions were relocated to a new complex, and in 2013 the building was closed due to environmental issues.

In 2014, the Lexington Fayette Urban County Government selected EOP Architects as the Preconstruction Design Firm (PCDF) to provide architectural, historical, and structural services (EOP PCDF 2014) and prepare a study for the reuse of the site and very Old Fayette County Courthouse. This study was very Old Fayette County Courthouse and historic resources.

Over the course of the study, the EOP PCDF team:

- performed a photo-documentation (digital architectural ortho-photography) of the building's exterior to create a baseline document of "as-built" conditions [a complete set of the photographs is included in Appendix 1.1.2];
- performed a visual assessment of the existing conditions;
- recommended a series of probes (descriptive examination) to evaluate areas of concealed deterioration and potential risks;
- utilized a series of planning and design charrettes (workshops) to develop reuse options;
- utilized a historical preservation scope of work;
- prepared a cost estimate; and
- recommended implementation strategies for the proposed planning and concepts.

This document presents the findings and recommendations of the EOP PCDF team and a vision to restore the 1899 Fayette County Courthouse. It is a community resource that should be a lasting center for residents of Lexington and visitors to the Blue Grass Region.




Figure 1.1: Aerial view of the Fayette County Courthouse in Lexington, KY.

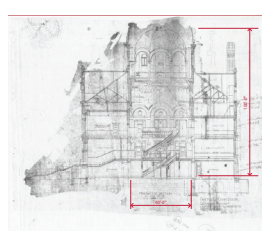


Figure 1.2: North-south building addition showing the exterior structure and historic masonry.




Figure 1.3: Historic staircase with ornamental cast-iron and neoclassical iron decorative dome.




Figure 1.4: Historic staircase with ornamental cast-iron and neoclassical iron decorative dome.

Above: Excerpts from EOP's Old Fayette County Courthouse Rehabilitation Plan

02

Work Plan

02 Work Plan

EOP Architects has completed numerous facility assessment, space planning and market analysis studies over its 37-year history. EOP understands the process and the specific tasks necessary to gather and document information, analyze it and make recommendations based on findings. **This study will become the foundation upon which important planning and financial decisions will be made that will impact LFUCG facilities for decades to come.**

Renovation, restoration and stabilization projects are some of the most challenging of all project types due to the inherent need to understand and address the many factors associated with existing building conditions. These projects will test the team with surprises along the way. Architects must anticipate the unexpected. Because EOP has over 37 years of experience renovating and restoring a wide variety of building types, we have a reputation for successfully completing the most difficult and challenging of renovation, adaptive reuse and stabilization projects. This expertise will prove invaluable as our experience will ensure that no remediation work performed in fulfillment of this assessment would jeopardize the future opportunities that this historic property may provide in terms of historic tax credits should the property ever be returned to the private sector for development. No actions should be taken in the short term which would threaten the long-term value of a property with such a prominent role to play in the urban environment of Lexington.

Collaboration is Key

The process will rely on open communication between all consultants and the owner and stewards of the property, LFUCG, as well as State and Local Historic Preservation Offices, and potentially the National Park Service to ensure all goals are made explicit and are adequately addressed. This process will depend on a series of drafts and reviews. As indicated in the schedule description below, adequate time for presentations and feedback work sessions has been included to ensure that all par-

ties are involved and that all voices have been heard and included in the final documents.

Deliverables Checklist

The EOP Architects team will provide at a minimum those items listed in the RFP as required for the assessment of the building envelope as well for the making of recommendations and cost estimating. As defined in the RFP, the work will be provided as follows:

PHASE I – Condition Evaluation and Assessment of Scope of Work

Phase I will be divided into two tasks:

