

ATTACHMENT E

Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of JUL 02 2019, 2019 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and EOP ARCHITECTS (**CONSULTANT**) for the provision of architectural and engineering services, as described in the attached Request for Proposal document. The services are to include a full Feasibility Study, and the option to proceed through Schematic Design, Design Development, Construction Documents, and Construction Administration as outlined in the **OWNER'S** Request for Proposal No 18-2019 for the Lexington Fayette Urban County Government (LFUCG) Government Center, located at 200 East Main Street, Lexington, KY 40507. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 18-2019.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project as outlined in the Request for Proposal No. 18-2019, shall serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below, and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1. **CONSULTANT** shall perform professional services as hereinafter stated which include customary architectural design and engineering incidental thereto.
- 1.2. The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 18-2019. (**Exhibit A**), and Consultant's Response dated May 30, 2019 (**Exhibit B**).
- 1.3. To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 18-2019 (**Exhibit "A"**).

- 1.4. After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:
- 1.4.1. Notify **OWNER** in writing of its authorized representative who shall act as Project architect and liaison representative between **CONSULTANT** and **OWNER**.
 - 1.4.2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in **Exhibit A**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of feasibility options, analysis, programming & space planning, preliminary design options, cost estimates with value engineering options, and recommendations for final design, as well as all required deliverables listed in the Request for Proposal. See **Exhibit A** for complete listing of all deliverables.
- 1.5. This Agreement, together with the Exhibits and schedules identified and referenced herein, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 1.6. The General Condition provisions of RFP No. 18-2019 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by **Exhibit A** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council. **OWNER** shall not be liable for the value of or costs incurred by **CONSULTANT** in providing Additional Services without prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1.** Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2.** Assist **CONSULTANT** by placing at his/her disposal available information pertinent to the Project.
- 3.3.** Examine 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.
- 3.6.** Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1.** All services to be performed by **CONSULTANT** under the terms of this Agreement shall be performed in full, without exception, in accordance with the project schedule and timeline provided in **Exhibit A**. 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 delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall, within 30 days from the date of the delay, apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties,

and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an extension of time.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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

Phase 1:

<u>Feasibility Study Cost (Total of Services Below)</u>	\$ <u>22,500</u>
Task 1: Preliminary Investigation & Approach	\$ <u>10,000</u>
Task 2: Investigation, Testing, & Implementation	\$ <u>12,500</u>

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

Phase 2:

Construction Documents & Construction Administration Services

Total of Architectural/ Engineering Services Below

(percentage of construction cost)	<u>10 %</u>
Task 1: Schematic Design: (percentage of construction cost)	<u>1.5 %</u>
Task 2: Design Development: (percentage of construction cost)	<u>2.0 %</u>
Task 3: Construction Documents: (percentage of construction cost)	<u>3.5 %</u>
Task 4: Bidding Assistance: (percentage of construction cost)	<u>0.5 %</u>
Task 5: Construction Administration: (percentage of construction cost)	<u>2.0 %</u>
Task 6: Project Closeout: (percentage of construction cost)	<u>0.5 %</u>

5.2. Payment for Additional Services

5.2.1. Additional Services, as permitted under Section 2, shall be compensated at the unit rates listed below. The City of Lexington reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice). All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>250 \$/HR</u>
<u>Project Manager</u>	<u>135 \$/HR</u>
<u>Registered Architect</u>	<u>135 \$/HR</u>
<u>Graduate Architect</u>	<u>110 \$/HR</u>
<u>Clerical</u>	<u>65 \$/HR</u>
<u>Sr. Interior Designer</u>	<u>100 \$/HR</u>
<u>Graphic Designer</u>	<u>100 \$/HR</u>

Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be _____ 1.15 %

Reimbursable expenses are included in the lump sum cost in section 5.1. Reimbursable expenses for additional services will be based on actual costs.

5.3 Times of Payment.

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

5.4. Other Provisions Concerning Payments.

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

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

5.4.3. In the event **CONSULTANT** shall terminate the Agreement because of gross delays caused by **OWNER**, **CONSULTANT** shall be paid as set forth in Section 5.4.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by **CONSULTANT** upon ten (10) days written notice in the event of substantial failure by **OWNER** to perform in accordance with the terms hereof through no fault of **CONSULTANT**, provided **OWNER** fails to cure such default within the ten (10) days of receiving written notice from **CONSULTANT** of the default.

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

6.2. Ownership and Reuse of Documents.

All documents, including Drawings, Specifications, Reports, Digital Files, and Cost Estimates, 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. **CONSULTANT** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, **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, **CONSULTANT** shall be acting as an independent contractor. **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**. **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.

