

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Fitzsimons Office of Architecture, Inc., 112 W. Third St., Lexington, KY 40508 (hereafter referred to as **CONSULTANT**). **OWNER** intends to proceed with the RFQ for Architectural and Engineering Services as described in the attached **Exhibit A**, "**Request for Proposals Kenwick Community Center Renovation #55-2015**". The services to be provided by Fitzsimons Office of Architecture, Inc. include inspecting, documenting, investigating, recommending solutions, estimating, creating bid documents, assisting with bidding and providing inspection of work to resolve existing failures and prevent similar ones in the future. The services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the project scope by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall architectural and engineering services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** architectural and engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables described in attached Exhibit A, "Request for Proposals Architectural and Engineering Services for Kenwick Community Center Renovation #55-2015" and attached Exhibit B the "Architectural and Engineering Services for Kenwick Community Center Renovation #55-2015" (the CONSULTANT's response to RFP #55-2015).** To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT B**.
- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

- 1.2.4. The **CONSULTANT** shall submit two (2) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**. Two (2) copies (hardcover) and one electronic copy (pdf format) of the all final work products for this **PROJECT**, including all appendices, shall be provided to the **OWNER**.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a modified Task Order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such modified Task Order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted project deliverables / reports or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

- 5.1. **Methods of Payment for Services of CONSULTANT.**
 - 5.1.1. **For Basic Services**

OWNER shall authorize initiation of each Phase of Work as described in **Exhibit A, "Request for Proposals Architectural and Engineering Services for Kenwick Community Center Renovation #55-2015"** at the intervals described unless otherwise approved by **OWNER**.
 - 5.1.2. **For Extra Work**

Extra Work shall be paid for by the **OWNER** on the basis of hourly rates included in **Exhibit B the "Architectural and Engineering Services for Kenwick Community**

Center Renovation #55-2015”(the CONSULTANT’s response to RFP #55-2015); the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the appropriate amount of services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT** may only terminate this Agreement due to **OWNER’S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of General Services, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

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

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for five (5) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant Professional Service Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms “CONSULTANT” and “OWNER” shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney’s fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon any of the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys’ fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3 FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by **CONSULTANT**:

| <u>Coverage</u> | <u>Limits</u> |
|---|--|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | combined single, \$1 million per occurrence |
| Professional Liability aggregate | \$1 million per occurrence, \$3 million aggregate |
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000.00 |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.

- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5. RENEWALS

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

6.9.6. VERIFICATION OF COVERAGE

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

6.9.5. RIGHT TO REVIEW, AUDIT AND INSPECT

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

6.9.7. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of CONSULTANT or its personnel. CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and OWNER in the locations and areas in which CONSULTANT is performing services under the Agreement.

6.9.8. DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES


- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Monica Conrad, Director of the Division of Parks and Recreation (the "**OWNER'S** Agent") and Michelle Kosieniak, Supt. of Planning and Design as the authorized Agent's designee, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER's** Agent or designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A and B** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**


BY: 
JIM GRAY, MAYOR

CONSULTANT:

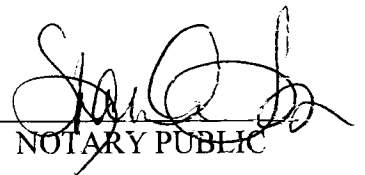
Fitzsimons Office of Architecture, Inc.

BY: 
Gregory Fitzsimons

ATTEST:

 DEPUTY
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Gregory Fitzsimons, as the duly authorized representative for and on behalf of Fitzsimons Arch., on this the 7th day of March, 2016.
My commission expires: 28-Dec-2019.

#547793 
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2016

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

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

| | | | |
|--|--|--|------------------------------------|
| PRODUCER Derby Insurance Agency, Inc. P.O. Box 1630 Somerset, KY 42502 Katrina E. Godbey | CONTACT NAME: PHONE (A/C, No, Ext): 606-679-3570 | | FAX (A/C, No): 866-679-1492 |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Fitzsimons Office of Architect Greg Fitzsimons 110/112 W. Third Street Lexington, KY 40507 | INSURER A : Liberty Mutual Insurance | | 24074 |
| | INSURER B : CNA Insurance Company | | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | BOP1642185 | 10/01/2015 | 10/01/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | CU8909164 | 10/01/2015 | 10/01/2016 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A | WC1642117 | 10/01/2015 | 10/01/2016 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| B | Professional Lia | | AEH133328778 | 11/07/2015 | 11/07/2016 | Occurrence \$ 1,000,000 Aggregate \$ 2,000,000 |

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

| | |
|--|--|
| CERTIFICATE HOLDER <p style="text-align: center;">LEXINGT</p> Lexington-Fayette Co. Urban Government General Services 200 East Main Street Lexington, KY 40505 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Katrina E. Godbey |
|--|--|

EXHIBIT A



Lexington-Fayette Urban County Government Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#55-2015 Architectural and Engineering Services for Kenwick Community Center Renovation** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **December 22, 2015**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #55-2015 Architectural and Engineering Services for Kenwick Community Center Renovation

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Kenwick Community Center at 313 Owsley Avenue, Lexington, KY, will be open Wednesday, December 9, 2015, 1:00 – 3:00 pm and Friday, December 10, 2015, 1:00 – 3:00 pm for anyone wishing to look through the building. Please forward any questions to Sondra Stone, ssstone@lexingtonky.gov. No questions will be answered during the viewing time period.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting

agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the

available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his

appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

| | |
|--|----|
| 1. Estimated Cost of Services. | 15 |
| 2. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required. | 25 |
| 3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. | 10 |
| 4. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. | 20 |
| 5. Familiarity with the details of the project. | 15 |
| 6. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. | 15 |

See additional information about selection criteria in specifications.

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

Questions shall be submitted via Economic Engine at:
<https://lfucg.economicengine.com>

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2015.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-------|-------|---|--------|---|-------|---|-------|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foremen | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total: | | | | | | | | | | | |

Prepared by: _____

Name & Title

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

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

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

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

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms 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 participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

| Business | Contact | Email Address | Phone |
|---|--|--|--------------|
| LFUCG | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Diversity Council | Sonya Brown | sbrown@tsmsdc.com | 502-625-0137 |
| Small Business Development Council | Dee Dee Harbut UK SBDC | ddharbut@uky.edu | |
| | Shiree Mack | smack@uky.edu | |
| Community Ventures Corporation | James Coles | jcoles@cycky.org | 859-231-0054 |
| KY Department of Transportation | Melvin Bynes | Melvin.bynes@ky.gov | 502-564-3601 |
| | Shella Eagle | Shella.Eagle@ky.gov | 502-564-3601 |
| Ohio River Valley Women’s Business Council (WBENC) | Rea Waldon | rwaldon@gcul.org | 513-487-6534 |
| Kentucky MWBE Certification Program | Yvette Smith, Kentucky Finance Cabinet | Yvette.Smith@ky.gov | 502-564-8099 |
| National Women Business Owner’s Council (NWBOC) | Janet Harris-Lange | janet@nwbo.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| LaVoz de Kentucky | Andres Cruz | lavozydeky@yahoo.com | 859-621-2106 |
| The Key News Journal | Patrice Muhammad | paatricem@keynewsjournal.com | 859-373-9428 |



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE 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.

| MWDBE Company, Name, Address, Phone, Email | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|---------------------------------|---|--------------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

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

| MWDBE Company Address | Contact Person | Contact Information (work phone, Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female |
|-----------------------|----------------|---|----------------|--------------------------|---|--|---|
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(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 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 of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 to determine their level of interest.

- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

| <u>Coverage</u> | <u>Limits</u> |
|---|---|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | combined single, \$1 million per occurrence |
| Professional Liability aggregate | \$1 million per occurrence, \$3 million |
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000.00 |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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Request for Proposals Kenwick Community Center Renovation

The LFUCG is requesting proposals for architectural/engineering services to assess current conditions at the Kenwick Community Center and provide recommendations, design and cost estimates for future renovation and systems improvement. The center resides within a building constructed in 1930 as the Church of the Nazarene at 313 Owsley Ave., Lexington KY. The building, which has been renovated to include a gymnasium, encompasses 11,500 +/- square feet on a main level and finished basement. In order to better accommodate current and future programming, the internal rooms of the center need to be assessed for suitability and potentially modified. Additionally, upgrades are needed to bring the building into compliance with the current Americans with Disabilities Act requirements as well as modernized for better energy efficiency with regard to mechanical system and utilities.

A. Phase I Design Services Scope of Work

1. Site Plan & Existing Building Plan

The Owner shall supply a topographic survey of the building site (done by a licensed surveyor of Owner's choice) and provide an electronic copy to the selected Architect/Engineer at the initiation of the project. The site plan limits shall be the property line and identify adjacent properties and include a portion of the roadway. The Architect/Engineer shall be responsible for field verifying all data provided and including this in the project documents.

The Consultants shall prepare detailed floor plans to be used as a base for interior renovation plans. The location of mechanical systems shall be noted on the plans but need not be detailed; elevations shall be included if it is deemed they are necessary to communicate important spaces or building structure that might impact possible renovations. Consultants shall evaluate existing HVAC, electric, plumbing and all aspects of building envelope (roof, exterior walls, windows, doors, etc.). Current conditions shall be compiled into a report and submitted for Owner's review. In addition to narrative describing condition, the report shall include photographic documentation of pertinent issues/concerns.

2. Program Development & Schematic Plans

The Consultants shall be expected to attend at least 3 meetings with park staff/other stakeholders. The purpose of the first meeting shall be to learn about current programming in the center and understand desired future programming.

The second meeting shall include presentation of 50% schematic site/floor plans and elevations sufficient to illustrate to stakeholders the integration of renovations needed for ADA compliance, mechanical system upgrades, other current building codes, etc. and the programming information obtained at the first meeting. Stakeholders shall be given opportunity to provide feedback to the Consultants for consideration.

The third meeting shall include presentation of 90% schematic site/floor plans and elevations to illustrate to stakeholders the resolution of any issues discussed at prior meeting.

Recommendations for mechanical system upgrades should be indicated on the plans in so much as they impact building function, but primarily expressed through the report produced in Phase I.

Of particular interest at Kenwick Center is exploring options to relocate the accessible entrance to the front of the building.

3. Phasing Recommendations & Cost Estimates

Using approved schematic plans and mechanical/building envelope report, all needed tasks shall be grouped into projects/phases and ranked in order of priority with Owner/stakeholder input. Architect/Engineer shall provide opinions of cost for each distinct project/phase. This information will become the basis for the Division of Parks and Recreation FY17 capital budget request.

B. Phase II Design Services Scope of Work

4. Construction Documents

Once the Division's likelihood of funding and amount has been determined, the Owner may authorize a portion of the renovation/systems upgrades to be detailed in complete, detailed construction documents including drawings, details, sections, etc. and all appropriate technical specifications so that they can be bid. The fee to produce construction documents shall be negotiated with the Architect/Engineer based on the construction budget anticipated.

Work in this phase shall include meetings with all regulatory agencies required to obtain approval of the construction documents prior to bid (if applicable). The Division of Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid with the exception of Special Conditions and Technical Specifications which shall be provided by the Consultant.

Deliverables shall include one (1) full set of the construction documents in PDF format for reproduction at Lynn Imaging for bidding purposes. Additionally, the scope shall include assisting the Division of Parks & Recreation with Bid Administration. At minimum, this includes responding to technical questions during bid period, preparing addendum, approving alternates, attending pre-bid meeting and evaluating bids received.

5. Construction Administration

Once a contractor has been selected, the Architect will be expected to attend a pre-construction meeting to review and approve initial submittals or shop drawings. While Parks and Recreation staff shall perform daily site inspections, the Architect shall be

expected to attend occasional critical site inspections (footer, roof, rough-in, etc.). Throughout the duration of the construction, the Architect shall be required to review and certify applications for payments to the contractor. Also included will be routine “trouble-shooting” during construction.

C. Project Timeline

The project goal is to complete work through the Phasing Recommendations & Cost Estimates prior to April 1, 2016. If construction is funded, bid documents would be prepared immediately following for bid and late summer/early fall construction.

D. Selection of Consultant

Consultant will be selected based on the following criteria:

1. Estimated cost of services. 15 points
2. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 25 points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 10 points
4. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 20 points
5. Familiarity with the details of the project. 15 points
6. Degree of local employment to be provided by person or firm. 15 points

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of elected officials, Urban County Government staff and community representatives will evaluate the proposals.

Form of Proposal

| Phase I Design Services | | Lump Sum Fee |
|--|-----------------------|---------------------|
| 1. Site Plan & Existing Building Plan/Report | | \$ |
| 2. Program Development & Schematic Plans | | \$ |
| | 50% Schematic Design | \$ |
| | 100% Schematic Design | \$ |
| 3. Phasing Recommendations & Cost Estimates | | \$ |
| Total | | \$ |

| Phase II Design Services | Fee in Percent of % of Construction Budget |
|---------------------------------|---|
| 4. Construction Documents | \$ |
| 5. Construction Administration | \$ |

Hourly Rates - please attach schedule of hourly rates for any unanticipated, additional work

EXHIBIT B



Architectural and Engineering Services for Kenwick Community Center Renovation

Manatee Ave
#55-2015

Lexington
Fayette
Urban
County
Government
Parks and
Recreation
Department



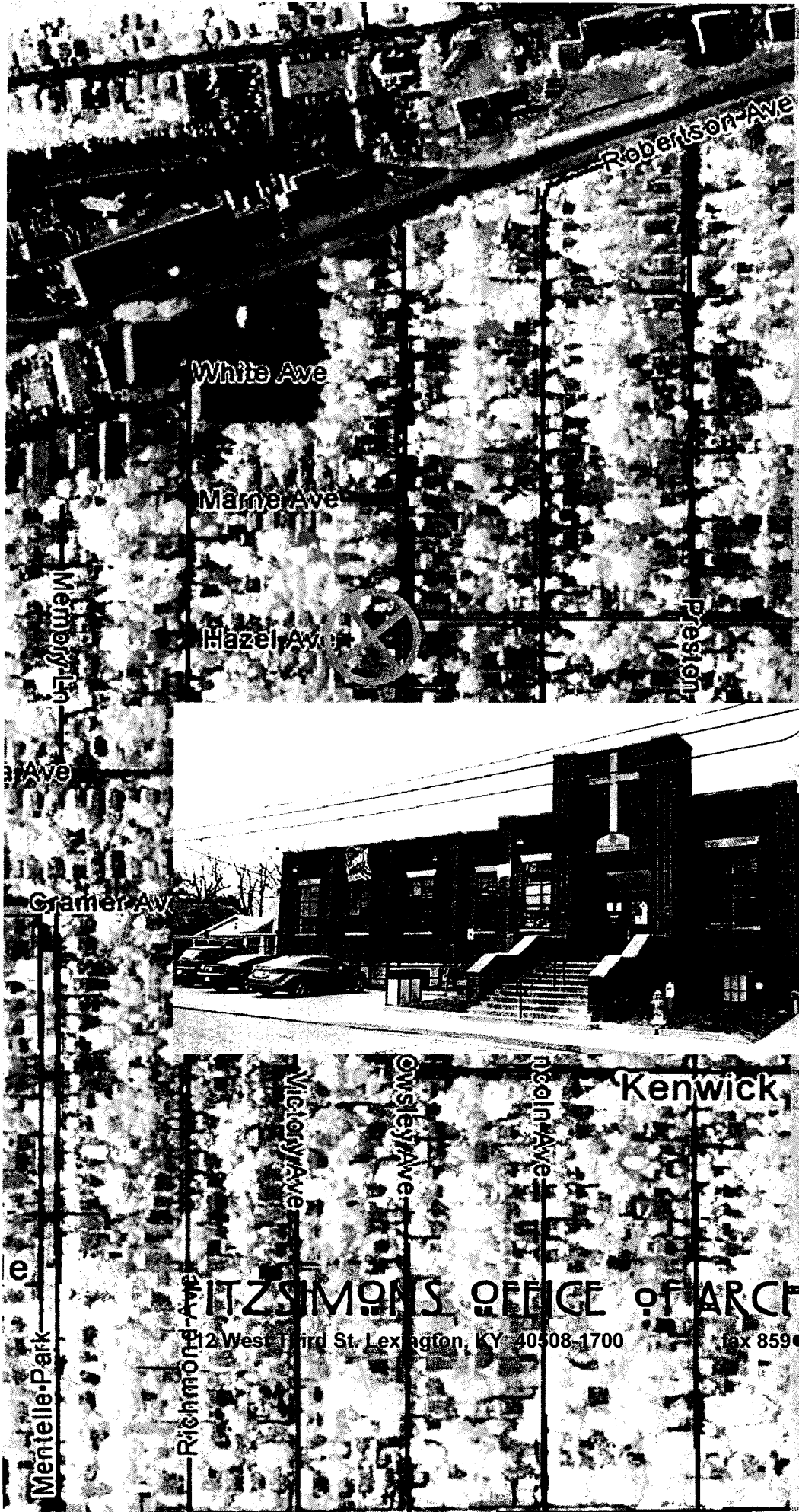
Kenwick

ITZSIMONS OFFICE OF ARCHITECTURE, INC.