Task 1: Safe Access Plan

- a. EOP Architects and our consultants will review and become familiar with the “2008 Exterior Restoration & Stabilization of the LFUCG Government Center Feasibility Study” produced by John Milner Associates and will use that information to exhaustively cross-check against current conditions discovered in item b (below), the preliminary site observations. This cross-checking exercise will provide valuable information about those conditions which have changed over the past decade, thus highlighting issues that have become critical in contrast to those issues that have remained unchanged and are therefore potentially stabilized and of less immediate concern.
- b. EOP and our consultants will visually inspect the building envelope from the exterior, the interior and the roof to develop a guide for the full testing and investigation program. This work will determine priorities, formulate hypotheses, and verify assumptions made in the 2008 report as well as those concerns raised by the current LFUCG staff and personnel. All of this investigative and recording work will be performed by the EOP Project Architect, our consultants, and our designated Site Manager with the goal of developing a full site access, testing and intrusive investigation program. Of partic-

ular concern in a building of this era and construction type will be the condition of the mortar joints in masonry; any cracking that is visible or emergent; window lintel corrosion and masonry impact (rust-jacking); sealant adhesion and continuity; window condition; moisture retention in masonry and roofing materials and related biological growth and staining; moisture and liquid water intrusion; roof condition and flashing.

- c. Working closely with S&ME and Air Source Technology as our testing managers, EOP will provide necessary drawings of the property, building elevations and building plans and sections, as well as a written narrative in the form of a project manual supplement, to define the means of safe access to the entirety of the building envelope. This Safe Access Plan will include considerations of sidewalk and street closure permitting (should such be deemed necessary) for the access to the building by man-lift and drone. It will incorporate a timeline of access to prevent intrusion into work spaces to limit the amount of disruption to LFUCG staff offices to the greatest possible extent. The plan will incorporate all necessary notifications of City, State and Federal authorities as they relate to drone piloting, lifts, swing staging, or pedestrian or traffic impact. The plan will include an outline of the intended non-intrusive testing program as well as identification of elements for intrusive testing. The result of the three parts of Task 1 will be a Safe Access Plan which will be reviewed and amended with input from LFUCG, received during the presentation of the material, prior to continuation into Task 2 (below).

2. Facility Assessments

Fiscal Court Building

KEY NOTES/DEFICIENCIES

1. DISGRATIFICATION OF STONE VENEER CLADDING
2. EVIDENCE OF BRICK CLADDING DEBONDING FROM THE MAIN FLOOR
3. IMPROPER REFER TO BRICK CLADDING
4. IMPROPER WINDOW
5. DAMAGED WINDOW
6. WEATHERING AND/OR BIOLOGICAL GROWTH
7. OUTDATED EQUIPMENT
8. ROOF DAMAGE EVIDENCE OF REPAIR
9. EVIDENCE OF BRICK DAMAGE
10. EVIDENCE OF BUILDING SETTLEMENT
11. IMPROPER FINIC EQUIPMENT
12. FAILURE TO MEET CURRENT PLUMBING CODE REQUIRING MEET EACH FLOOR'S RESTROOMS ON EACH FLOOR
13. LACK OF ADA RESTROOM FACILITIES
14. FAILURE TO MEET CURRENT PLUMBING CODE REQUIRING DRAINAGE DOWN ON EACH FLOOR
15. PRESENCE OF POSSIBLE ASBESTOS
16. 11 FEET FLOOR TO FLOOR HEIGHT TYPICAL
17. COVERED ENTRY

3. Space Planning Assessment

3B. Space Requirement Needs

Assessment Summary – Metro Government

Required SF vs. Existing SF

Agency	Required Usable Square Footage	Existing Usable Square Footage	Delta SF
LMPD HQ Building	27,552	26,641	911
County Clerk	29,648	29,276	372
Fiscal Court Building	21,542	18,565	2,977
County Attorney	22,565	21,331	1,234
Sheriff's Office	13,958	13,958	0

Important Primary Finding

During the programming and/or process, there are one item that is not very clear. Due to the insufficient amount of the existing that Court Building and Louisville Metro Police Department Headquarters Building, the agencies are currently occupying much more square footage than is actually required to support their operations. Included on the program is a breakdown of the acceptable square footage that is currently being used versus the actual acceptable square footage required as defined by the programming process.

AGENCY	REQUIRED USABLE SF	EXISTING USABLE SF	DELTA SF
County	26,641	27,552	911
County Clerk	29,648	29,276	372
County Attorney	22,565	21,331	1,234
Fiscal Court Building	21,542	18,565	2,977
Police	27,552	26,641	911
Sheriff's Office	13,958	13,958	0
Subtotal	146,862	146,315	547
COF Total	133,608	133,608	0

Total Court Building Area Usable Area 1,331,000 Sq. Ft.