6.4. Successors and Assigns.

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

6.4.2. CONSULTANT shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. **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 **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

6.6.1. CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 18-2019 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

7.1. CONSULTANT will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap.

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. **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 **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of **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 - COMMUNICATIONS

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

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

OWNER:

Linda Gorton

Signature

Linda Gorton, Mayor

Printed Name & Title

JUL 0 2 2019

Date

CONSULTANT:

Paul Ochenskosi

Signature

PAUL OCHENKOSKI / PRINCIPAL

Printed Name & Title

6/4/19

Date



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #18-2019 Government Center Building Elevator Evaluation Design Services** 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 **May 16, 2019**.

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 #18-2019 Government Center Building Elevator Evaluation Design Services If mailed, the envelope must be addressed to:

Todd Slatin – 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.

A non-mandatory pre-proposal conference will be held May 2, 2019, 1:00 pm, 200 E Main St, 3rd Floor Purchasing Conference Room, Lexington, KY.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) 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 LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

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. Professional qualifications and experience of the team with preparing feasibility studies, circulation analysis, space planning, and cost analysis. 25
2. Demonstrated understanding of the requirements of the project. Including past experience with preparation of Elevator Evaluations and Condition Assessments and Circulation Analysis, Repairs, Renovations, and Additions. 20
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 10
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 10
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 30

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Date

Company Representative

Title

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

B. At Will Termination

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

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

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that 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, AAND 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
Professional Liability	\$100,000
Worker's Compensation	Statutory
Employer's Liability	\$100,000

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.

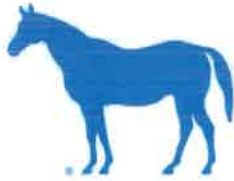
Right to Review, Audit and Inspect

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.

00471865



LEXINGTON

REQUEST FOR PROPOSALS

FOR:

**GOVERNMENT CENTER BUILDING
ELEVATOR EVALUATION DESIGN SERVICES**

RFP # 18-2019

Department of General Services

Division of Facilities & Fleet Management

Project Management Group

April 2019

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ATTACHMENT C – Government Center Reference Site Plan
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INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from architect/engineering consultants who are expertly qualified in the performance of assessments and evaluations of elevator system condition and modernization. The purpose of these services is to assess the current condition and provide recommendations for corrective work on the **Government Center Elevators** located at **200 East Main St., Lexington Kentucky**.

The Project shall consist of 2 Phases:

1. Feasibility Analysis & Report
2. Design Services from Schematic through Construction Administration

PROJECT NARRATIVE

The Government Center is a 12 story building constructed in 1920. The building was originally designed as the Lafayette Hotel, which remained in operation for 40 years. In the 1960's, the building became the headquarters for the Kentucky Central Life Insurance Companies and later was owned and used as offices by the Ashland Oil Company. LFUCG purchased the building in 1982 and renovated the space to accommodate LFUCG offices. Today, the building continues to operate as the Government Center, housing the Mayor's Office and City Council Chambers, as well as a multitude of other LFUCG Employee Offices. The Government Center is a significant historic structure listed on the National Register of Historic Places as part of the Historic Lexington Government Block National Register District.

The Government Center has a circulation core that contains 3 passenger elevators. There is no freight elevator. The last elevator renovation was completed in 2002. Work included replacement of car group controllers, single fixtures, door operator equipment, cab interior finishes, wiring, counterweight frames, guide roller, and other miscellaneous equipment. The existing elevator components are approaching the end of their serviceable life with frequent closures associated with component malfunction. There were 15 service calls that required repairs in 2018.

A Reference Site Plan is provided as **Attachment C**, and the Existing Floor Plans are provided as **Attachment D**.

The award of this Request for Proposal shall include design services for a **Phase 1 - Feasibility Study** that explores the condition of the current elevator systems. Work of the study shall include a comprehensive report on the condition of the elevator system and recommendations for modifications and necessary repairs. The Feasibility Study shall include identification of the type and urgency of necessary repairs and the estimated costs associated with the corrective work.

The award of this Request for Proposal shall also include complete Architectural/Engineering Services for **Phase 2 – Schematic Design, Design Development, Construction Documents & Construction Administration Services** for the implementation of the agreed upon elevator modifications/repairs. The design process shall proceed based on availability of Owner funding. Included in this RFP are design phase descriptions with deliverable requirements. The consultant shall be responsible for additional design investigation, code review, and/or additional information necessary to complete all phases of design. Should additional services beyond the defined basic service scope become necessary, work shall be billed in compliance with the Hourly Rates for the Consultant defined in the Form of Proposal, **Attachment A**.

SCOPE OF BASIC SERVICES

The Scope of Basic Services for this study includes the assessment and survey of existing elevator conditions in order to provide modification and repair recommendations for system. The scope shall include but not be limited to the review and assessment of the Elevator Components, **Attachment E**.