12 West Third St. Lexington, KY 40508-1700

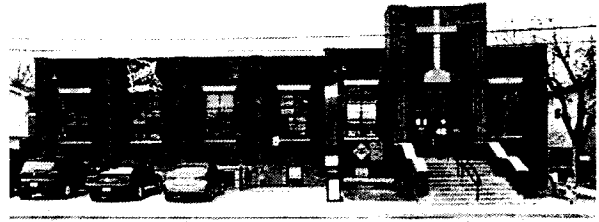
fax 859●226●9283

tel 859●243●0838



December 22, 2015

Mr. Todd Stalin
Purchasing Director
LFUCG
200 West Main Street
Lexington, KY 40507



FITZSIMONS OFFICE of ARCHITECTURE, INC.

112 W. Third St. Lexington, KY 40508-1700

tel 859●243●0838

fax 859●226●9283

55-2015 Kenwick Community Center Renovation

1. Estimated Cost of Services

Phase I

Investigation

- On site visits
- Selective investigative demolition and repair back
Document existing building with base plans (use owner provided plans)
- Photograph existing conditions
- Site Plan, either based on owner provided engineered survey
(or a less accurate but usable site plan based on measurements and site photographs)
- Plans; Site, Foundation, 1st, Roof, HVAC, Plumbing, Electric
- Elevations, Exterior
- Sections, Building Sections (2), one in each direction Programming/Community Meetings
Programming/Community Meetings
- Schematic Design Phase
- Cost Estimates

Phase I Total (see attached Form of Proposal next page)

\$21,000

Phase II

- Construction Documents (see attached Form of Proposal, next page)
- Construction Administration (see attached Form of Proposal, next page)

Hourly Rates

| | |
|------------------------------------|-------|
| Principal Architect/Engineer | \$175 |
| Project Manager Architect/Engineer | \$125 |
| Architect/Engineer Staff | \$ 85 |
| Non-professional Staff | \$ 55 |



Form of Proposal

| Phase I Design Services | | Lump Sum Fee |
|--|-------------------------------|------------------|
| 1. Site Plan & Existing Building Plan/Report | | \$ 7,000 |
| 2. Program Development & Schematic Plans | | \$ 9,100 |
| | 50% Schematic Design \$6,100 | \$ - |
| | 100% Schematic Design \$3,000 | \$ - |
| 3. Phasing Recommendations & Cost Estimates | | \$ 4,900 |
| Total | | \$ 21,000 |

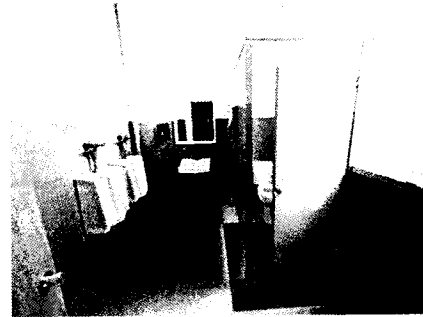
| Phase II Design Services | Fee in Percent of % of Construction Budget |
|--------------------------------|---|
| 4. Construction Documents | |
| Budget for Construction | |
| \$100,000 and under \$200,000 | 8.6% |
| \$200,000 and under \$300,000 | 8.0% |
| \$300,000 and under \$400,000 | 7.5% |
| \$400,000 and under \$500,000 | 7.2% |
| \$500,000 and under \$600,000 | 7.0% |
| 5. Construction Administration | |
| Budget for Construction | |
| \$100,000 and under \$200,000 | 2.2% |
| \$200,000 and under \$300,000 | 2.0% |
| \$300,000 and under \$400,000 | 1.9% |
| \$400,000 and under \$500,000 | 1.8% |
| \$500,000 and under \$600,000 | 1.7% |

Hourly Rates - please attach schedule of hourly rates for any unanticipated, additional work

| | |
|------------------------------------|-----------|
| Principal Architect/Engineer | \$ 175.00 |
| Project Manager Architect/Engineer | \$ 125.00 |
| Architect/Engineer | \$ 85.00 |
| CAD Staff | \$ 65.00 |
| Non-professional Staff | \$ 55.00 |

2. Specialized Experience and Technical Competence:

The scope of services outlined for Phase I will be performed by Fitzsimons Office of Architecture (FOA), Pyramid Structural Engineers and Shroul Tate Wilson (STW.) Greg Fitzsimons; architect and team leader would work with Mohammad Sheraji, structural engineer, for mechanical, electrical or plumbing related items, Whitney Casey, Cory Sharrad and Jim Smith with STW Engineering would assist.



Although the site improvements or civil engineering appears to be limited for the Kenwick Center Carman has been included on the project team. These four firms have many completed projects similar to the Kenwick Center between them. The architect and engineers on this project are all working project managers that basically perform all the research/design work with the assistance of staff to complete the Phase 1 Schematic Design/Existing Conditions.

Greg Fitzsimons, and FOA have worked on more than twenty community center projects housed in buildings of this age (1930s-1970s) and type (solid masonry, wood frame). Many have been schools converted to community centers. Kenwick is similar although constructed as a religious building which has been converted to a community center.



The functions and spaces that supported a congregation have been adapted for use as a community center. The sanctuary became the gym. The First African Baptist Meeting House at Short and Deweese, (FOA project), the sanctuary was removed and converted to a gym.

Greg has not worked on the Kenwick Center in the past. He is familiar with the neighborhood and the strong redevelopment efforts with renovation and infill projects. This project is a great opportunity to contribute to and support the efforts of the larger efforts for a live/work/walk neighborhood. Like the area around the Carver Community Center, the neighborhood is evolving; there are new interests and program needs from the surrounding community. FOA particularly enjoys updating these buildings, making them more comfortable, energy efficient, while replacing the systems that make the building usable.

This project team has a plenty project experience on related projects. If there is one building type FOA has worked on it is the historic masonry institutional structure. Although reluctant to use the term expert FOA meets the definition of putting in more than ten thousand hours on this building type. These buildings are typically constructed of good materials and are structurally sound. Removing non-original materials as well as repairing the original finishes can give Kenwick twenty more years of use.

For LFUCG we are working at the Black and Williams Center, Carver Center, ArtsPlace, and Carnegie Center. These projects involve rest room renovations, window replacements, ADA access, roof, HVAC, site improvements and other work similar to Kenwick Center. Our recent bid and constructed projects provide a reasonable basis for estimating costs for the renovation needs. Most of our projects do not have enough funds to cover all the work needed. It is our task to evaluate the existing conditions and design a solution that meets the budget.



The construction cost estimates are used to determine the scope of construction described in the bid documents. With LFUCG Purchasing and Council there is limited ability to use change orders to manage unforeseen conditions of renovation projects. FOA and team use our experience with similar buildings and sites to investigate the existing conditions and make practical recommendations to repair/renovate as needed. Recent projects provide actual construction costs by division of work can be applied to the various priorities for renovation at the Kenwick Center.

The Lexington Fire Department has been renovating their rest rooms, roofs and site aprons as part of a several year plan to catch up on deferred maintenance. Like Parks and all City departments the last few years's budgets have provided a bit more funds for unmet facilities needs. LFD has used FOA to design these limited renovations and other projects including the replacement training tower on old Frankfort Pike.

Our wide range of experience as well as the ability to work on unusual projects has proven quite useful to the Fire Department. They like that the consultants they meet with work on all phases of the project and the attention to detail. We have assisted the facilities maintenance staff with cost projections for their use in budgeting for the upcoming year.

Not only for LFUCG but for other institutional clients, FOA has completed similar renovation projects, limited and extensive, for the Commonwealth, National Park Service, Municipal Governments and Fiscal Courts, School Districts numerous community groups throughout central Kentucky. In the last five years community centers in Olive Hill, Sharpsburg, Lebanon, Mt. Sterling, Maysville, and Halderman have been planned or renovated.

Loudoun House, one of the most significant gothic revival residences in America and Bell House, the most significant Châteauesque/Greek Revival residence in central Kentucky are two of our projects. We have been selected to work on these historic resources that require special historic preservation skills by LFUCG and Parks. We are also replacing windows at Black and Williams and replacing roofs on fire stations, just as significant for us but may be not to the public. For FOA each project is about the building. The building will still be here when we are gone.

FOA has worked with Parks and Recreation on these projects:

- Loudoun House
- Bell House Exit Stairs
- Gratz Park Kitchen
- Gratz Park Fountain
- Bell Carriage House ADA Ramp
- Carver Community Center Renovation, Phased Rest Rooms
- Dunbar Community Center Stone Arch Repairs
- Bell House Condition Report

For LFUCG General Services; the following:

- Morton House Repairs and Roof Replacement
- R.H. Williams Cultural Center
- LFUCG Government Building Entry Canopy
- Phoenix Building Roof Replacement
- ArtsPlace Window Replacement
- Black and Williams Window Replacement
- Carnegie Center Exterior Stone Stairs Replacement



Lexington Fire Department; the following

- Rest Room Renovations: Fire Station #1, #5, #11, #13, #14, #15
- Training Center Rest Room Renovation
- Training Tower Foundation and Pre-Engineered Structure
- Maintenance Building (new construction)

Exit Stairs: Fire Station #3, #5
Roof Replacement: Fire Stations #11, #15, #5, #6, #13
Site Improvements: #3, #6, #9, #17

The Kenwick Center is in fairly good condition. As with many buildings we are looking at, they have been renovated fully or in a limited manor twenty to thirty years ago. They have reached the twenty year threshold where a structure needs a more complete system by system renovation.



Kenwick Center is due for a full renovation that would bring the building up to code, replace exposed utilities, provide for ADA access, and renovate the building envelope as well as the interior.

Most likely there will not be enough money for a complete top to bottom renovation. FOA can work out the important needs, develop a renovation plan and work with the users/Parks to get the best value for the funds for construction.

Attached are project data sheets which demonstrate our specialized experience and technical competence with moderate sized, solid masonry, wood framed institutional buildings. Firm information, resumes and related projects for Pyramid, STW, and Carman follow FOA's firm information.

3. Capacity to Perform the Work

FOA and team members will be the principal investigators on site as well as the designers for the renovation schematic. FOA, Carman, STW and Pyramid can complete Phase 1 in thirty days after the owner/user/architect programming meetings. The project team is committed to meeting the April deadline for a completed Phase 1. Once we have existing building plans computerized preliminary cost estimating will be ready for a review meeting within the week. The team can begin reviewing renovation options as early as possible in the process as possible. We are familiar with LFUCG Purchasing requirements and time table for a typical project. In the last five years FOA has bid more than twenty five projects mostly small construction projects for Urban County Government.

4. Past Record of Performance

LFUCG Parks and Recreation and General Services have hired FOA and these consultants on the projects mentioned above and included in the data sheets. We believe the past consultations with LFUCG, Parks and historic preservation projects across central Kentucky have defined our character, integrity and reputation for successfully completing rehabilitation projects. It is our judgment that we work on to make specific for each project. The Carver Community Center is a good indicator of the project team's ability to manage a limited scope renovation, planned in phases without enough money to meet all the needs. The same individuals will be involved with the Carver Center project as would be for this project. At Carver the roof, windows, doors and HVAC work were completed in the first phase.



The interior finishes were upgraded with contingency funds which were saved from the limited renovation project. Currently restroom renovations are under construction with a second phase planned. The limited funds for construction each year require managing the scope of the

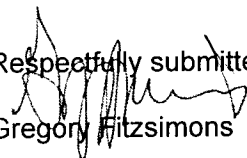
renovation work. The client gets a better value if more divisions of work can be bundled for a general construction projects. Twenty percent of a construction budget relates to start up and close-out costs.

5. Familiarity with Details of Project

FOA toured the building including the mechanical and services spaces. The observations on site and photographs show symptoms of deterioration of the buildings structure, envelope and utility systems. Some are serious as with the gym floor settling and others like sound control should be considered as part of a full renovation schematic. Using the data base of unit costs and divisions of work, phased construction projects can be developed which group the divisions of work that relate to each other.

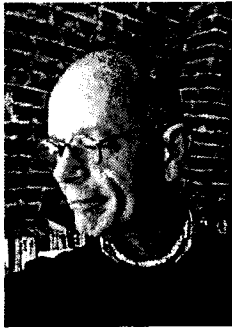
6. Degree of Local Employment

All architects, engineers and staff members will be 100% local to Lexington.

Respectfully submitted,

Gregory Fitzsimons



**Gregory Fitzsimons, AIA
Fitzsimons Office of Architecture, Inc.**



Gregory Fitzsimons started the firm of Fitzsimons Office of Architecture, Inc. in 1995 to continue his practice of modern and historic architecture. Between 1992 and 1975 Greg was a founding partner in Tate/Fitzsimons/Architects/Inc. From 1992 to 1995 he was an associate with Omni Architects. Mr. Fitzsimons has been practicing for more than thirty years. He prefers to work in a small practice in order to manage and be part of the production of each project. His first energy conscience building was a passive/active solar childcare center constructed in 1981. LEED design guidelines and efficiency in building design and construction have been considered in every project, the owner does not have to make it a priority.