Above: Excerpts from EOP's Louisville Metro Government Facility Needs Assessment

Task 2: Perform Building Envelope Investigation

- Working in concert with our Site Manager and Testing Manager, the building investigation will be performed with appropriate means of access, including but not limited to visual inspection; drone videography and photography; man-lift inspection and sampling; swing staging or rappelling from certified fall-protection D-rings at the roof level; thermal envelope imaging. Evaluation will focus on the following:
 - Visual observation for indications of moisture and vapor infiltration through the building envelope;
 - Evaluation of chipped and spalled cast stone, stone and brick masonry including mortar joints;
 - Evaluation of deteriorated, corroded and sagging lintels, including "rust-jacking" at the masonry heads;
 - Evaluation of possible failure of weather-proofing systems around the building's openings;
 - Window condition assessment including, window elements, installation, and sealants;
 - Roof condition assessment;
 - Evaluation of moisture intrusion associated with the planters along Main Street

- Testing of materials will be performed on material samples obtained by the following means: destructive material sampling and exposure of construction layers by probe in all masonry, cut stone, cast stone, plaster, roofing, precast panels; roof coring and hazardous material sampling; adhesion testing; structural investigation by both visual as well as destructive methods.
- In coordination with the Testing Manager all samples obtained from the building will be tested in a laboratory to determine condition and durability of the material or its hazardous content. The Project Architect will be the central repository of all testing sample data, including its point of origin, means of extraction, and test results. EOP will maintain a strict protocol for the organization of this information and for the documentation of results and findings.
- Upon completion of any minor testing or inspection task of a destructive nature, the Site Manager will coordinate with appropriate tradespeople for the patching and repair of the material to like-new conditions. It is not anticipated at this time that major destructive testing or inspection involving the removal of significant building assemblies or components, such as sections of masonry veneers, lintels, windows, etc., will

- be necessary. Costs associated with major destructive testing or inspections are not included as part of this proposal. If building conditions warrant major destructive testing or inspection, EOP will notify LFUCG to request approval and negotiate the additional cost of major destructive testing or inspection removal and reassembly/repair.
- Upon completion of the investigation and testing, the recording of findings both on the drawings and in a narrative form, and the analysis of the findings and the preparation of recommendations, the results will be presented to LFUCG, along with preliminary cost estimates and value engineering recommendations, for discussion and comment at the 95% stage of completion. Upon incorporation of comments and necessary revision of the 95% document, the Final document will be presented to LFUCG along with the final cost estimates for the work. The Final Report will include, along with LFUCG comments and inquiries:
 - Site Plan;
 - Floor Plans;
 - Building Elevations and Details;
 - Building Sections;
 - Schedules;
 - A bound project manual containing the survey report, recommendations and final cost estimates.

PHASE II – Design and Construction Administration Phases

General Requirements of Phase II:

- a. In conjunction with the tasks as defined below for the Design and Construction Administration phases, EOP and our consultant team will participate in Council Presentations and work sessions to keep the Council abreast of the findings, recommendations, and implications of decisions made during the formulation of Phase I and the implementation of Phase II of the work.
- b. EOP and its consultants are committed to adherence to the schedule as defined in the RFP, and foresee no circumstances, based on current understanding and information, under which a deviation from the schedule would be necessary.
- c. EOP and consultant team will attend and conduct review meetings & presentations at the end of each design phase listed below.
- d. EOP and its consultants will proactively engage in value engineering recommendations and analyses with third-party estimators at each design phase.

Task 1: Schematic Design Phase

- a. Based upon the information gathered during Phase I, all review sessions and comment periods, and estimating and value engineering, EOP will provide Schematic Design Drawings, including Site Plans, Architectural Floor Plans and Building Elevations documenting the Work, and clearly defining for LFUCG the intent and work plan for review and approval prior to moving forward.
- b. Additionally, the team will provide Outline Specifications, a project narrative, and a Schematic Design Probably Cost Estimate from a third-party construction estimator.
- c. Upon completion of the Schematic Design Documents, EOP and its consultants will present the documents at an Owner Review Meeting for feedback and direction.