Work of this study is to be categorized in the following general tasks:

PHASE 1 - Condition Evaluation & Assessment SOW Phase

- Task 1 – Elevator Condition Assessment & Survey Report
- Task 2 – Elevator Modification/Repair Proposal

Task 1: Elevator Condition Survey- Following review of the Elevator Maintenance Record, perform onsite documentation as required to observe and evaluate symptoms of distress or failure. Work shall include:

- a. **Document Review** - Review past and current repair and service reports provided by Owner.
- b. **Site Observations** - Conduct an on-site investigation of existing elevator conditions, documenting observed symptoms of distress. The objective of this investigation is to verify the existing configuration of the elevators, including type and dimensions, and to gain information on the operation of or degree of failure of the various components of the elevator systems. These Site Observations services shall include but are not limited to:
 - i. Machine Room Components
 - ii. Hoistway Components
 - iii. Entrance Components
 - iv. Pit Components
 - v. Car Components
 - vi. Car Enclosure Components
 - vii. Operating Signal Components

A detailed list of Elevator Components is provided as **Attachment E** for reference.

Task 1 Deliverables: Present the Elevator Condition Survey Report to the Owner at a Review Meeting. Owner shall review and provide approval of the Condition Survey prior to moving forward into Task 2. Submit Floor Plans and Sections, as required, along with a detailed written narrative. Format of Elevator Survey Report shall be determined by the Consultant in order to best demonstrate required information. Submit (5) hard copies and (1) digital copy.

Task 2: Elevator Feasibility Report – Provide a Feasibility Report on the recommended modifications for the modification and repair of the current system.

95% Report - Review, analyze, and evaluate the data recorded during the Elevator Condition Survey (Task 1) and prepare a Draft Elevator Feasibility Report that will be issued to LFUCG for review. The condition report shall contain:

- a. An executive summary; observations, documentation, and survey of existing conditions, illustrated with photographs; evaluations, stating the cause or causes of identified problematic conditions; and, recommendations, setting forth the opinion of advisable corrective actions expressed in current values.
- b. Meet with the Owner to discuss the results of the investigation, to review the contents of the report, and to offer guidance with respect to further action.
- c. **95% Deliverables:** Submit at a minimum Floor Plans (as required), Enlarged Floor Plans, Building Section, Schedules & Enlarged Details along with a project manual. Elevator Survey Report shall be bound 24x36 or 30x42 drawing sheets along with 8.5

- b. Present CD Documents at Owner Review Meeting
- c. Upon receiving approval, the Consultant will take the construction documents through the Plan Review process in Building Inspection to obtain any required building permits. The Consultant will complete any revisions or additions of information that are deemed necessary as a result of this review.
- d. Consultant to prepare "ready to advertise" corrected construction documents, including drawings and specifications incorporating comments from the Construction Documents Final Review.

Task 4 - Bidding Assistance - The Consultant shall assist the Owner in bid documents preparation as required, produce a list of items for unit pricing for bid submission, prepare alternate bid scopes as required, and establish a list of prospective contractors. The Consultant shall be responsible for the printing of 4 full size sets and 1 half size set of the Bidding Documents. Following the Owner's approval of the Construction Documents, the Consultant shall assist the Owner in:

- a. obtaining either competitive bids or negotiated proposals;
- b. confirming responsiveness of bids or proposals
- c. facilitating pre-bid and pre-construction meetings
- d. respond to questions and supply additional information as required via the addenda process;
- e. process substitution requests
- f. making recommendations regarding the successful bid or proposal, if any

Task 5 Construction Administration - The Consultant shall act in the capacity of an agent of the Owner by leading and producing minutes for construction progress meetings and pre-installation conferences, producing field observation reports, reviewing submittals, responding to Requests for Information, producing Supplemental Instructions and/or Proposal for Change Request documents, reviewing pay applications in comparison to work in place, and overseeing construction for quality and to ensure conformity to construction drawings, specifications, and standards

Task 6 Project Closeout - To ensure that all construction work is complete, the Consultant shall perform the following steps:

- a. Ensure that all items are completed in accordance with plans, specifications, and applicable Codes.
- b. Conduct a punch list walk through with the appropriate LFUCG representative to create a formal punch list. The end user may be asked to participate in this process. The Consultant shall reinspect Punch List items and review all corrections to insure that they meet the requirements established in the Construction Documents.
- c. Coordinates closure of RFI's and Change Orders; completion of as-builts; transmission of warranties, approved Operations & Maintenance Manuals (O&M's), extra stock, special tools, and spare parts; and provide per the Specifications and other Division 1 General Requirements. This information will be compiled per the Project Close Out requirements.

Task 6 Deliverables - The Consultant shall provide the Owner with a completed Project that complies with building design, standards, specifications, strategies, concepts, efficiencies and requirements outlined in all Design Phases above. The Project timeline and budget shall be of the utmost priority throughout Construction Administration of the Project and shall be strictly adhered to unless otherwise approved by the appropriate LFUCG representative.