Professional and Civic Organizations

American Institute of Architects
East Kentucky Chapter
Kentucky Society of Architects
Blue Grass Trust for Historic Preservation
Past President, 1989-1990

Registrations:

Architect: Kentucky, 1980

Education:

Bachelor of Architecture, University of Kentucky, 1975
Honors Recipient

Professional Experience

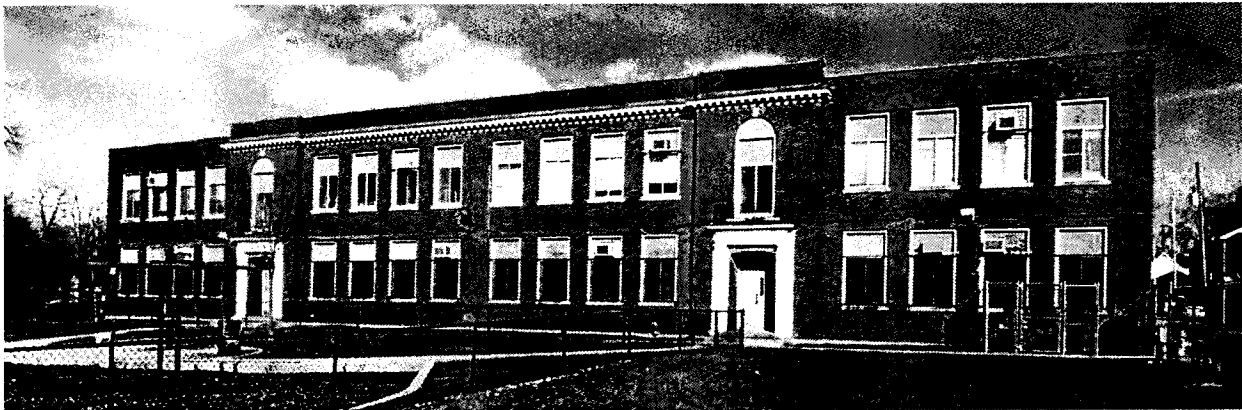
| | |
|---|--------------|
| Carver Community Center Renovation Rest Rooms LFUCG, Lexington, KY | 2014 |
| Morton House Renovation LFUCG and The Nest, Lexington, KY | 2014 |
| Phoenix Building Roof Replacement LFUCG, Lexington, KY | 2013 |
| Sharpsburg Community Center and Library LFUCG, Lexington, KY | 2013 |
| Gratz Park Fountain Restoration LFUCG, Lexington, KY | 2014 |
| Lexington Fire Stations #5 & #6 Renovations LFUCG, Lexington, KY | 2012 |
| Sts. Peter and Paul School Renovation/Addition Diocese of Lexington, KY | 2010 |
| Center Square: old Lebanon Jr. and Senior High Schools City of Lebanon, Lebanon, KY | 2009 |
| LFUCG Government Center ADA Access Urban County Government, Lexington, KY | 2008 |
| Lexington Fire Station #3 Renovation LFUCG, Lexington, KY | 2007 |
| Kimball House Renovation Mixed Use Development Lexington, KY | 2007 |
| Bourbon County Courthouse Renovation Bourbon County Fiscal Court | 2007 |
| Springfield Opera House Renovation City of Springfield, Springfield, KY | 2005 |
| Loudoun House Renovation Lexington Fayette Urban County Gov., Lexington, KY | 2004 |
| Hopewell Museum Renovation Hopewell Museum Board, Paris, KY | 2004 |
| Guy Potts Building Exterior Restoration and Addition & Norsworthy Auditorium Restoration | 2004 2000 |
| Fayette County Public Schools, Lexington, KY | |
| Fort Boonesborough Renovation & Gift Shop Fort Boonesborough State Park Commonwealth of Kentucky, Boonesborough, KY | 2003 |
| Fayette County Court House Renovation Lexington Fayette Urban County Gov., Lexington, KY | 2003 |
| Old House at Cambus-Kenneth Restoration National Trust for Historic Preservation., Washington, DC | 2002 |
| White Hall Sate Historic Shrine Renovation Commonwealth of Kentucky, Richmond, KY | 2002 |



Carver Community Center Renovation

FITZSIMONS OFFICE of
ARCHITECTURE, INC.
112 W. Third St.
Lexington, KY 40508
859-243-0838

Carver Community Center
Renovation
Joyce Thomas
LFUCG General Services
200 East Main Street
Lexington, KY 40508
859-258-3054



Carver Community Center Renovation

The Carver Community Center is owned by the Lexington-Fayette Urban County Government and used by the Parks Department. The building was an african-american school until the 1970's when the Fayette County School System deeded the site to LFUCG. The building has not been renovated since the school system gave up the building. In 2012 the limited renovation of the building was planned with construction to start early in 2013. The work will include a new HVAC system, VRV heat pumps with energy recovery fresh air system; a new roof; replacing non-original windows a doors with historically correct double hung windows and doors; as well as other general renovation work. FOA was able to develop a project that worked within the limited funding and accomplished the owner's major goals to make the building functional again. The budget for construction is \$1,200,000.



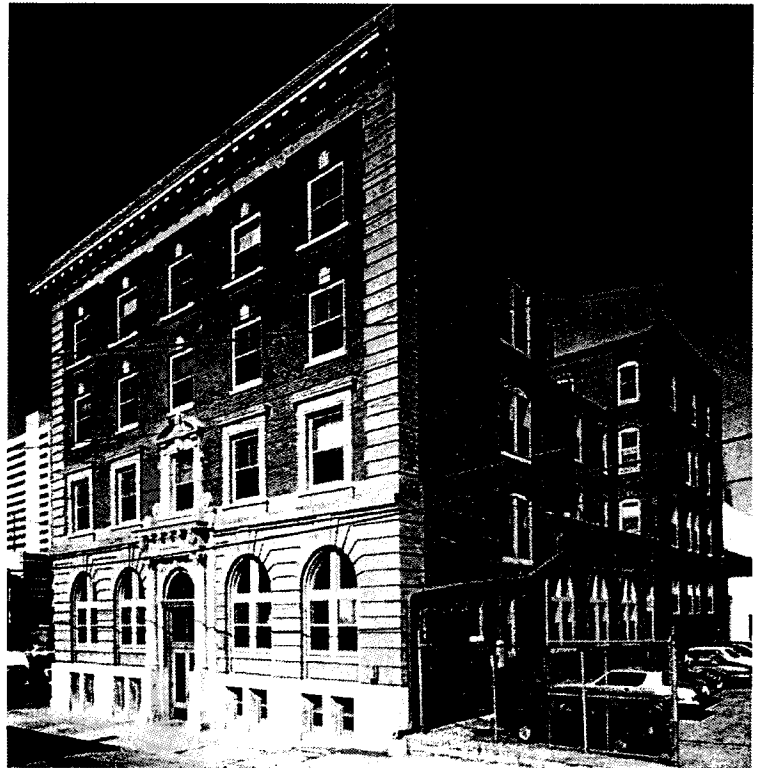
ArtsPlace Renovation Lexington, Kentucky

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ARCHITECTURE, INC.
112 W. Third St.
Lexington, KY 40508
859-243-0838

As Principal-in-Charge Tate/Fitzsimons/ Architects/Inc.

ArtsPlace renovation began with a 1903 YMCA which had been extensively modified. The Lexington Arts and Cultural Council purchased the building and renovated it for offices and studios for member groups. The existing building has a raised basement which required a two sided elevator cab to access the intermediate levels. The elevator and entry lobby installed within the existing structure created a new focal point. A sprinkler system was also installed within the existing building.

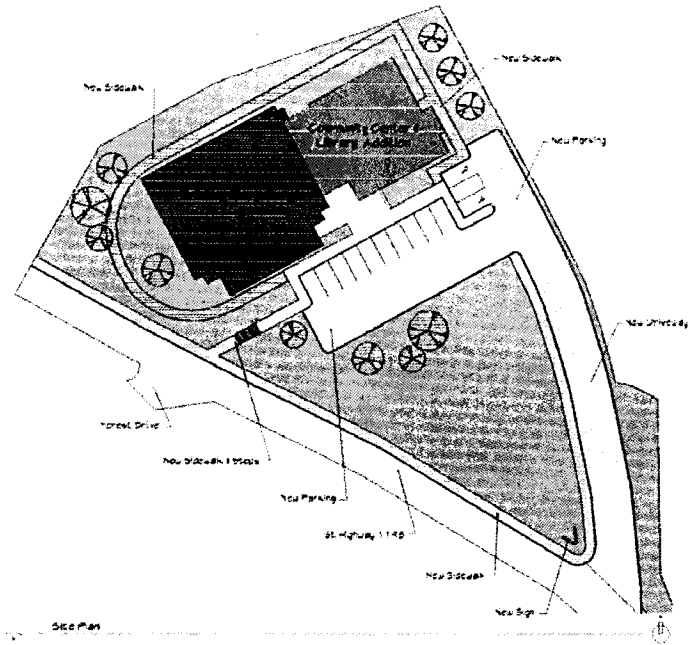
LexArts
Lexington Arts and Cultural Council
Jim Clark, President
161 North Mill Street
Lexington, Kentucky 40507



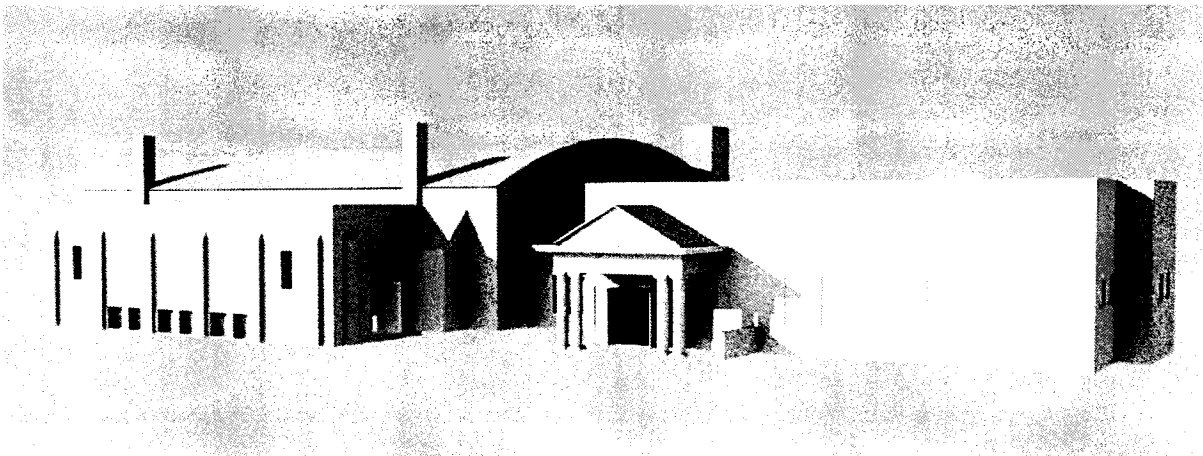
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Sharpsburg Community Center
and Library
Dorothy Clemens, Mayor
29 Camp St.
Sharpsburg, KY 40374

FITZSIMONS OFFICE of
ARCHITECTURE, INC.
The city of Sharpsburg has acquired
the old Sharpsburg School site and
remaining WPA stone gymnasium.
This Bath County community has
commissioned the design and
construction project that will renovate
the remaining gym structure and
provide a community center addition.
The addition will house a library,
classroom, rest rooms and
mechanical space. The gym will be
renovated to its original appearance
including refurbishing the stage area.
The restored gym will preserve and
excellent example of the stone
masonry used on WPA projects
using Italian masons.

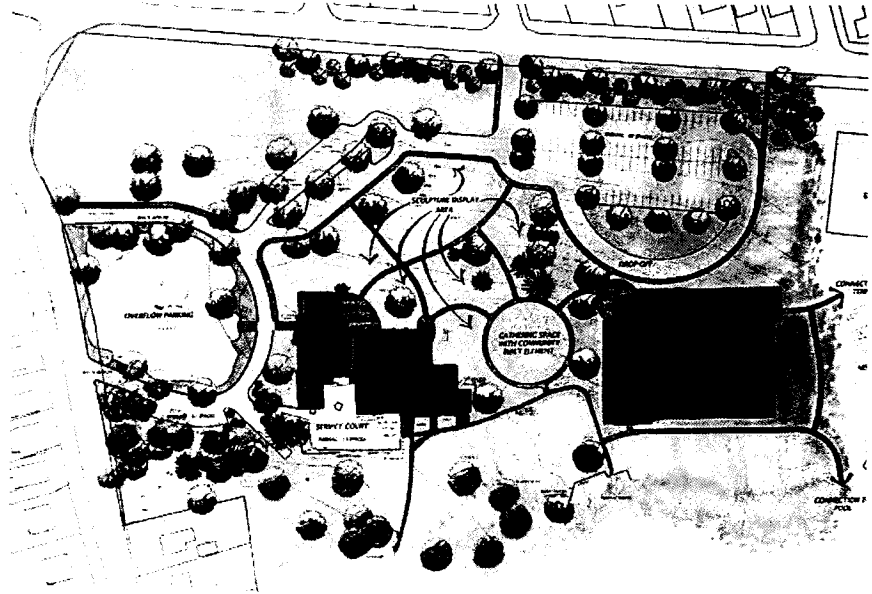


Sharpsburg Community Center and Library



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ARCHITECTURE, INC.**
257 N. Limestone St.
Lexington, KY 40507
859-243-0838

**FITZSIMONS OFFICE OF
ARCHITECTURE, INC.**
The Urban County Government is
planning the restoration of the
Loudoun House as well as the
conversion of the existing gym to
new gallery space for the Art
League. In addition a new
community center is being
planned to replace the existing
gym.



Renovation
The Loudoun House
Lexington Art League
Lexington-Fayette Urban County
Government



Lexington Fayette County Urban
County Government
Mayor Terea lassac
Mr. Bill Carman
Planning Parks
Department
Lexington, KY



WEST ELEVATION
SCALE 1/8" = 1'-0"



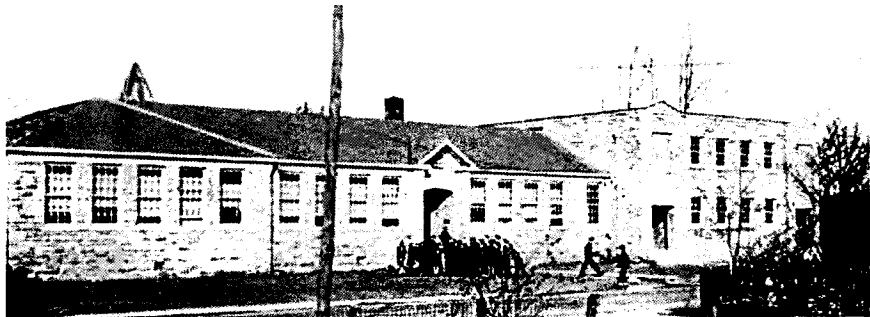
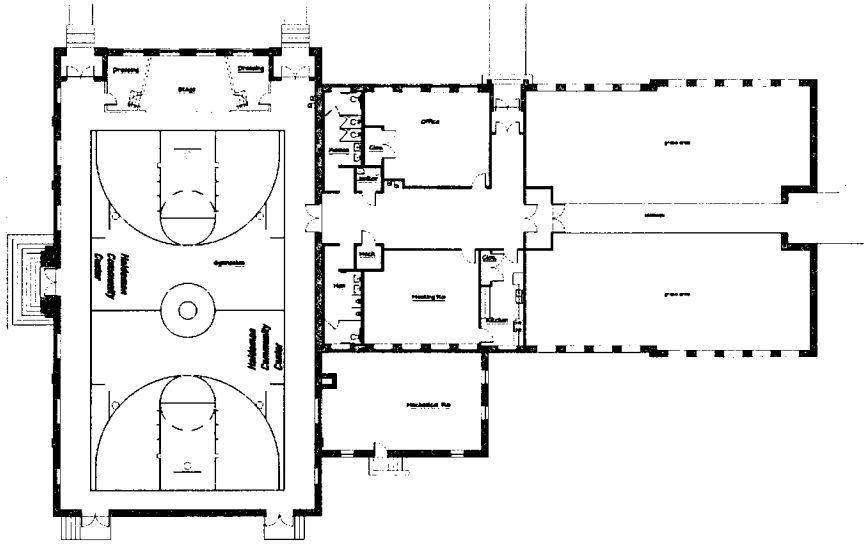
Haldeman-Hayes Community Center Renovation and Addition

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112 W. Third St.
Lexington, KY 40508
859-243-0838

Haldeman-Hayes Commu-
nity Center
Teresa Shields
Gateway Area Development
District
29 Camp St.
Morehead, KY 40374

Haldeman-Hayes Com- munity Center

In the 1930's and 1940's the area between Morehead and Haldeman included several large brick making factories that supported three to four thousand employees. Schools like the Haldeman Hayes School were constructed using WPA and CCC programs. The Haldeman school burned in 1994 destroying the classroom's section while leaving the gym in tact. FOA has provided a master plan for the renovation including restoring the gym and recreating a portion of the school using the original walls. A portion of the remaining stone walls will be left as an outdoor enclosure for public events as well as a monument to the original building.