Task 2: Design Development Phase

- a. Upon incorporation of feedback from the SD phase, our team will then proceed to the Design Development documents process. The DD set will finalize the Design Intent, and will document all understanding from the Owner Review Meetings. The DD documentation will include:
 - i. Site Plan
 - ii. Architectural Floor Plans and Elevations
 - iii. Building Sections
 - iv. Major Wall Sections
 - v. Typical Construction Details
 - vi. Design Development outline specifications including materials, equipment, fixtures data sheets and other studies, calculations / evaluations as appropriate
 - vii. Design Development Probable Cost Estimate to ensure alignment with the project budget.

Task 3: Construction Document Phase

- a. Upon incorporation of feedback from the DD phase, our team will then proceed to the Construction Documents process. The construction documents will illustrate and describe the further development of the approved Design Development documents and will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. These documents will be sufficient for obtaining final construction pricing, and detailed enough to minimize potential future change orders. The CD documentation will include:
 - i. 100% Construction Document drawings in 24"x36" (or 30"x42") bound format, and will include a cover sheet, site plans and all necessary structural, architectural and other drawings as necessary to completely describe and detail the project.
 - ii. 100% Construction Document Specifications bound into a Project Manual on letter-size sheets, double-sided.
 - iii. Construction Documents Cost Estimate, which will be prepared by a certified third-party estimator, to ensure alignment with any existing project budget and timeline. If applicable, prevailing wage rates will be paid for the construction of this project. EOP and its consultants will be responsible for obtaining the current information from the Kentucky Labor Cabinet, and will incorporate them into the cost estimate.

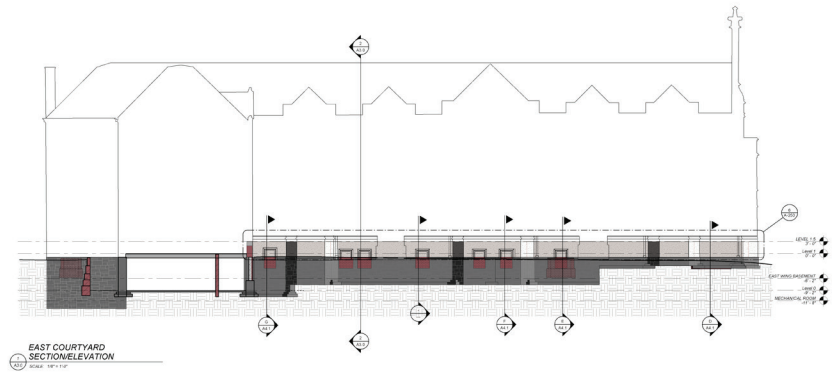
- iv. One additional set of ready-to-advertise drawings will be submitted unbound on 24"x36" (or 30"x42") paper.
- v. One additional set of ready-to-advertise unbound specification masters on 8 1/2"x11" one-sided paper will be provided.
- b. Upon submission of the Construction Document set, EOP Architects will present the set for review at an owner review meeting.
- c. Once all comments have been incorporated and the set has been approved, EOP Architects will follow the Plan Review process in Building Inspections to obtain any required building permits, and will incorporate any review comments from that body into a "ready-to-advertise" corrected construction document set of drawings and specifications.

Task 4: Bidding Assistance

- a. EOP Architects will assist the Owner in bid documents preparation as required, produce a list of items for unit pricing for bid submission, prepare alternate bid scopes as required, and establish a list of prospective contractors. EOP Architects will be responsible for printing the number of sets determined by the appropriate LFUCG representative and the Design Team. Following the Owner's approval of the Construction Documents, EOP will assist the Owner in:
 - i. obtaining either competitive bids or negotiated proposals;
 - ii. confirming responsiveness of bids or proposals;
 - iii. facilitating pre-bid and pre-construction meetings;



Above: JCTC Seminary Building Stabilization and Renovation



- iv. responding to questions and supplying additional information as required via the addendum process;
- v. processing substitution requests;
- vi. making recommendations regarding the successful bid or proposal, if any.

Task 5: Construction Administration

a. EOP Architects will act in the capacity of an agent of the Owner by leading and producing minutes for construction progress meetings and pre-installation conferences, producing field observation reports, reviewing submittals, responding to Requests for Information, producing Supplemental Instructions and/or Proposals for Change Request documents, reviewing pay applications in comparison to work in place, and overseeing construction for quality and to ensure conformity to construction drawings, specifications, and standards.