- a. The Consultant will coordinate training for Owner of all the major building systems and equipment that are part of the project.
- b. The Consultant will review & distribute the O&M Manuals for all major building systems and equipment.
- c. The Consultant shall digitally prepare accurate record drawings that reflect project improvements "as-built" in the field. 3 full size sets and 1 digital set of the Record Drawings shall be transmitted

to the Owner.

- d. The Consultant shall provide an electronic version (AutoCAD, pdf, etc.) of all project documents including but not limited to construction plans and specifications at the conclusion of the Project.

SELECTION PROCESS

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

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

SCORING CRITERIA

	Total Points
Professional qualifications and experience of the team with preparing Vertical Transportation Feasibility Studies, Vertical Transportation Design (new construction and renovation), and Cost Analysis associated with Vertical Transportation Projects.	25
Demonstrated understanding of the requirements of the project. Including past experience with preparation of Elevator Evaluations and Condition Assessments and past experience with Repairs, Renovations, and Modernizations of Vertical Transportation Systems.	20
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	10
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	10
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
Final Technical Score	100

COMPENSATION

Refer to the Sample Contract, **Attachment F**, for complete compensation description.

ATTACHMENT A – FORM OF PROPOSAL

Design Services for the Government Center Elevator Evaluation

Request for Proposal # 18-2019 Form of Proposal

Consultant: _____

Address: _____

General:

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
 - b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
 - c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
 - d. The Consultant shall include Technical Information as required herein.
1. **Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:
- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment F**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
 - b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
 - c. Narrative on how customer satisfaction is tracked.
 - d. Summary of continuing education/professional training program and quality control/quality assurance program.
 - e. Provide the current number of employees and employee types.
 - f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
 - g. Project Team list (including sub consultants and Vertical Transportation Consultant) indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should

be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

- h. Summary of firm's recent (10 year) experience in similar/representative Vertical Transportation projects including
 - i. Physical project size
 - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
 - iii. Identification of any involved sub-consultants and/or joint-venture partners
 - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - j. Ability to meet required deadlines (See Project Schedule **Attachment B**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
 - k. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references shall be provided.
2. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents and as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
 - ii. A title page
 - iii. A table of contents and/or index; or blank tab pages
3. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
4. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
 - b. A specific schedule (See Project Schedule **Attachment B**) to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
 - e. An explanation of the team Quality Control Program throughout all phases of design and through construction administration.
5. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones,

supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Phase One:

<u>Feasibility Study Cost (Total of Services Below)</u>	\$ _____
Task 1: Elevator Condition Survey	\$ _____
Task 2: Elevator Modification Proposal	\$ _____

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

Phase Two:

Construction Documents & Construction Administration Services

<u>Total of Architectural/ Engineering Services Below</u> (percentage of construction cost)	_____ %
Task 1: Schematic Design: (percentage of construction cost)	_____ %
Task 2: Design Development: (percentage of construction cost)	_____ %
Task 3: Construction Documents: (percentage of construction cost)	_____ %
Task 4: Bidding Assistance: (percentage of construction cost)	_____ %
Task 5: Construction Administration: (percentage of construction cost)	_____ %
Task 6: Project Closeout: (percentage of construction cost)	_____ %