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First African Foundation
William Thomas
262 Medlock Road
Lexington, KY 40517-1148

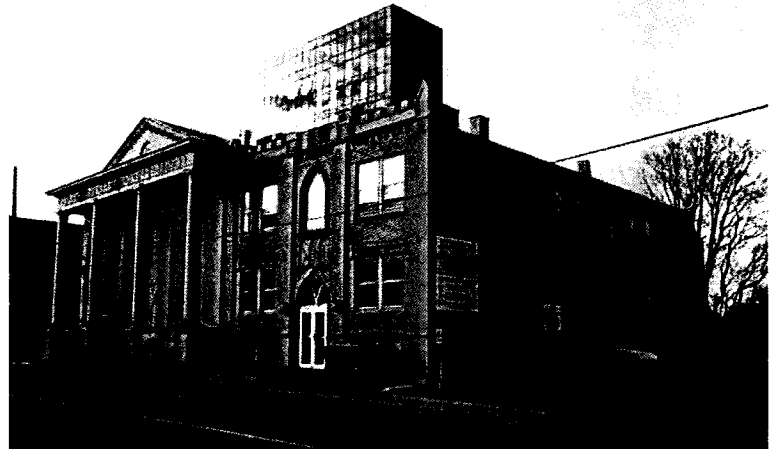
(former) First African Baptist Church Renovation and Addition

First African Foundation

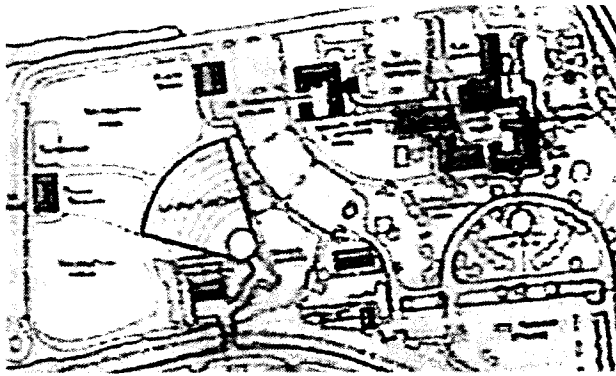
(former) First African Baptist Church Renovation and Addition

The First African Baptist Church is the first African Church founded in Kentucky, the second west of the Allegheny Mountains and the third in the United States. It was constructed in 1850 by slaves for their own use. The congregation founded in 1790 provided a base for the spiritual teachings that encouraged the eventual emancipation changing the Commonwealth for the better. The pastors of this congregation, have been influential in the cultural throughout the Commonwealth including, Rev. Peter Durrett, Rev. London Ferrell, Rev. William J. Simmons and Rev. S. E. Smith. Rev. London Ferrell, who died in 1854, baptized over 5,000 people and he was honored at his funeral attended by thousands which was said to be larger than the funeral for Henry Clay.

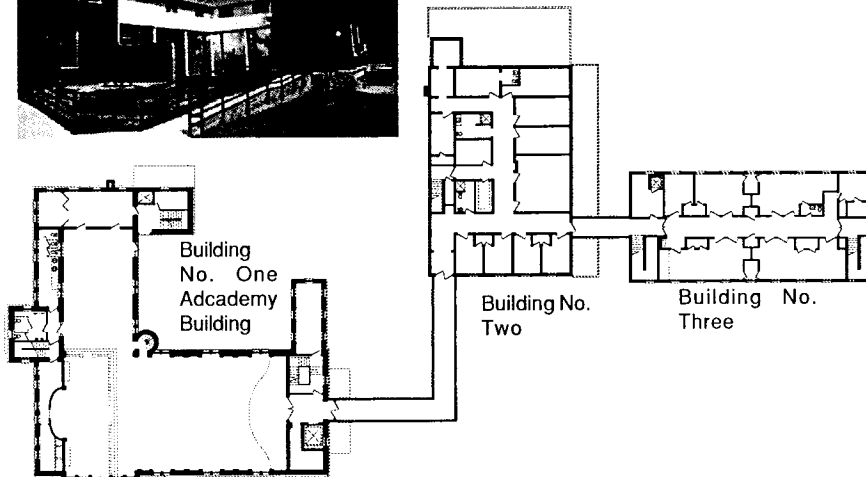
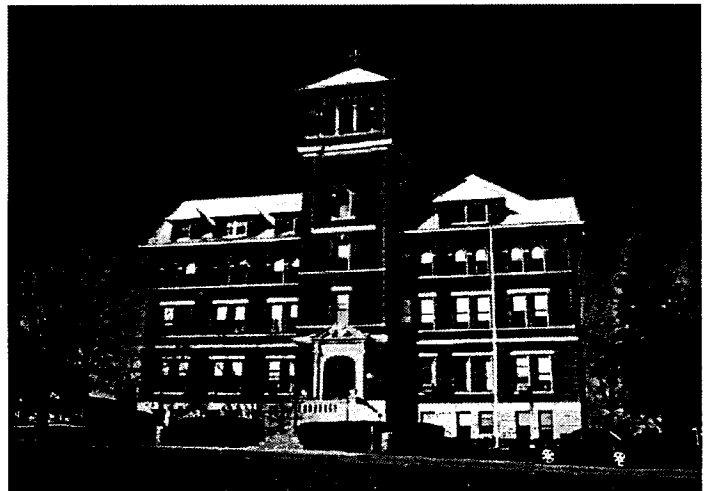
FOA has completed a Condition Assessment Report and a schematic design for the renovation and addition to the existing structures. Unfortunately the original interior of the sanctuary was demolished in the past, but it presents the opportunity to create a sympathetic modern interior to complement and contrast the historic structure. Funding for a facility to house classical music performance hall, library, computer laboratory, history and revolving gallery space as well as community development spaces is under way. Anticipated construction budget is six to seven million dollars. 2014 is the target date to start construction.



Cardome Academy Master Plan Adaptive Reuse and Renovation



Fitzsimons Office of Architecture and John L. Carmen and Associates are working with the City of Georgetown on a Master Plan for the renovation and reuse of the ten existing building and site. The renovation to the main building includes new meeting and training rooms as well as a food service kitchen. The large performance space will be renovated for improved acoustics and other changes. New uses are planned for other buildings including a senior citizens center, adult education, child care and other community functions. The site is being designed to create a campus with improved access, parking and other site improvements. Locations for additional buildings have been established.



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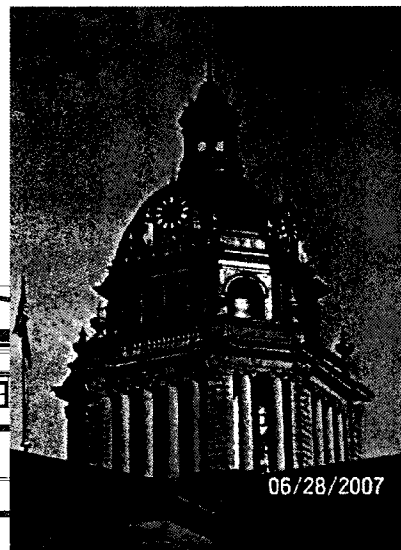
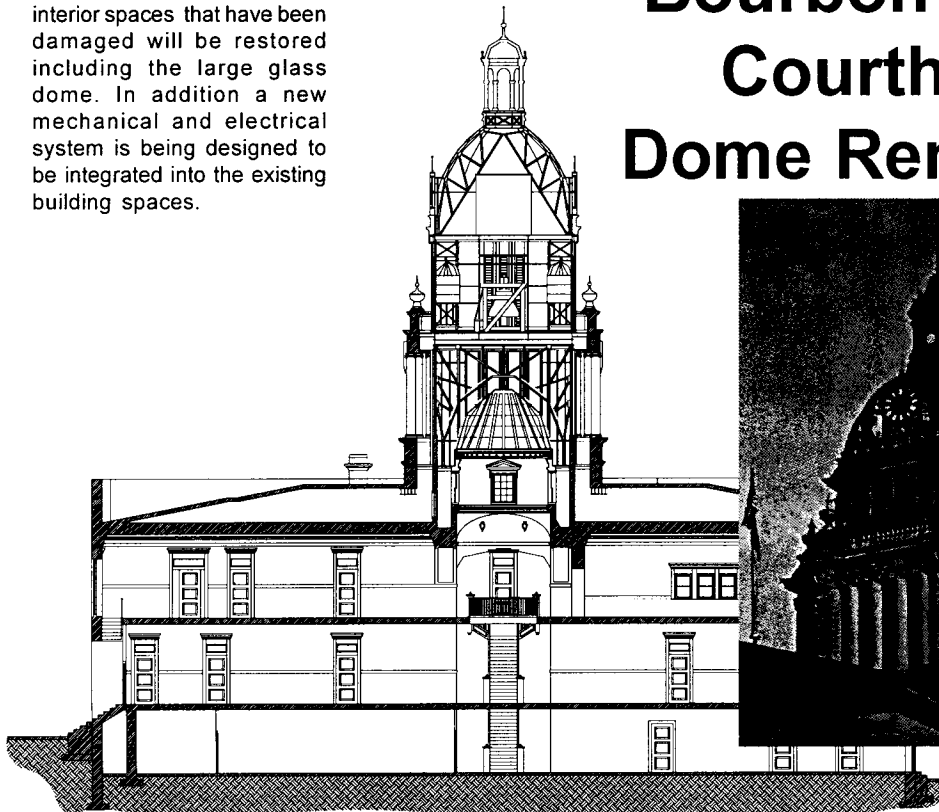
Bourbon County Fiscal Court
Donny Foley
County Judge Executive
Paris, Kentucky
Completed: Fall 2008

**FITZSIMONS OFFICE of
ARCHITECTURE, INC.**

FOA in working on the renovation of the large tower and dome structure as well as the replacement of the roof system. The tower and dome renovation will be a complete rehabilitation of the steel framed tower and sheet metal ornament. Structural repairs include the steel frame, roof structure, stone and brick masonry. The exterior parapet walls and pedimented sections of ornamental stone will be repointed. The tower drainage systems will be reworked to improve the ability to maintain the building. The interior spaces that have been damaged will be restored including the large glass dome. In addition a new mechanical and electrical system is being designed to be integrated into the existing building spaces.

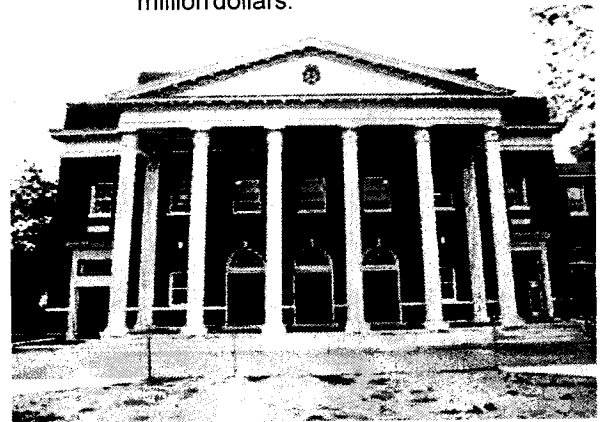
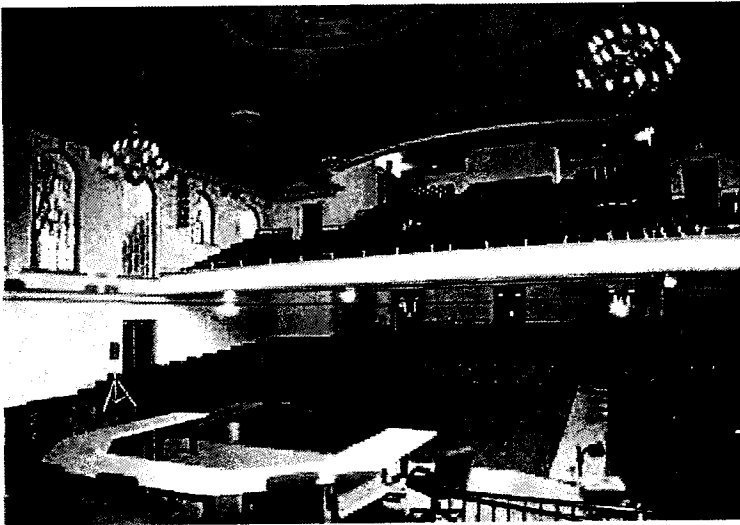
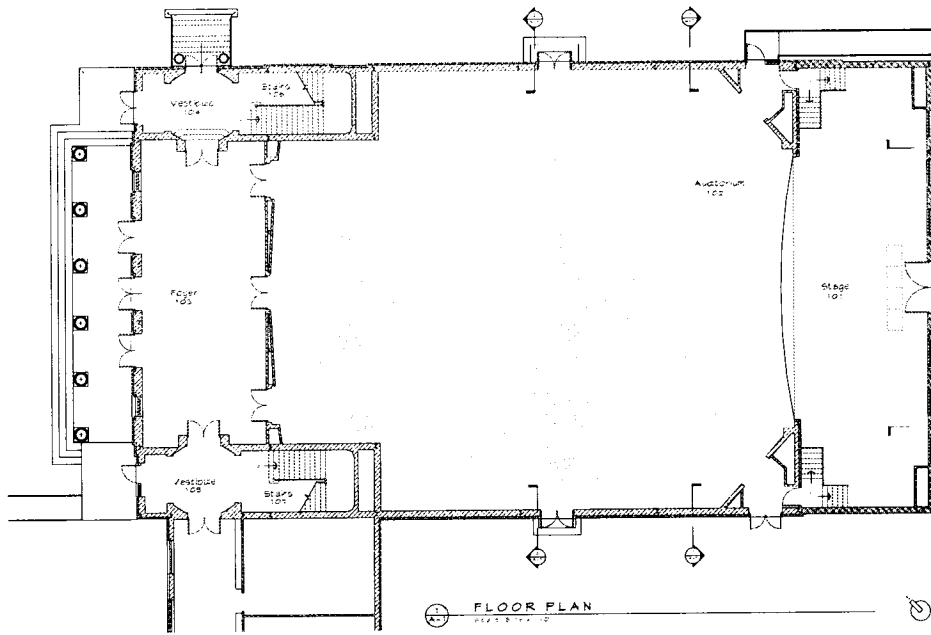


Renovation of the **Bourbon County Courthouse Dome Renovation**

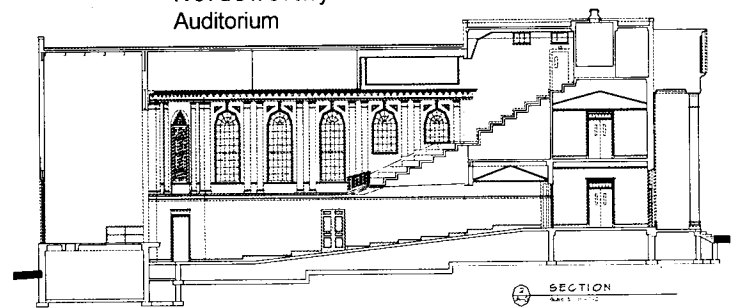
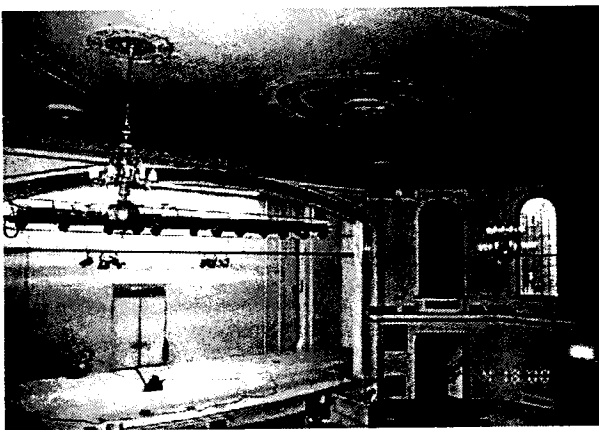


Norsworthy Auditorium Renovation GS Potts Building Renovation Lexington, Kentucky

The old Henry Clay High School, ca. 1926, is now used for the Fayette County Board of Education offices. The exterior of the building is being renovated to complete much needed work at this historic school building. Also on the site is a two story annex building which is getting an elevator. In 2001 FOA received a Historic Preservation Award for the interior restoration of Norsworthy Auditorium which is located in this building. Norsworthy Auditorium renovation and the other projects on this site, including an elevator, roof replacement, window repairs, masonry work and general exterior renovation cost two million dollars.