Task 6: Project Closeout

a. EOP Architects will ensure that all construction work is complete, by performing the following steps:

- i. Ensuring that all items are completed in accordance with plans, specifications, and applicable Codes;
- ii. Conduct a punch list walk through with the appropriate LFUCG representative to create a formal punch list.
- iii. Coordinate closure of RFI's and Change Orders; completion of as-builts; transmission of warranties, approved Operations & Maintenance Manuals (O&M's), extra stock, special tools, and spare parts to be provided per the Specifications and

other Division 1 General Requirements. This information will be compiled per the Project Close Out requirements.

- b. Project Closeout Deliverables will be provided as listed below:
 - i. A completed Project that complies with building design, standards, specifications, strategies, concepts, efficiencies and requirements outlined in all Design Phases above;
 - ii. The Project timeline and budget will be of the utmost priority throughout Construction Administration of the Project and will be strictly adhered to unless otherwise approved by the appropriate LFUCG representative;
 - iii. Coordination of training for the Owner of all the major building systems and equipment that are part of the project;
 - iv. Review and distribute the O&M Manuals for all major building systems and equipment;
 - v. Prepare accurate record drawings that reflect project improvements "as-built" in the field;
 - vi. Provide an electronic version (AutoCAD, pdf, etc.) of all project documents including but not limited to construction plans and specifications at the conclusion of the Project.

Budget

The fee listed in Form of Proposal on pp17-20 includes the cost for all work described herein, all consultants' fees, printing and presentation materials as defined by the Work Plan. The fee will be assessed as a monthly invoice during the period of the work based upon a percentage of completion and in accordance with the schedule, or as agreed upon with LFUCG

Schedule

The timetable indicates that LFUCG would like the Phase 1 Final Recommendations and Feasibility Study no later than June 12, 2019. As indicated on the proposed schedule, the work shall begin no sooner than March 20, 2019, providing 15 weeks to complete the facility assessment, estimating and documentation.

This schedule can be met by only an experienced and capable team.

Fortunately, the EOP team has the experience and size to make it happen; however, adherence to the schedule will take the commitment of LFUCG to ensure the study team has timely access to existing information, the building and, most important, LFUCG personnel. It is the invaluable feedback from owner review meetings and presentations to LFUCG which will guide and inform the final report and recommendations. It will be EOP's focus to ensure the final report contains and addresses all issues with which LFUCG personnel are familiar and to highlight those that were unexpected.

03

Form of Proposal (Fees)

ATTACHMENT A – FORM OF PROPOSAL

Design Services for the Government Center Building Envelope Evaluation Services

Request for Proposal # 1-2019 Form of Proposal

Consultant: EOP Architects

Address: 201 W. Short St., #700
Lexington, KY 40507

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.
- 1. 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 E**). 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 (10 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 the intended OSHA compliant means and methods (man-lift, swing stage, drone, etc.) of accessing the building in order to perform the Phase 1 Building Envelope Investigation. All work shall comply with local, state, and federal codes & laws as required.
 - k. Ability to meet required deadlines (See Project Schedule **Attachment B**). 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.
2. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents and 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
3. 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.
4. **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 B**) 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.

5. 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.

Phase One:

<u>Feasibility Study Cost (Total of Services Below)</u>	\$ <u>64,000</u>
Task 1: Preliminary Investigation & Approach	\$ <u>25,600</u>
Task 2: Investigation, Testing, & Implementation	\$ <u>38,400</u>

The LFUCG reserves the right to negotiate the fees for Phase Two with the Consultant selected for Phase One, or solicit new proposals for Schematic Design through Construction Administration.