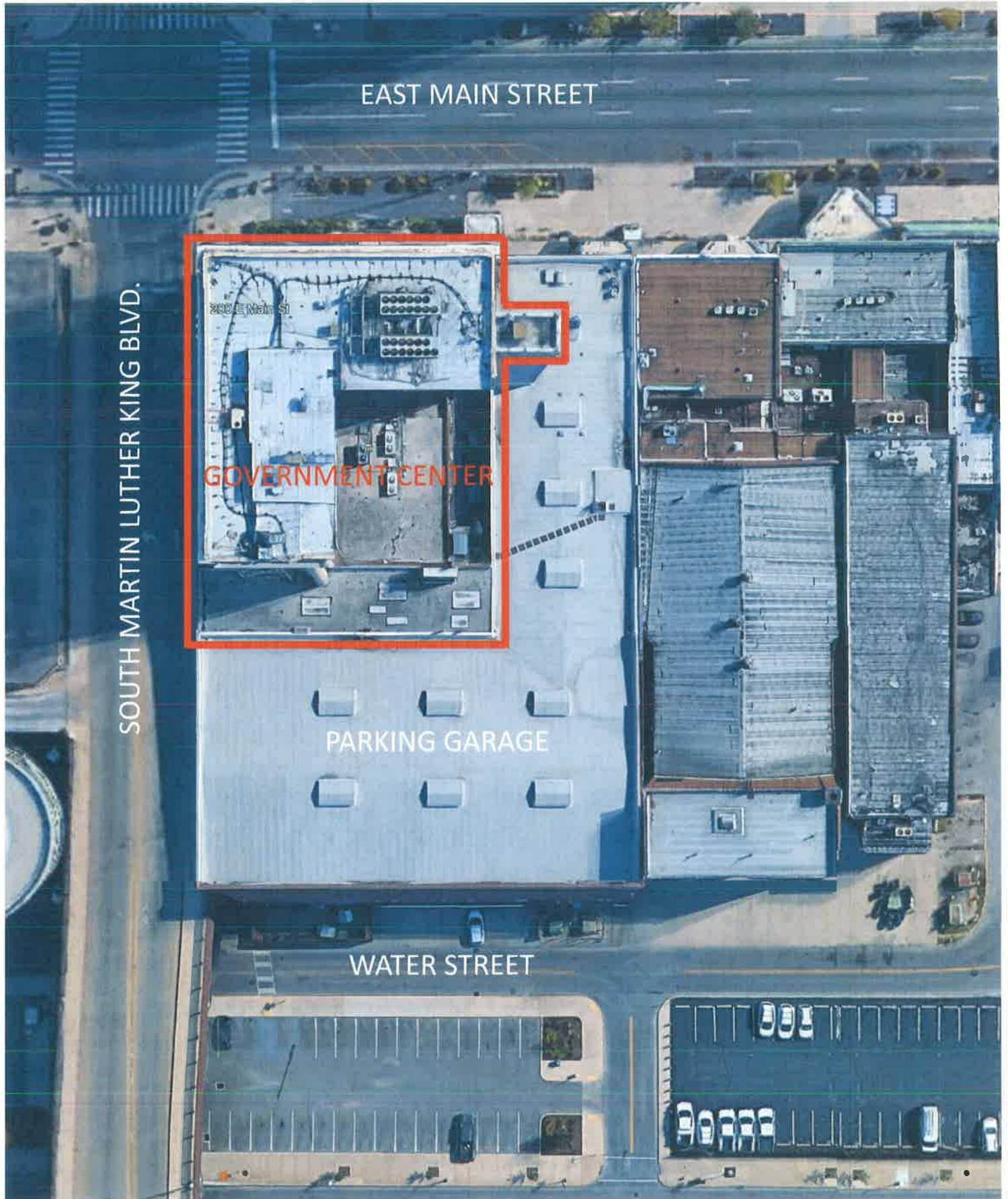
6. Payment for Additional Services: Additional Services, as permitted under Section 2, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice). All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies,

ATTACHMENT B: Project Schedule - Government Center Elevator Evaluation Design Services