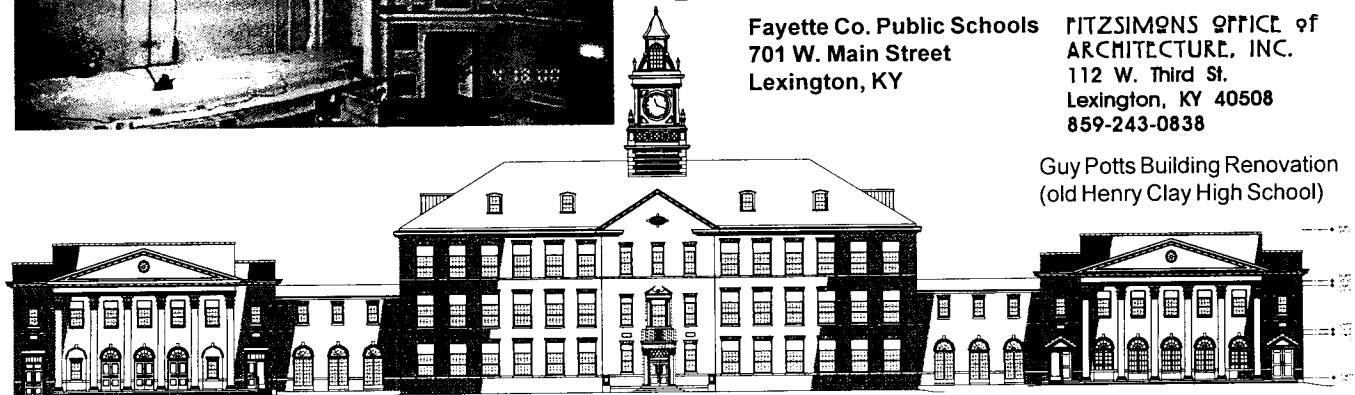
Norsworthy Auditorium



Fayette Co. Public Schools
701 W. Main Street
Lexington, KY

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ARCHITECTURE, INC.
112 W. Third St.
Lexington, KY 40508
859-243-0838

Guy Potts Building Renovation
(old Henry Clay High School)



Centre Square Renovation Lebanon, Kentucky

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Lexington, KY 40508
859-243-0838

Center Square
Old Lebanon City Schools
Cultural Enrichment Center
Lebanon, Kentucky

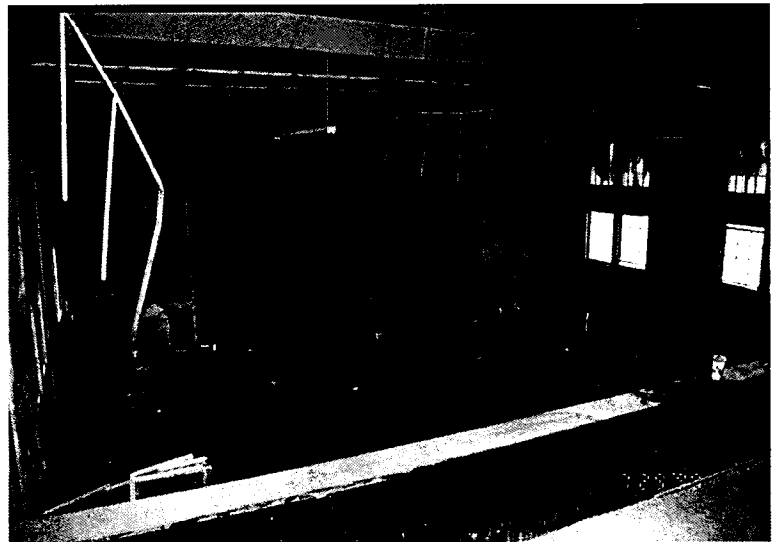
City of Lebanon
Mr. John Thomas,
City Administrator
118 South Proctor Knott Ave.
Lebanon, Kentucky 40033

FITZSIMONS OFFICE of ARCHITECTURE, INC.

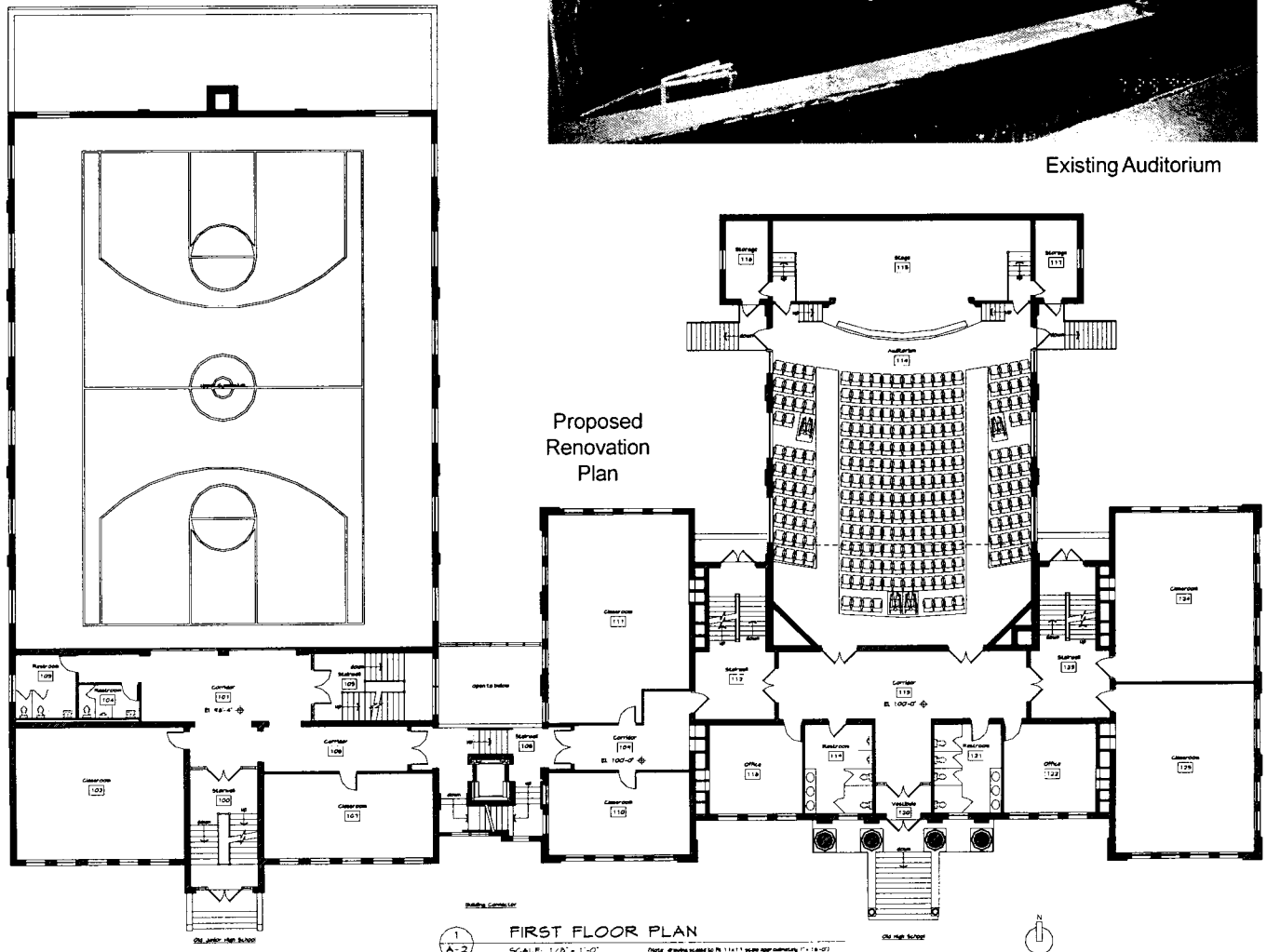
The second phase includes the renovation of the senior high building which contains an auditorium as well as a kitchen/cafeteria and the original classrooms. The auditorium is being renovated to house community theatre. The new rigging, lighting and sound systems will be integrated into the existing building. The stage and limited fly space will work with a modern pipe grid system. The 320 seats will be reinstalled with a center aisle for theatrical performance. A history museum and other community offices will be located in the senior high. The junior high will house the Chamber of Commerce and Economic Development.



Existing High School Building



Existing Auditorium



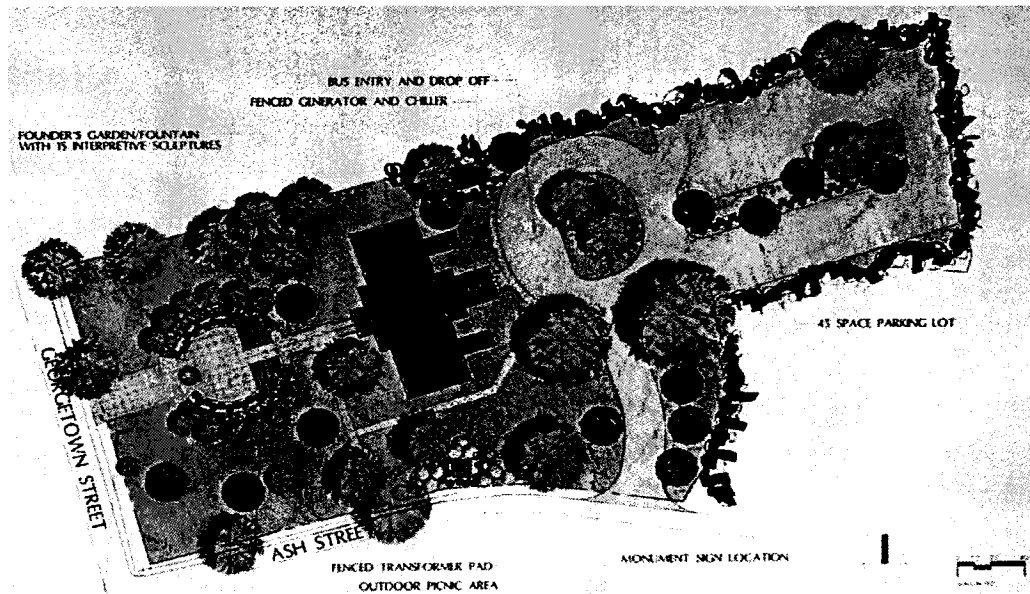
FITZSIMONS OFFICE of
ARCHITECTURE, INC.

112 West Third St.
Lexington, KY 40508
859-243-0838

The Roberts H. Williams Cultural Center is a 2-story raised basement masonry structure ca. 1892. The master plan for the full renovation and addition includes removing the existing metal fire escapes at each end of the building. With minor alterations to the floor plan and building facade, access is created to the new enclosed exit stairs to the rear. Lifesafety upgrades will include exit corridors, lighting, fire alarm, sprinklers and other modifications. Funding for Phase I has been secured and the renovation will be finished in December of 2003. The building housed Lexington's African American Orphanage until the 1980's. It is being renovated to expand the Center's program for cultural improvement.

R.H. Williams
Cultural Center
Master Plan
Phase I Renovation
Lexington, Kentucky

R.H. Williams Cultural Center Board
of Directors
Director
644 Georgetown Rd.
Lexington, Kentucky
859-225-5211

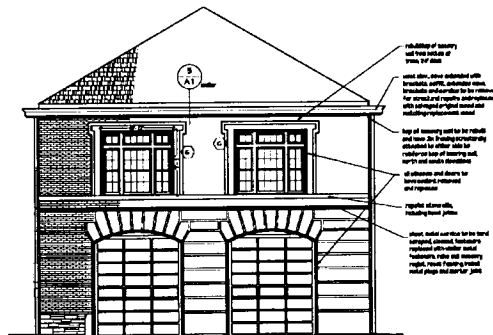




Fire Stations No. 5 and No. 6 Renovations

FITZSIMONS OFFICE of
ARCHITECTURE, INC.
112 W. Third St.
Lexington, KY 40508
859-243-0838

Fire Stations No. 5 & 6
Captain Robert King
LFUCG Division of Fire and
Emergency Services
219 East Third Street
Lexington, KY 40508
859-361-1197



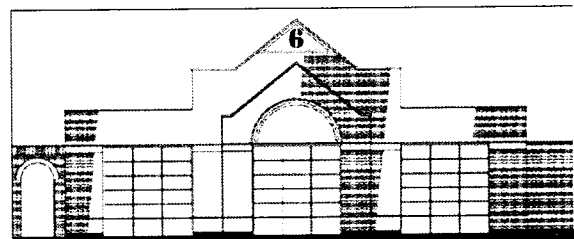
3 WEST ELEVATION
A1 SCALE: 1/8" = 1'-0"



Fire Station No. 5 & 6 Renovations

Station 5 is the Maxwell Street Station. It is a historic building and all repairs were approved by historic division. The roof, gutters and windows were replaced. A new kitchen was installed and the dorm room renovated. The exterior was painted. Cost: \$145,000

Station 6 is also partially a historic building. The original section was added on to in the 1980's. This addition needed a new roof, repairs to skylight, apparatus bay entry portico, and other significant maintenance items. Cost: \$85,000



CARMAN
Organization



CARMAN, formerly John L. Carman and Associates, was founded in 1980 with a philosophy of providing sensitive planning and design with an eye for the integration of technically sound responses to the natural and built environment. We have met the challenges of this philosophy with a broad range of experience with both the public and private sector. The commitment of our Landscape Architectural and Civil Engineering staff to each client has gained our firm the reputation of meeting unique demands of complex and challenging projects. Our staff listens to our clients and creates an understanding of their needs.

CARMAN has the experience and qualifications to approach an assignment in a comprehensive manner. We integrate creativity and technical expertise with an understanding of both small and large-scale environments. The integration of Landscape Architecture, Land Planning, Environmental Planning and Civil Engineering places our staff in a unique position to provide quality and timely consultation.