Phase Two:

Construction Documents & Construction Administration Services


Task 1: Schematic Design: (percentage of construction cost)	<u>1.48 %</u>
Task 2: Design Development: (percentage of construction cost)	<u>1.48 %</u>
Task 3: Construction Documents: (percentage of construction cost)	<u>2.52 %</u>
Task 4: Bidding Assistance: (percentage of construction cost)	<u>0.22 %</u>
Task 5: Construction Administration: (percentage of construction cost)	<u>1.48 %</u>
Task 6: Project Closeout: (percentage of construction cost)	<u>0.22 %</u>

6. Payment for Additional Services: Additional Services, as permitted under Section 2, 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 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 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.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
Principal _____	_____ 250 \$/HR
Project Manager _____	_____ 135 \$/HR
Registered Architect _____	_____ 135 \$/HR
Graduate Architect _____	_____ 110 \$/HR
Clerical _____	_____ 65 \$/HR
Sr. Interior Designer _____	_____ 100 \$/HR
Interior Designer _____	_____ 85 \$/HR
Graphic Designer _____	_____ 100 \$/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 _____ 1.15 %
- b. Reimbursables will be based on actual costs.

 _____ Signature	Richard J. Polk, Jr., AIA, LEED AP _____ Name
Project Principal _____ Title	January 30, 2019 _____ Date

04

Required Forms

AFFIDAVIT

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

1. His/her name is **Richard J. Polk, Jr., AIA, LEED AP** and he/she is the individual submitting the proposal or is the authorized representative of **EOP Architects**, 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 Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Richard Polk on this the 30th day of January, 2019.

My Commission expires: June 6, 2021

Tracey A. Meyers, Kentucky
NOTARY PUBLIC, STATE AT LARGE



AFFIRMATIVE ACTION PLAN

EOP Architects, PSC will take the following Equal Employment Opportunity/Affirmative Action measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, or disability.
2. A complete up-to-date record of employees classified by race, sex, and job classification will be maintained.
3. All employees will be advised at the time of employment that EOP Architects, PSC is an equal opportunity/affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.
4. The company will cooperate with and support apprenticeship-training programs based on affirmative action.
5. Recruiting advertisements and all notices relating to employment will include the clause "An Equal Opportunity Employer (EOE)." Said clause will be printed on all correspondence and notices relating to employment.
6. A company policy statement outlining EOP Architects' commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout our facility.
7. The company has appointed Richard J. Polk, Jr. to serve as the equal employment opportunity/affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represent this company in all matters regarding this affirmative action plan.
8. The name, address and telephone number of the EEO/AA officer will be posted in conspicuous places throughout the facility. The officer will be responsible for the following:
 - A. Implementing all phases of the affirmative action plan;
 - B. Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;
 - C. Conducting periodic audits of employment practices to ensure non-discrimination;
 - D. Semi-annual or more frequent instruction of all supervisory personnel about equal employment opportunity/affirmative action non-discrimination responsibilities;
 - E. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;



AFFIRMATIVE ACTION PLAN

- F. Semi-annual reviews with all supervisory personnel to ensure that the EEO/AA program is being implemented at all levels;
- G. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;
- H. Maintaining all facilities and activities on a non-discriminatory basis;
- I. Maintaining applicant flow data with the title of job, referral source, sex, race, and final action with reasons for any rejections; and
- J. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:
 - 1. The minority population of the labor area surrounding the facility;
 - 2. The size of the minority unemployment forces in the area surrounding the facility;
 - 3. The percentage of the minority workforce as compared with the total workforce in the area;
 - 4. The availability of minorities having requisite skills in the immediate labor area;
 - 5. The availability of minorities having requisite skills in the reasonable recruitment area;
 - 6. The availability of promotable and transferable minority employees in the company;
 - 7. The existence of institutions capable of training persons in the requisite skills; and
 - 8. The degree of training the company is reasonably able to undertake as a means of making all job classes available to minorities.

A handwritten signature in black ink, appearing to read 'Richard Palko', written over a horizontal line.

Signature of Company Official

Project Principal

Title

January 30, 2019

Date

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

EOP Architects
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: EOP Architects, PSC

Date: 01 / 28 / 2019

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	5	5								5	
Professionals	23	16	4		1		1	1		17	6
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	1		1								1
Skilled Craft											
Service/Maintenance											
Total:	29	21	5		1		1	1		22	7

Prepared by: Terri Slusher, Accountant - EOP Architects, PSC
Name & Title



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 1-2019

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.