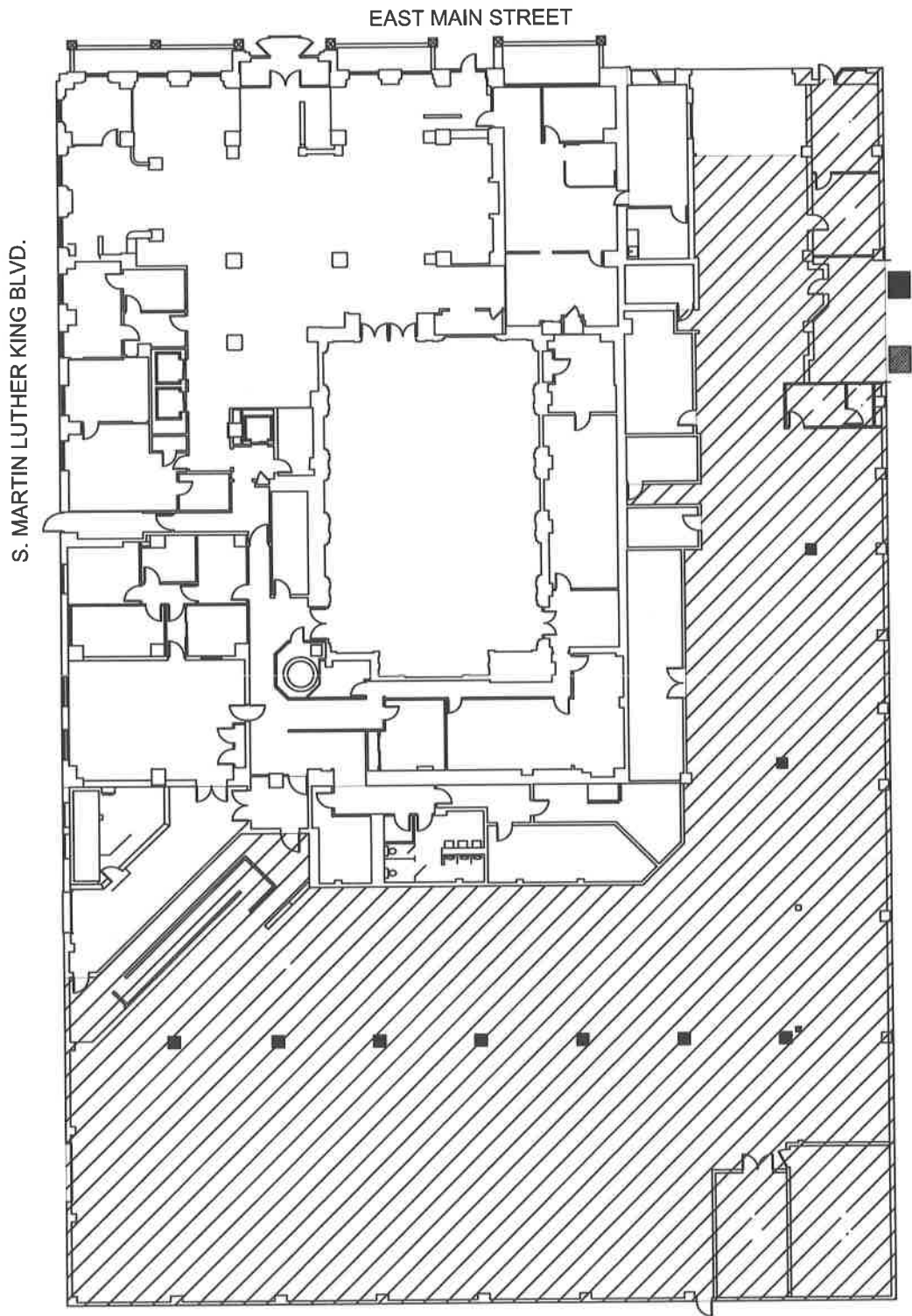
Task	Duration	Start	Finish
RFP	74 Days	4/18/2019	7/1/2019
RFP Advertisement	28 Days	4/18/2019	5/16/2019
Pre-RFP Response Meeting	1 Day	5/2/2019	5/2/2019
RFP- Responses Due	1 Day	5/16/2019	5/16/2019
RFP Evaluation / A/E Recommendation, Law & Purchasing Review	7 Days	5/16/2019	5/23/2019
Blue sheet	0 Days	5/24/2019	5/24/2019
Approved in Legistar Date	1 Day	5/24/2019	5/24/2019
Council WS	1 Day	6/4/2019	6/4/2019
Council 1st Reading	1 Day	6/6/2019	6/6/2019
Council 2nd Reading	1 Day	6/20/2019	6/20/2019
Council Summer Recess	30 Days	7/10/2019	8/9/2019
Pre-Design Meeting, P.O., & NTP	0 Days	7/1/2019	7/1/2019
Phase 1: Condition Evaluation & Assessment SOW	98 Days	7/1/2019	10/7/2019
Task 1: Elevator Condition Assessment & Survey Report	45 Days	7/1/2019	8/15/2019
Document Review	7 Days	7/1/2019	7/8/2019
Site Observations	28 Days	7/8/2019	8/5/2019
Presentation To LFUCG For Phase 1 (with Deliverables)	1 Day	8/5/2019	8/5/2019
Owner Review & Comments	7 Days	8/5/2019	8/12/2019
Owner Comments Incorporated	7 Days	8/12/2019	8/19/2019
All Task One Deliverables Received with Owner Comments Incorporated	1 Day	8/19/2019	8/19/2019
Task 2: Elevator Modification Proposal	0 Days	8/19/2019	8/19/2019
Elevator Feasibility Report	21 Days	8/19/2019	9/9/2019
Probable Cost Estimate with Value Engineering Recommendations	7 Days	9/9/2019	9/16/2019
Presentation To LFUCG For Phase 1 (with Deliverables)	1 Day	9/16/2019	9/16/2019
Owner Review & Comments	7 Days	9/16/2019	9/23/2019
Owner Comments Incorporated	7 Days	9/23/2019	9/30/2019
Final Cost Estimate	7 Days	9/30/2019	10/7/2019
Final Recommendations & Feasibility Study (All Deliverables Received)	1 Day	10/7/2019	10/7/2019

Phase 2: Construction Documents & Construction Administration Services (With Owner's Written Authorization to Proceed)	TBD Days	--	--
Task 1: Schematic Design	TBD Days	--	--
Schematic Design	Days	--	--
Probable Cost Estimate with Value Engineering Recommendations	Days	--	--
Schematic Design Presentation To LFUCG	Day	--	--
Owner Review & Comments	Days	--	--
Owner Comments Incorporated	Days	--	--
Submission of Final Schematic Design Documents	Day	--	--
Task 2: Design Development	TBD Days	--	--
Design Development	Days	--	--
Probable Cost Estimate with Value Engineering Recommendations	Days	--	--
Design Development Presentation To LFUCG	Day	--	--
Owner Review & Comments	Days	--	--
Owner Comments Incorporated	Days	--	--
Submission of Final Design Development Documents	Day	--	--
Task 3: Construction Documents	TBD Days	--	--
Construction Documents	Days	--	--
Cost Estimate with Value Engineering Recommendations	Days	--	--
Construction Documents Presentation To LFUCG	Day	--	--
Owner Review & Comments	Days	--	--
Owner Comments Incorporated	Days	--	--