John Carman, President

*The Kentucky Erosion and Sediment Prevention Controls and
The United States Green Building Council
have certified and accredited three members of the CARMAN staff*

*CARMAN is Pre-Qualified by the Kentucky Transportation Cabinet, Department of Highways in
Rural and Urban Roadway Design, Construction Services and Bikeway Planning*

CARMAN employs seven licensed Landscape Architects led by Mr. John L. Carman, Senior Principal, KY license number 310. Additionally, CARMAN is permitted as an Engineering Company, permit number 1709. Civil Engineer, Mr. J. Wesley Turley, KY license number 24005, serves as the Engineer in Charge for CARMAN.

*"It is not the language of painters but the
language of nature which one should listen
to..... The feeling for the things them-
selves, for reality, is more important than the
feeling for pictures"*

Vincent Van Gogh

CARMAN
Environments Fully Realized



The Landscape Architectural and Civil Engineering staff at CARMAN provides comprehensive site design, land planning, and site/civil engineering services to a broad spectrum of clientele. Our staff consists of the following personnel by specialized discipline:

| | |
|----------------------------------|---|
| Landscape Architects, Registered | 7 |
| Landscape Architect, Intern | 3 |
| Civil Engineer | 1 |
| Administrative Professionals | 2 |

CARMAN's main office is located in Lexington, Kentucky with a satellite office located in Louisville, Kentucky. These two locations allow CARMAN to serve a broader geographical area without compromise to the time and attention we provide to our valuable clientele. CARMAN has provided professional services since 1980.

The CARMAN staff of Landscape Architectural and Civil Engineering professionals take pride in creating and integrating the natural and built environments for people and the protection of the natural, indigenous resources of those environments. The CARMAN office has a long history of creating award-winning Sustainable environments used for a variety of purposes such as Education, Recreation and Placemaking in the Public Realm.

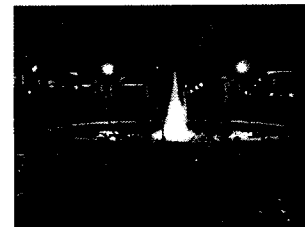
Professional Services Provided by CARMAN

The staff at CARMAN prides themselves in integrating a full range of site design services into their daily practice of improving the quality of both the natural and built environment. From the creation of a natural wildlife habitat to the development of a planned commercial center, the experienced staff of Landscape Architects at CARMAN provides sensitive solutions to specific site conditions and user needs. Uses of the landscape including Recreational, Institutional, Industrial, Housing, Educational, and Municipal facilities are adapted and created by our staff within the context of their site without compromising efficient, economical design. Our firm provides quality consulting services to Federal, State, and Local Governments; private developers; school boards; and architects in an integrated team method to gain maximum results.

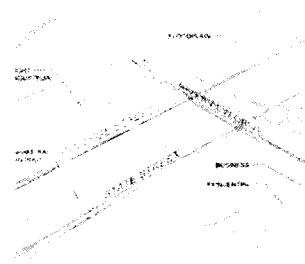
Strategies and directions for long-range comprehensive planning of an environment are fundamental to the success of the development of both large and small-scale environments. Our staff provides award-winning management and master plans for a variety of projects that are anticipated to be long-term in their development process. The foresight and perception of site development needs of a community, region, or specific environment are integrated into a planned scheme that is mapped into priorities, phases, and logical approaches for the best outcome. Large-scale industrial developments, university/college campuses, State Parks, and planned unit developments are all land uses that have been planned for long-range development by CARMAN. The ability to demonstrate specific impacts to long-range planning by performing Environmental Assessments, Scenic and Visual Assessments, Economic Feasibility, and Action Planning are all associated land planning functions offered by CARMAN.

As a comprehensive site design consultant, CARMAN offers Civil Engineering as a means to provide quality, functional design solutions. The Civil Engineering staff recognizes the need to engage technical workability into each and every design solution and strives to integrate pragmatic engineering needs of infrastructure, stormwater management, and utilities without compromising quality design and insuring technically efficient results. CARMAN has provided Civil Engineering services since 1992 as an added value to comprehensive site design services.

Landscape Architecture



Land and Urban Planning



Civil Engineering



Federal I.D. #61-1033777

John L. Carman, FASLA, RLA
Sr. Partner/Principal



John L. Carman established the firm of CARMAN in 1980 after successful practice with companies providing service in Landscape Architecture, Engineering, and Construction Management in Lexington, Kentucky and Huntington, West Virginia. With this training to build upon, Mr. Carman has since established an award-winning firm that provides services to a wide variety of clientele. Mr. Carman prides himself in being a "hands-on" manager and is always very active in each phase of all projects.

John Carman's experience extending over a 35-year period has been with large and small-scale projects ranging from Educational Facility Planning, Community Planning and Design, Site Engineering, Athletic Facility Design, and Environmental Planning. Mr. Carman is acknowledged as being on the cutting edge with creative and technically superior site design, particularly in the areas of storm water management and supporting site improvements. Mr. Carman contributes routinely at the University of Kentucky Landscape Architecture Department as adjunct professor and guest lecturer in a variety of design, construction, and professional practice courses.

Mr. Carman has developed a Landscape Architectural, Urban Design and Civil Engineering practice that has extended over a broad spectrum of public and private areas of design and planning. His practice has extended to Louisville where an office was established in 2007.

Mr. Carman recently presented project case studies on Complete Streets at the Regional Transportation Summit.

RELEVANT PROJECT EXPERIENCES

Louden House
Lexington, Kentucky

Cardome Community Center
Georgetown, Kentucky

Carnegie Center
Lexington, Kentucky

Kimball House
Lexington, Kentucky

Lyric Theater and Museum
Lexington, Kentucky

Solomon Family and Community Center
Ft. Jackson, South Carolina

EDUCATION

B.S. Landscape Architecture
University of Kentucky, 1976

PROFESSIONAL REGISTRATION

Landscape Architect, states of:
Kentucky - #310
CLARB - #797

PROFESSIONAL AFFILIATIONS

American Society of Landscape
Architects Member, Fellow

Council of Landscape Architectural
Registration Boards - National Board of
Directors, Past President

Kentucky Landscape Architectural Reg-
istration Board - Appointed 1989, 1994,
2006

KYDOT Paris Pike Design Review Task
Force

University of Kentucky Life Time Alumnus
and Fellow

'The Masters' PGA Golf Tournament Mar-
shal - Augusta National

CONTINUING EDUCATION

Engineering Methods for Improving
Watershed Quality

Incorporating Bioengineering Techniques
in Erosion and Sediment Control

Biotechnical Erosion Control Techniques:
Matching Techniques to Sites

Urban Stormwater Management

DPIC Contract Review and Revision

Urban Stormwater Management and De-
tention Pond Design

Ecological Restoration

Harvard Graduate School of Design -
Golf Course Design Course

Chris Howard, RLA, LEED AP
Principal / Partner



Chris Howard has been associated with CARMAN since 1996. Prior to 1996, Mr. Howard worked in a Whitesburg, Kentucky architectural office providing site design for a wide variety of projects in eastern Kentucky. As a project manager for CARMAN, Mr. Howard has actively managed many municipal, educational, recreational, industrial, and commercial facility projects. His responsibilities include master planning, site design, construction drawings, and construction administration.

As part of Chris's professional interest he has become a LEED accredited professional and applies green design principles to the CARMAN projects in a variety of creative means. Chris' experience in sustainable design has allowed him to engage these principles in many project types, particularly in the educational sector. His environmental sensitivity and awareness on school sites and campuses has provided many benefits with K -12, college and university unique environments.

RELEVANT EXPERIENCE

MSU Welcome and Alumni Center
Morehead, Kentucky

Living Arts and Science Center
Lexington, Kentucky

Lyric Theater and Museum
Lexington, Kentucky

Big Ass Fans Research and Manufacturing Complex
Lexington, Kentucky

New Fayette County High School
Lexington, Kentucky

East Market Street – NuLu Corridor Improvements
Louisville, Kentucky

AWARDS

American Society of Landscape Architects, Kentucky Chapter
Design Honor Award for Big Bone Lick State Park, Discovery Trail - Union, Kentucky,
2000

EDUCATION

B. S. Landscape Architecture
University of Kentucky, 1992

PROFESSIONAL REGISTRATION

Landscape Architect, state of:
Kentucky - #528

LEED®AP Professional

Certified Kentucky Erosion Prevention
and Sediment Control Program

PROFESSIONAL AFFILIATIONS

Council of Landscape Architectural
Registration Boards (CLARB) - Landscape
Architecture Registration Exam (LARE)
Grader

University of Kentucky, Department of
Landscape Architecture - Adjunct Profes-
sor, 2000

CONTINUING EDUCATION

Stormwater Pollution Prevention Plan
Preparer's Course 2010

LEED - NC Technical Review Training,
2005

Stormwater Design Seminar, 2003

National Recreation and Park Association
(NRPA) Southern Regional Conference,
"Regional Greenway Planning", 2002

Land Development Provisions to Protect
Water Quality, 2001

Rails to Trails and Greenways
Conference, 2000

John Wesley Turley, PE
Civil Engineer - Associate



Mr. Wes Turley is involved in all phases of the company operations. His responsibilities range from civil engineering, construction administration, land development, utilities, sanitary sewer, water, industrial engineering and management.

With over twelve years of experience, Mr. Turley has worked in the Civil Engineering industry with a variety of experience including stormwater design, sanitary sewer, water distribution, retention basin, and roadway design. He has also completed stormwater and utility designs for commercial projects, institutional developments and right-of-way improvements for community development projects.

As the principal engineering associate for CARMAN, Mr. Turley is fully involved in all aspects of engineering design and management for most all CARMAN projects. This responsibility includes permitting with local, State and Federal agencies in addition to responsibilities of projects during construction.

RELEVANT EXPERIENCE

4th State Veterans Affairs Nursing Home
Radcliff, Kentucky

Magoffin County High School
Salyersville, Kentucky

New Fayette County High School
Lexington, Kentucky

East Market Street – NuLu Corridor Improvements
Louisville, Kentucky

Squires Elementary School
Louisville, Kentucky

Fairview Independent High School
Fairview, Kentucky

EDUCATION

B.S. Civil Engineering
University of Kentucky, 1999

PROFESSIONAL REGISTRATION

Kentucky, Ohio, Indiana, Tennessee
Arizona

Certified Professional - Erosion and
Sediment Control

PROFESSIONAL AFFILIATIONS

Kentucky Society of Professional
Engineers

National Society of Professional
Engineers

American Society of Civil Engineers

PROFESSIONAL DEVELOPMENT

2010 KSPE Leadership Graduate
ICC Special Inspections Training; 2010

Critical Path Method: Intro to the Method
and Software

CPESC (Erosion and Sediment Control
Course); 2009

Channel Impacts/Bedload Sediment
Natural Channel Design--Conception to
Construction

Engineering Green Infrastructure

Louisville MSD Wet Weather Program

SD1-Consent Decree Update

Lexington Wastewater and Stormwater
Programs

Green Infrastructure & Wet Weather
Management

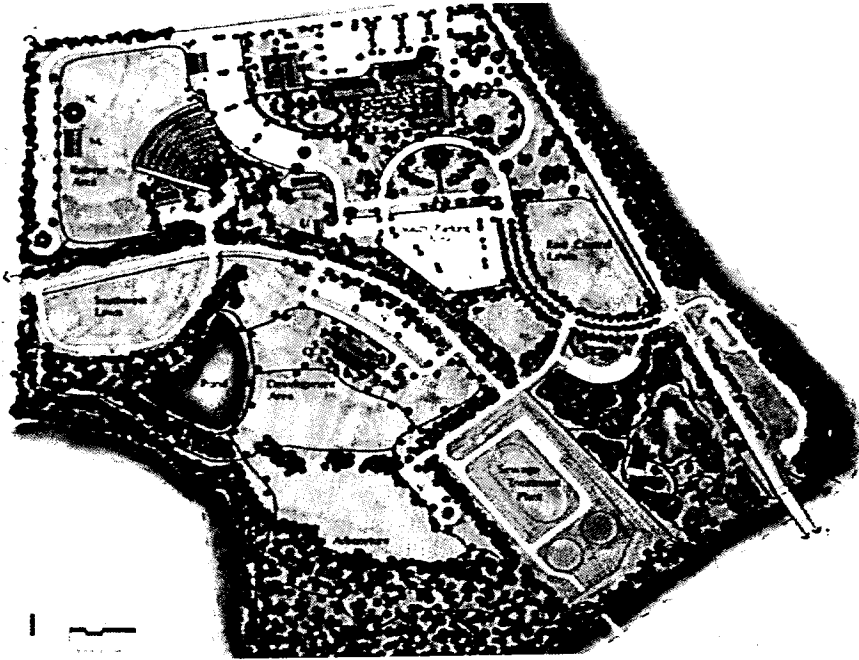
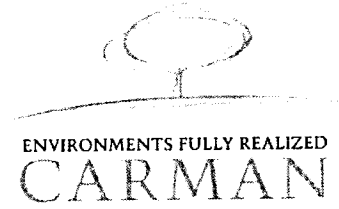
Pump Stations going silent, Ecosystem
Approach to Green

Introduction to HEC-RAS Culvert
Hydraulics

KY/TN ICSC Idea Exchange

CARDOME CENTER MASTER PLAN Georgetown, Kentucky

CLIENT: City of Georgetown
Ms. Sherry Williams, Director
502.863.1575



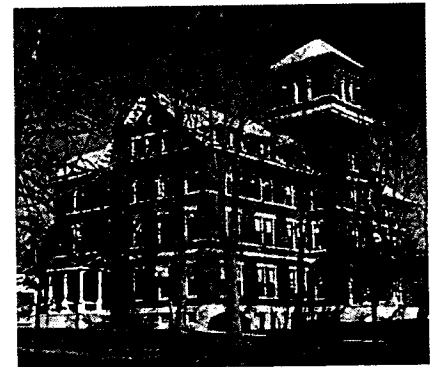
CARMAN was commissioned by the City of Georgetown to develop a master plan for this beautiful, historic property acquired in 1987 as a community center.

A campus of 10 buildings set on 87 acres dates back to 1890 when the Sisters of Visitation acquired the property and constructed the Cardome Visitation Academy.

Bordered by the Elkhorn Creek and U.S. 25, the property is just to the north of downtown Georgetown. The rolling, bluegrass terrain accented by large, hardwood trees was owned through the late 18th and 19th centuries by some of Kentucky's most prominent families. From Colonel John Floyd in 1774 to James F. Robinson, Kentucky's governor in 1862, the preservation of the historic record of this site is paramount to its future use.



The master plan included a trail system for passive recreational opportunities along with siting of new community buildings, parking areas, and an outdoor classroom pavilion. This pavilion is designed to be an educational center along the trail system while affording views into the surrounding landscape.



CARNEGIE LITERACY CENTER
Lexington, Kentucky

CLIENT: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507



When the Lexington Public Library expanded and relocated to another facility, the original library building located in Lexington's historic Gratz Park was vacated.

The historic building was too valuable not to utilize for other purposes, and it was determined that the building was to be used as a community learning center.

The building and site required considerable modifications to meet code requirements for accessibility and to accommodate the new user needs.

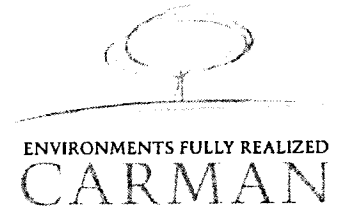
CARMAN was commissioned to provide plans for site accessibility modifications, parking lot expansion, and landscape enhancements.

All plans were reviewed by the Historic Architectural Review Board for strict compliance to local preservation standards and compliance with historically correct features of the site and building.