EOP Architects

 Company

Richard Polk

 Company Representative

January 30, 2019

 Date

Principal

 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 1-2019

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 EOP Architects	Contact Person Richard Polk
Address/Phone/Email 201 W. Short St #700 (859) 231-7538 Lexington, KY 40507 rpolk@eopa.com	Bid Package / Bid Date n/a

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
Paladin, Inc. 121 Old Lafayette Ave Lexington, KY 40502	Candace Rogers	(859) 252-3047 RogersC@PaladinKY.com	01/16/19	Testing Mgr-Assemblies	email, phone	N/A. Discussions did not reach that stage.	Female	

(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.

EOP Architects

 Company

Richard Polk

 Company Representative

January 30, 2019

 Date

Principal

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 1-2019

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 MWBDE 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 MWBDE 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.

EOP Architects

Company
January 30, 2019

Date

Richard Polk

Company Representative
Principal

Title

From: Candice Rogers [<mailto:rogersc@paladinky.com>]

Sent: Thursday, January 17, 2019 5:57 PM

To: Paul Ochenkoski <pochenkoski@eopa.com>

Cc: Barry Lendrum <lendrumb@paladinky.com>

Subject: FW: LFUCG - Building Assessment EOP

Hello Paul –

Please see below and attached.

My recommendation is that Paladin work on Assemblies and S&ME work on materials. I would have them fill the role of Site Manager and v

I'll be out of the office next week (in FL – perfect timing 😊) Please feel free to send me a message or discuss with Barry Lendrum, cc'd.

Thank you very much –

Candice

Candice B. ROGERS

MBA, CCP, CxA, LEED AP BD+C

121 Old Lafayette Ave.

Lexington, KY 40502

o: 859.252.3047 | e: RogersC@PaladinKY.com | w: PaladinEngineers.com

PALADIN

This e-mail and attachments from Paladin, Inc. are intended only for the addressees. If you have received this e-mail in error, please notify the sender immediately and delete this e-mail from your system. Thank you.

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

January 30, 2019

Date

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #1-2019

Date: January 9, 2019

Subject: Government Center Building Envelope Evaluation Services

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

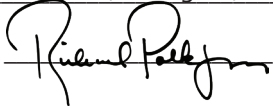
Please substitute attached pages with Attachment A, Form of Proposal, 5. Lump Sum Pricing.
LFUCG requests only percentage of construction costs for tasks in Phase Two.

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: EOP Architects

ADDRESS: 201 W. Short St. #700, Lexington, KY 40507

SIGNATURE OF BIDDER: 



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

RFP Number: #1-2019

Date: January 17, 2019

Subject: Government Center Building Envelope Evaluation Services

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Pre-proposal sign-in sheet is attached.

Q&A

2. Is the building on the historical register? The LFUCG Government Center is a significant historic structure listed on the National Register of Historic Places as part of the Historic Lexington Government Block National Register District.
3. Do we have pictures of interior moisture issues? Photos attached.
4. When will LFUCG release the 2008 study? The full 2008 study will be released during Phase 1 to the awarded consultant, but see 4 attached elevation sheets.
5. Are the Fall Protection D-Rings attached to the roof parapet currently certified? LFUCG is in the process of having the Roof Parapet Fall Protection D-Rings recertified. Certification is expected to occur prior to Phase 1.
6. Are the Fire Escape and Concrete Stack at Roof Area E included in the scope? The Fire Escape shall be included in the scope of work. The Concrete Stack shall not be included in the scope of work.



200 East Main St., Lexington, KY 40507 / 859.258.3320 Phone / 859.258.3322 Fax / lexingtonky.gov

7. Are the Awnings included in the scope? The building awnings shall be included in the scope of work.

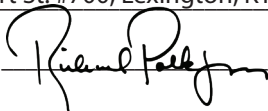


Todd Slatin, Director
Division of Central Purchasing

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: EOP Architects

ADDRESS: 201 W. Short St. #700, Lexington, KY 40507

SIGNATURE OF BIDDER: 





EOP Architects

201 West Short St | Ste 700
Lexington Kentucky 40507
859 231 7538

Contact

Richard J. Polk, AIA, Principal
rpolk@eopa.com
859 231 7538

Kevin Gough, AIA, Principal
kgough@eopa.com
859 231 7538

www.eopa.com