Submission of Final Construction Documents		Day	--	--
Task 4: Bidding & Award	TBD	Days	--	--
Submission of RTA Construction Documents		Days	--	--
Coordination with LFUCG Division of Purchasing		Days	--	--
Advertisement		Days	--	--
Pre-Bid		Day	--	--
Bid Opening		Day	--	--
Bid Evaluation / Recommendation, Law & Purchasing Review		Days	--	--
Approved in Legistar Date		Day	--	--
Council WS		Day	--	--
Council 1st Reading		Day	--	--
Council 2nd Reading		Day	--	--
Council Spring Recess	TBD	Days	--	--
Pre-Construction Meeting, P.O., & NTP		Days	--	--

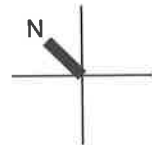


ATTACHMENT C - OVERALL SITE REFERENCE PLAN



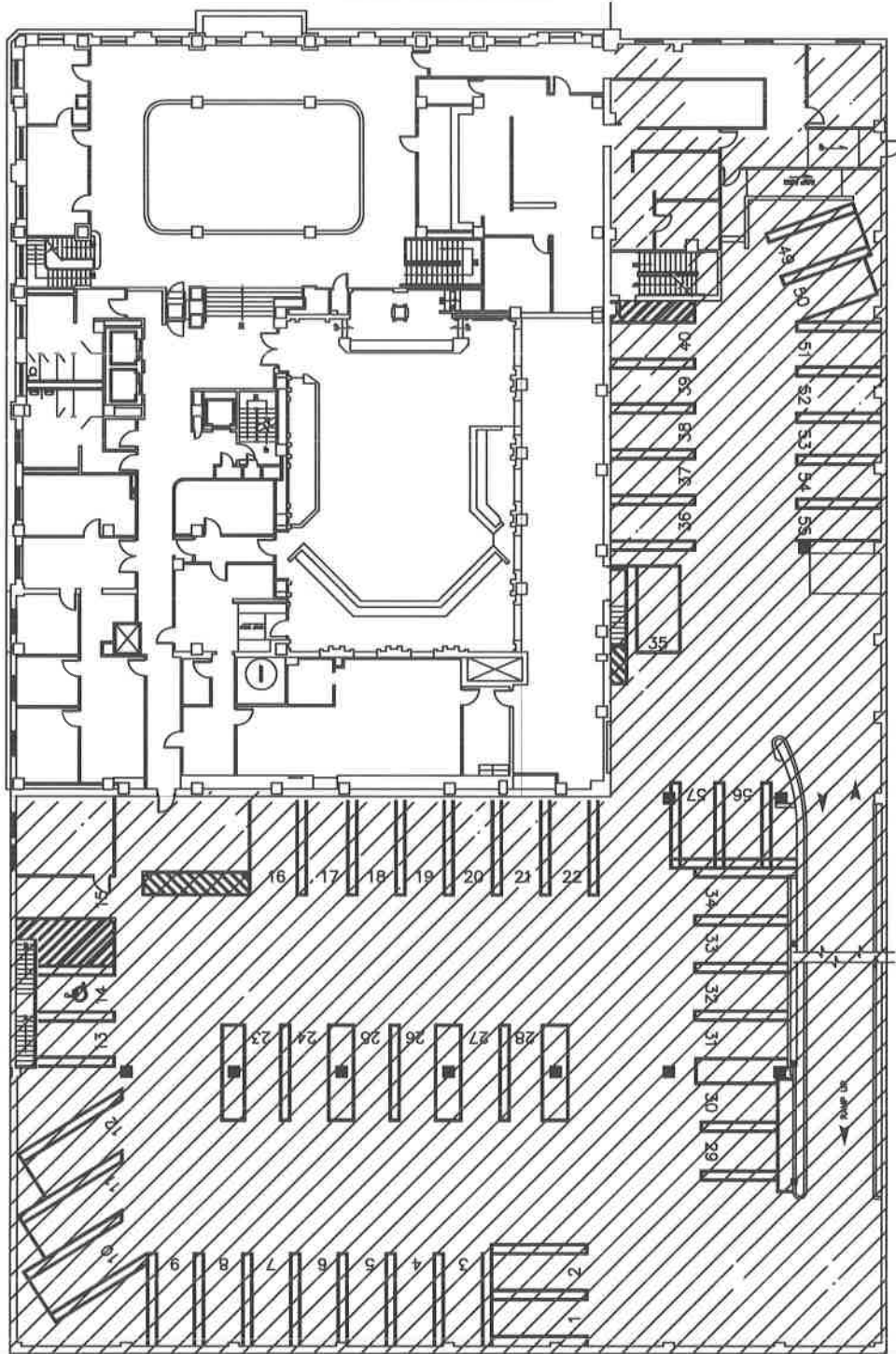
FIRST FLOOR PLAN

SCALE: 1/32" = 1'-0"



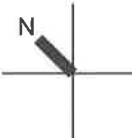
S. MARTIN LUTHER KING BLVD.