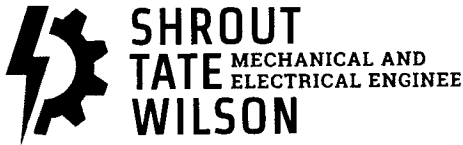
LOUDEN HOUSE
Lexington, Kentucky

CLIENT: Lexington-Fayette County Government
200 East Main Street
Lexington, Kentucky 40507



CARMAN was selected by Fitsimons Architecture to provide site planning, landscape architecture and civil engineering services for the renovation of the Historic Louden House.

CARMAN provided renovation and site enhancements for the historic structure that is utilized for studio and gallery space for the Lexington Art League.



Lexington • Louisville • STWENG.COM

DESCRIPTION: Firm Information & Background

CLIENT: Lexington-Fayette & Urban County Government

Designated Contact & Principal-in-Charge

Whitley Casey PE, Principal
859-277-8177
whitley.casey@stweng.com

Principals-In-Charge

The accessible involvement of our principals results in continuity and a solution-oriented approach to projects.

Whitley Casey, PE, Principal
Electrical Engineer Registration # 25711
whitley.casey@stweng.com

Firm Information & Background

Since 1981, Shrout Tate Wilson Engineers has been providing superior consulting engineering services for mechanical, electrical, plumbing and fire protection systems. In March of 2014, Shrout Tate Wilson Engineers and KTA, Inc. announced a merger of the firms. Together, we boast over half a century of experience designing systems that are sustainable by both the operator and the environment.

We are the authority in high-efficiency Geothermal and Variable Refrigerant Volume (VRV) design as well as classical chilled water, hot water, and steam systems. When this expertise is coupled with our ongoing drive for learning, we deliver innovative HVAC designs. Our electrical design expertise includes energy efficient lighting, power distribution systems, and low voltage communication systems.

It may sound trite, but to us, our personality is a big piece of why we are your partner beyond the first-project honeymoon. The rest of the pie is made up of early & often communications and a "roll-up our sleeve" attitude.

Your projects are our business. This is why we don't shy away from problems when they occur. Instead, we apply stick-to-itiveness and professionalism to address challenges like schedule and coordination.

In-House Personnel

The next big challenges are here. Not just in new advances, but also making better use of our buildings and the resources we have. Like you, we are thought leaders, leading the way with progressive work and green building projects in and for our community.

We continue to expand our firm's talent pool, making us stronger than ever. We now have a total of 29 dedicated professionals on staff.

- Professional Engineers (PE) - 10
- LEED Accredited Professionals (LEED AP) - 9
- Certified Commissioning Authorities (CxA) - 5
- Certified Energy Managers (CEM) - 3
- Registered Communications Distribution Designer (RCDD) - 1

References

Bill Wallace

Director, Facility Design & Construction
Fayette County Public Schools
859-381-3824
bill.wallace@fayette.kyschools.us

Bill Slone

Associate Director of M/E Engineering
Branch
Division of Engineering & Contract
Administration
Commonwealth of Kentucky
403 Wapping Street
Frankfort, KY 40601
(502) 782-0333
bill.slone@ky.gov

Tom Calkins

Finance Director
City of Nicholasville
(859) 885-9473
tom.calkins@nicholasville.org

LEXINGTON 628 Winchester Road
Lexington, KY 40505
(859) 277-8177

LOUISVILLE 207 West Market Street, Suite 300
Louisville, KY 40202
(502) 929-3001

950-0404 Experience Profile

PROJECT Carver Community Center

Owner:

Lexington-Fayette & Urban County
Government

Contact:

Joyce Thomas
859-258-3054

Project Location:

Lexington Kentucky

Project Cost:

\$1,300,000 (HVAC)
\$2,000,000 (Restroom)

Project Size (Building):

26,050 Square Feet

Status:

Completed 2012 (HVAC)
Completed 2015 (Restroom)

CARVER COMMUNITY CENTER RENOVATIONS



The **Carver Community Center** once served as an elementary school in downtown Lexington from 1934 until the 1970's. Currently, the building supports various community activities and classes.

In 2012, our firm began work on a renovation that included a full HVAC replacement, roof repair, and electrical upgrades. The HVAC system included a Variable Refrigerant Volume (VRV) System with cassette units throughout the building. A separate air-cooled rooftop unit was designed to serve the gymnasium area and a rooftop energy recovery unit was included for the required outside air needed in the building. A new DDC control system was also installed. Electrical upgrades were included to accommodate the new HVAC system.

In 2014, STW was selected to design the first floor restroom renovation and replacement of adjacent drinking fountains. The restroom layouts on the first floor were rearranged and all new plumbing fixtures and piping were included to accommodate the new design. New light fixtures and hand dryers were included. The new drinking fountain includes a bottle filler station.

00700007 Experience Profile

00000001 Campton School Apartments

Owner:

AU Associates
Lexington, Kentucky

Contact:

Holly Wiedemann
859-233-2009

Project Location:

Campton, Kentucky

Project Cost:

\$2,500,000 (\$72.41 cost per sf)

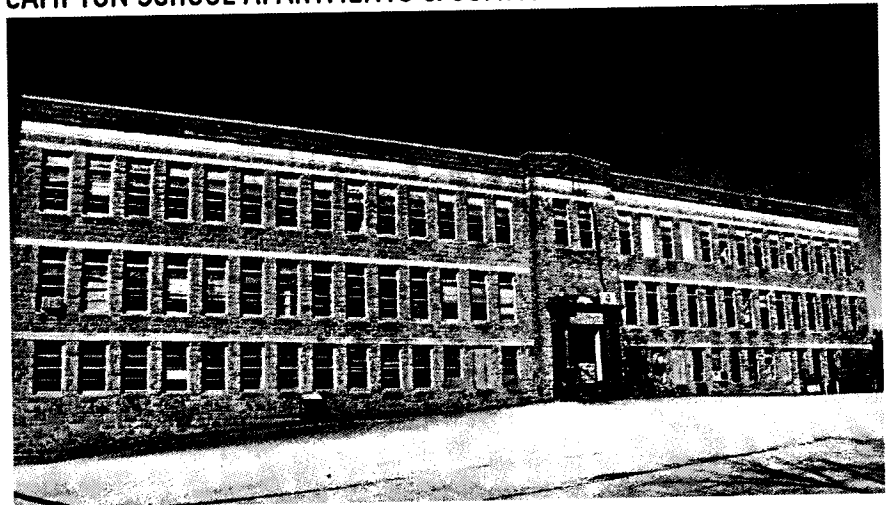
Project Size (Building):

29,869 Square Feet

Status:

Completed 2015

CAMPTON SCHOOL APARTMENTS & COMMUNITY CENTER



The Campton School Apartments is a adaptive reuse of the historic Old Wolfe County High School into 19 units of mixed-use, low-income elderly housing and the new **Wolfe County Community Center**. Of particular importance to this project was the preservation of the building's historic character. This building is listed on the National Register of Historic Places.

The residential interior is completely modernized with new HVAC, plumbing and electrical systems featuring new energy efficient appliances. The Community Center also includes brand new mechanical, electrical, and plumbing systems and includes public restrooms, a concession area, a new stage and associated sound and lighting systems and a fitness center.

DOCUMENT RESUME

WHITLEY C. CASEY, P.E., *Principal*



Education

**Bachelor of Science in
Electrical Engineering**, Minor in
Mathematics, Graduated Magna
Cum Laude, May 2003
University of Kentucky College of
Engineering

Relevant Project Experience

- LFUCG Fire Station #2
- LFUCG Dixie Pump Station
- Lexington Public Library
Palumbo Renovation
- Forkland Community Center
Renovation
- Carver Community Center –
HVAC Replacement
- Bourbon County Library
- St. Peter Claver Catholic
Church
- University of Kentucky Men's
Basketball Team Locker Rooms,
Rupp Arena
- Administrative Office of the
Courts Office Renovation
- Asbury University Electrical
Study
- Campton School Apartments

Professional Experience

Shrout Tate Wilson Consulting Engineers, Lexington, KY **2003 - Present**
Mr. Casey leads STW's team for the firm's most challenging projects. His responsibilities also include the design of lighting, power distribution, emergency power systems, fire alarm, sound/intercom, telephone/data and miscellaneous control systems for our Municipal, Education, Commercial, Church, and Wastewater Treatment Plant projects. Whitley incorporates systems into contract documents using AutoCad and Revit MEP. He also models and simulates building performances using EQuest software to verify designs meet Energy Star requirements.

Primary Areas of Experience

- Lighting Design
- Energy Conservation
- Fire Alarm Systems
- Communication Systems
- Power and Distribution
- Special Systems
- Computer Network Systems
- Theatrical Systems
- Professional Sound Systems

Registrations

- PE (Professional Engineer) KY Registration # 21482
- LEED (Leadership in Energy and Environmental Design) Accredited Professional
- CEM (Certified Energy Manager)
- CxA (Certified Commissioning Authority)
- L.S.I.T. (Land Surveyor in Training)

Professional Affiliations

- US Green Building Council Member
- Kentucky Society of Professional Engineers
- National Society of Professional Engineers
- Association of Energy Engineers

Community Involvement

- One to One Reading Program at William Wells Brown Elementary

CORY V. SHARRARD, P.E., *Project Manager, Mechanical Engineer*



Professional Experience

Shrout Tate Wilson Consulting Engineers, Lexington, KY 2014-Present
Responsible for the design, specification, estimation and construction administration of plumbing, fire suppression, and mechanical projects at Shrout Tate Wilson. Designs include: VAV Air Handling Unit systems, Central Chilled Water and Central Boiler systems, Central Geothermal systems, Central Geothermal Modular Heat pumps with Variable Primary Flow, Energy Recovery systems, Hybrid Geothermal systems, and Solar Hot Water Heating systems, Air-cooled VRV systems, and Water-cooled VRV with Hybrid Geothermal systems.

KTA, Inc., Consulting Engineers, Lexington, KY 1998-2014
KTA Principal. Responsible for mechanical cost estimating, cost tracking, and plan submittal for the majority of projects at KTA, Inc. Also responsible for calculating comparative life cycle cost analyses to prepare studies for various projects. Projects included educational, commercial, government, and healthcare.

Primary Areas of Experience

- HVAC
- Plumbing
- Fire Protection
- Central Plants
- Geothermal
- Chilled Beam
- Energy Recovery
- Temperature Controls

Registrations

- PE (Professional Engineer) KY Registration # 23106
- LEED (Leadership in Energy and Environmental Design) Accredited Professional
- CxA (Certified Commissioning Authority)

Professional Affiliations

- Society of Marketing Professional Services, Membership Chair, Past President
- Kentucky Society of Professional Engineers, Professional Development Committee Vice Chair
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), Secretary

Education

Bachelor of Science in Industrial Technology, May 1996
Murray State University

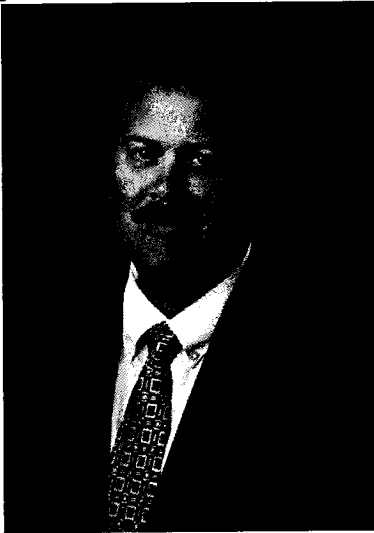
Bachelor of Science in Mechanical Engineering, May 1998
University of Kentucky

Related Experience

- Carver Community Center – Restroom Renovation Phase 1
- Carver Community Center – HVAC Replacement
- Lyric Theatre – Addition/Renovation
- Loudon House Renovation
- UK Arboretum New Restroom Building
- Pleasant View House Renovation
- Eastern Kentucky University Housing Study
- Scott Schools Facility Surveys
- Fayette County Public Schools Facility Survey and Assessment for future Preschool Building
- Turner Elementary Feasibility Study
- Stonewall Elementary School Renovation and Addition

DOCUMENT RESUME

JIM SMITH, *Electrical Designer*



Education

Associate in Applied Science,
Business Administration, 2014
Associate in Applied Science,
Computer & Information
Technology, 2012
Associate in Science, General
Studies, 2012
Associate in Arts, General
Studies, 2012
Kentucky Community & Technical
College System

Relevant Project Experience

- Lexington Fire Department
Maintenance Ph 2 Building
- Bluegrass Station Building 3
Bay A
- Marriott Town Place
- Maxwell Elementary HVAC
Renovation
- Parkway Plaza Apartment
Renovation
- State Office Building
Renovation
- Lexington Catholic High School
Facility Surveys
- Boone County HVAC
Renovation Phase 2

Professional Experience

Shrout Tate Wilson Consulting Engineers, Lexington, KY 2014 - Present

Jim brings an unmatched attention to detail to his projects. For STW, Jim works on a variety of building types including multi-unit housing, historic renovations, healthcare, and K-12. Mr. Smith is responsible for the design and specification of electrical systems including: energy efficient lighting and power distribution systems, emergency power systems, communication systems, and fire alarm systems.

Parsons Electric, Inc., Lexington, KY 2000-2014

Design of building electrical systems for all phases of development. Incorporated power, lighting and systems (including communications, fire alarm, paging, security, card access, closed-circuit television, nurse call, code blue, and grounding) to building design. Project experience ranged from small renovations to projects over one million square feet. Jim also provided BIM coordination using Autodesk Revit.

Certifications

- Kentucky Master Electrician License
- FCC Class 3 Commercial Radiotelephone Operator's Permit
- Microsoft Certified Systems Administrator
- Information Technology A+
- Information Technology Fundamentals

Primary Areas of Expertise

- Lighting Design
- Energy Conservation
- Fire Alarm Systems
- Communication Systems
- Power and Distribution
- Special Systems
- Computer Network Systems
- Theatrical Systems
- Professional Sound Systems

LEXINGTON 628 Winchester Road
Lexington, KY 40505
(859) 277-8177

LOUISVILLE 207 West Market Street, Suite 300
Louisville, KY 40202
(502) 829-3501

EQUAL OPPORTUNITY AGREEMENT

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

Shrout Tak Wilson
Name of Business

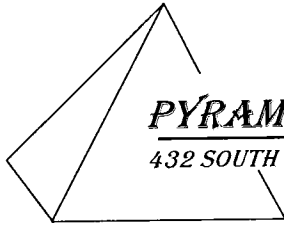
WORKFORCE ANALYSIS FORM

Name of Organization: Shrout Tate Wilson Consulting Engineers

Date: 12 / 8 / 2015

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-----------|-----------|----------|--------|---|-------|---|-------|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators | 1 | | 1 | | | | | | | | |
| Professionals | 10 | 9 | 1 | | | | | | | | |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foremen | | | | | | | | | | | |
| Technicians | 5 | 4 | 1 | | | | | | | | |
| Protective Service | | | | | | | | | | | |
| Para-Professionals | 9 | 7 | 2 | | | | | | | | |
| Office/Clerical | 4 | | 4 | | | | | | | | |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total: | 29 | 20 | 9 | | | | | | | | |

Prepared by: Whitley Casey, Principal
Name & Title



PYRAMID CONSULTING STRUCTURAL/CIVIL ENGINEERS, INC.

*432 SOUTH BROADWAY LEXINGTON, KENTUCKY 40508 (859) 252-1678 / FAX (859) 226-0512
pyramidcse@qx.net*

EXECUTIVE SUMMARY

FIRM DESCRIPTION

Pyramid Consulting Structural/Civil Engineers, Inc. was founded in 1994 by Mohammad R. Seraji, its current president.

Pyramid Consulting Structural/Civil Engineers, Inc. is a full service structural consulting firm offering extensive experience in the structural design development of emergency facilities, commercial/industrial buildings, schools, churches, hospitals, incarceration facilities, airport facilities, and highway transportation superstructures/substructures, structural analysis and design including dynamic/vibration analysis, foundations, software development, and forensic engineering. We have project managers on staff with experience in the design-build environment where quick turnaround is critical.

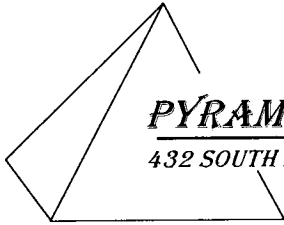
Our office is located at: 432 South Broadway, Lexington, KY 40508

Contact Person: Mohammad R. Seraji, P.E., President
Phone: 859-252-1678
Fax: 859-226-0152
E-Mail: mo.pyramid@qx.net

PROJECT TEAM

PRINCIPLE-IN-CHARGE – Mohammad R. Seraji P.E.
PROJECT MANAGER – Jordan M. Yeiser P.E.
PROJECT ENGINEER – Dave Mills, E.I.T.
CAD TECHNICIAN – Standley Shelton

Please see attached resumes for more information about the project team's relevant experience.



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pyramidcse@qx.net

MOHAMMAD R. SERAJI, P.E.
Structural/Civil Engineer
President

EXPERIENCE

For the past seven years, Mr. Seraji has been a volunteer with the Post Disaster Search and Rescue Operations. He has assisted in post-disaster efforts, most recently during the West Liberty tornados. Mr. Seraji also volunteers to teach courses preparing various rescue centers on how to evaluate and temporarily shore damaged buildings following a catastrophic event.

President, Pyramid Consulting Structural Engineers, Inc., Lexington, Kentucky -- Principal in charge of Lexington office. Responsible for management of five full-time and two part-time employees. Design development of structural plans and specifications, structural site monitoring, shop drawing review.

Project Engineer/Structural Engineer, Buell-Fryer & Associates, Lexington, Kentucky -- Responsible for preparing structural plans and directing the design and drafting department. Drafted and edited structural specifications, coordinated work with clients and other design team consultants, performed site monitoring and checking shop drawings of construction in progress.

Structural Engineer/Detailer, Southeast Steel, Lexington, Kentucky -- Performed structural engineering design and supervised drafting department, managing and coordinating all projects.

Lecturer, University of Louisville Speed Scientific School, Louisville, Kentucky -- Responsible for instructing courses in graphics, surveying, strength of material lab and statics, and strengths of material.

EDUCATION

University of Louisville, Master of Engineering (pending)
University of Kentucky, B.S.C.E., 1982

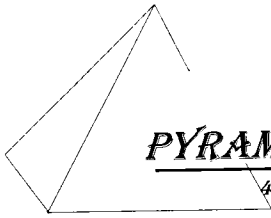
PROFESSIONAL MEMBERSHIPS

Structural Engineers Association of Kentucky.
Consulting Engineers Council of Kentucky.

REGISTRATION

Professional Engineer in Kentucky, Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Idaho, Indiana, Iowa, Kansas, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Vermont, West Virginia, Wisconsin, & Wyoming.

Kentucky P.E. License #: 17387



PYRAMID CONSULTING STRUCTURAL/CIVIL ENGINEERS, INC.

432 SOUTH BROADWAY LEXINGTON, KENTUCKY 40578 (859) 252-1678 FAX (859) 226-0512

pyramidcse@qx.net

Historical Preservation and Renovation Projects:

Fulton County Courthouse

Fulton County, Kentucky
Client: Fulton County Fiscal Court
Construction Cost: \$3,200,000
Completion Date: 1994

The scope of services for this project included renovation and addition of a late 1800's courthouse to comply with A.O.C. standards and handicapped accessibility to all floors. The structural design consisted of seismic retrofitting of the structure for zone 3, an addition of an elevator shaft for access to all floors, supporting and renovating the existing attic for record storage, and preservation of the existing exterior masonry walls.

Best Lovell Building

Richmond, Kentucky
Client: The City of Richmond, Kentucky
Construction Cost: \$2,200,000
Completion Date: 1997

The scope of services for this project included the renovation of a 1901 three story multi-wythe brick building. This building was used for the City of Richmond government office use. The structural design consists of removing and replacing the existing fire damaged floor with a new framing system, addition of an elevator to access all floors, and deepening the existing basement in order to provide additional headroom for accessibility to the elevator machine room, and mechanical and electrical rooms. Our scope of work also included preservation and reinforcement of exterior masonry walls.

Bourbon County Courthouse

Paris, Kentucky
Client: Bourbon County Fiscal Court
Construction Cost: \$2,200,000
Completion Date: 1998

This project was a renovation of a 1903 - three story courthouse. The structural design consisted of an elevator addition to access all floors, restoration and reinforcement of long span sand stone steps, reinforcement of a clock tower and demolition and restructuring of an existing exterior elevated front entry.

Arabat Cultural Center

Moscow, Russia

Client: Ellerbe Beckett

Construction Cost: \$350,000,000

Completion Date: 1997

Pyramid Consulting Structural/Civil Engineers, Inc.'s scope of service was to review the report prepared by the Structure Protection Research and Engineering Center and to assist Ellerbe Beckett in calculating the dynamic properties of the structure and recommend an appropriate type of vibration isolation in order to reduce vibration transmission to the super structure due to moving of the underground subway line.

1840 First Presbyterian Church Tower

Frankfort, Kentucky

Client: The First Presbyterian Church, Mr. Gleason Wheatley

Construction Cost: \$460,000

Completion Date: 1999

The First Presbyterian Church was originally built in 1815. The building had been exposed to water which has caused extensive damages to members such as main piers, arches and other structural compounds. The water damage has caused the weakening of the pier which resulted in main piers twisting and pulling away from their original location which in turn has caused distress and failure of other wall components such as archways and building buttresses. In order to renovate the existing structure a full evaluation of the structure was undertaken after a failed attempt by a different project team. Pyramid Consulting Structural/Civil Engineers, Inc. was retained to provide structural services. The structural work involved stabilization and reconstruction/reinforcing of an 85 foot tall masonry load bearing tower with 4 main piers and other load bearing structural wall components.

Madison County Courthouse

Richmond, Kentucky

Client: The City of Richmond, Kentucky

Construction Cost: \$3,200,000

Completion Date: 1998

This project scope of services involved the renovation of a late 1800's federal district courthouse and three-story addition. The renovation consisted of removal of a number of main multi-wythe load bearing walls with new structural steel columns and beams. Another portion of the renovation involved reinforcement of an attic floor system in order for the floor to be utilized for office and mechanical room space. Due to the roof slope and the corner of the building next to the new addition; an existing roof truss had to be retrofitted in order to create adequate headroom height in the attic space so that it could be utilized as office space.

Woodford County Court House

Versailles, Kentucky

Client: Woodford County Fiscal Court

Construction Cost: \$3,000,000

Completion Date: 1998

This project's scope of services included design and development of structural plans and specifications, shop drawing review and site inspections of work in progress for a new courthouse.

Sayre School Constitution House

Lexington, Kentucky
Client: Gray Construction
Construction Cost: \$400,000
Completion Date: 2002

This project's scope of services include performing a preliminary inspection of historic structure, assess the structural capacity of the floor system for a change in the usage of the building from a residence to an office, and to provide all necessary drawing documents that are required for this change.

Irvine Renaissance Apartments

Irvine, Kentucky
Client:
Construction Cost: \$1,750,000
Completion Date: 2001

The scope of services for this project involved the historic renovation and constructive re-use of these apartments.

Elizabeth McMurtry House

Lexington, Kentucky
Construction Cost: \$900,000
Completion Date: 2003

The scope of services for this project included the restoration and renovation of an 1886 two and a half story Italianate urban villa. The building was converted from a residence into an office building with two apartments. The renovation consisted of adding a stair tower inside the main structure to access all floors, creating a new entrance opening for the basement, stabilizing and reconstructing the brick veneer, and reconstructing all deteriorated chimneys.

Bourbon County Wright House

Bourbon County, KY
Construction Cost: \$575,000
Completion Date: 2002

This house is an 1880's wood structure purchased by the Department of Transportation to be used as a welcome center as part of the Paris Pike Corridor Restoration. The scope of services consisted of assessing the structural condition of the residence and providing the restructure requirements, and providing the information for this building to be used as a public building.

HENRY CLAY BUILDING (YWCA)

Louisville, KY

Construction cost: \$11,200,000.00

Completion Date: 2008

The nine story building was built in the late 1920's .The structure was use as excrsie facility ,boarding house and ballroom dancing .The scope of services consist of changing the pool area to parking, changing the use to condominium, adding elevator ,stair tower and adding new penthouse floor.

THE NEAL BUILDING

Carlisle, KY

Construction cost: \$850,000.00

Completion Date: 2008

Renovation of historic building for public use, reinforcing the existing floor structure to house public gathering and adding elevator tower inside the building.

December 1, 2015

**RFP #55-2015 Architectural and Engineering Services Kenwick
Community Center Renovation
Affirmative Action Plan**

FITZSIMONS OFFICE of ARCHITECTURE, INC.

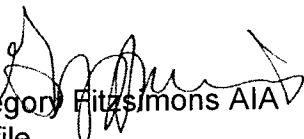
112 West Third St. Lexington, KY 40508-1700

fax 859●226●9283

tel 859●243●0838

Fitzsimons Office of Architecture Affirmative Action Plan includes perusing qualified minorities to ensure that our staff is representative of the available work-force in our community.

STW Consulting Engineers has a female partner/principal Cory Sherrod. As the lead mechanical and plumbing engineer she would be responsible for more than fifty percent of the engineering.


Gregory Fitzsimons AIA
C: file

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is Gregory Fitzsimons and he/she is the individual submitting the proposal or is the authorized representative of Fitzsimons Office of Architecture, Inc., 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.

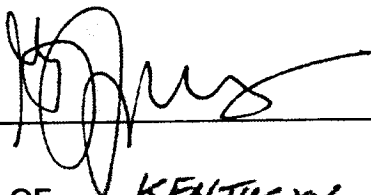
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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.



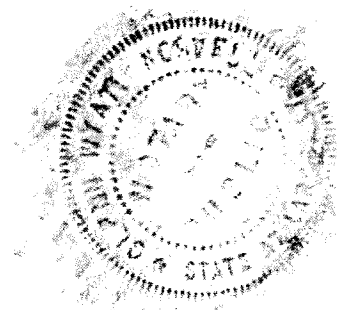
STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by GREGORY FITZSIMMONS on this the 22ND day of DECEMBER, 2015.

My Commission expires: 11/8/2016


NOTARY PUBLIC, STATE AT LARGE
476398



EQUAL OPPORTUNITY AGREEMENT

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.

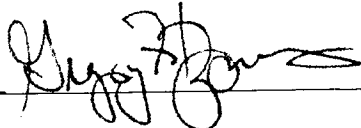
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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



Fitzsimons Office of Architecture

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Fitzsimons Office of Architecture

Date: 12 / 1 / 15

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-------|-------|---|--------|---|-------|---|-------|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators | 1 | 1 | | | | | | | | 1 | |
| Professionals | 1 | 1 | | | | | | | | 1 | |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foremen | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total: | 2 | 2 | | | | | | | | 2 | |

Prepared by: Gregory Fitzsimons, CAO
Name & Title

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

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

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

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

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: Fitzsimons Office of Architecture

Complete Address: 112 West Third Street Lexington KY 40508-1700
Street City Zip

Contact Name: Gregory Fitzsimons Title: CAO

Telephone Number: 243-0838 Fax Number: 226-9283

Email address: gftzsimons@foarch.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms 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 participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

| Business | Contact | Email Address | Phone |
|---|--|--|--------------|
| LFUCG | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Diversity Council | Sonya Brown | sbrown@tsmsdc.com | 502-625-0137 |
| Small Business Development Council | Dee Dee Harbut UK SBDC | ddharbut@uky.edu | |
| | Shiree Mack | smack@uky.edu | |
| Community Ventures Corporation | James Coles | jcoles@cycky.org | 859-231-0054 |
| KY Department of Transportation | Melvin Bynes | Melvin.bynes@ky.gov | 502-564-3601 |
| | Shella Eagle | Shella.Eagle@ky.gov | 502-564-3601 |
| Ohio River Valley Women’s Business Council (WBENC) | Rea Waldon | rwaldon@gcul.org | 513-487-6534 |
| Kentucky MWBE Certification Program | Yvette Smith, Kentucky Finance Cabinet | Yvette.Smith@ky.gov | 502-564-8099 |
| National Women Business Owner’s Council (NWBOC) | Janet Harris-Lange | janet@nwvoc.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| LaVoz de Kentucky | Andres Cruz | lavozecky@yahoo.com | 859-621-2106 |
| The Key News Journal | Patrice Muhammad | paatricem@keynewsjournal.com | 859-373-9428 |



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 55-2015 Kenwick

The MWDBE 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.

| MWDBE Company, Name, Address, Phone, Email | 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.

Fitzsimons Office of Architecture

Company

12/1/15

Date

Company Representative

CAO

Title



LFUCG MWDBE SUBSTITUTION FORM


Bid/RFP/Quote Reference # 55-2015 Kenwick

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

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

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

Fitzsimons Office of Architecture
Company
12/1/15
Date


Company Representative
CAO
Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 55-2015 Kenwick

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.


| | |
|--|---|
| Company Name <u>Fitzsimons Office of Architecture</u> | Contact Person <u>Gregory Fitzsimons</u> |
| Address/Phone/Email <u>112 West Third St. Lexington, KY 40508</u> | Bid Package / Bid Date <u>55-2015 Kenwick 12/22/15</u> |

| 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 |
|-----------------------|----------------|---|----------------|--------------------------|---|--|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |

(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.

Fitzsimons Office of Architecture
 Company
12/1/15
 Date


 Company Representative
CAO
 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

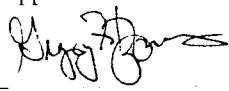
Bid/RFP/Quote # 55-2015 Kenwick
Total Contract Amount Awarded to Prime Contractor for this Project \$21,000.00

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

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

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

Fitzsimons Office of Architecture
Company
12/1/15
Date



Company Representative
CAO
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 55-2015 Kenwick

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 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 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 of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 to determine their level of interest.

- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

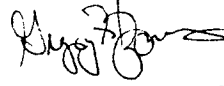
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Fitzsimons Office of Architecture

Company

12/1/15

Date



Company Representative

CAO

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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.

Signature 

12/1/15

Date



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#55-2015**

Date: December 11, 2015

Subject: Architectural and Engineering Services for Kenwick
Community Center Renovation

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

TO ALL PROSPECTIVE SUBMITTERS:

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


The Professional Liability requirement has been changed to \$1 million per occurrence, \$2 million aggregate.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Fitzsimons Office of Architecture

ADDRESS: 112 West Third Street, Lexington, KY 40508

SIGNATURE OF BIDDER: 



Robertson-Ave

White Ave

Marne-Ave

Hazel-Ave

Memory-Ln

Preston-Ave

Bassett-Ave

Sherman-Ave

Menifee-Ave

Gramer-Ave

Kenwick

Lincoln-Ave

Owsley-Ave

Victory-Ave

Richmond-Ave

Mentelle-Park

THE MONUMENTAL ARCHITECTURAL INC.
Westwood, St. Lexington, KY 40503-1700
Tel: 859-521-0223 Fax: 859-521-0328