EAST MAIN STREET



SECOND FLOOR PLAN

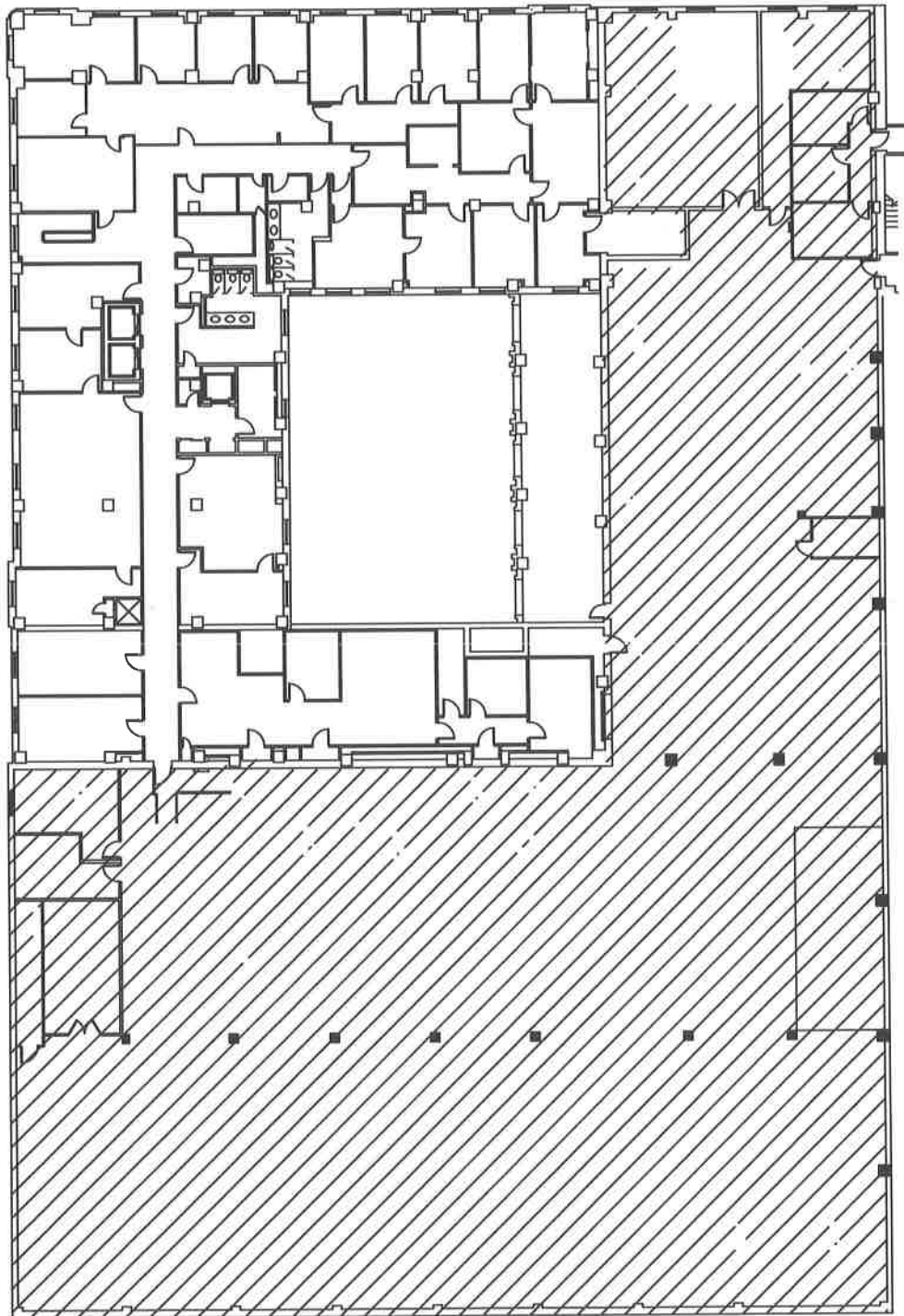
SCALE: 1/32" = 1'-0"



EXISTING FLOOR PLANS - ATTACHMENT D

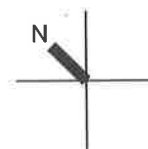
EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



THIRD FLOOR PLAN

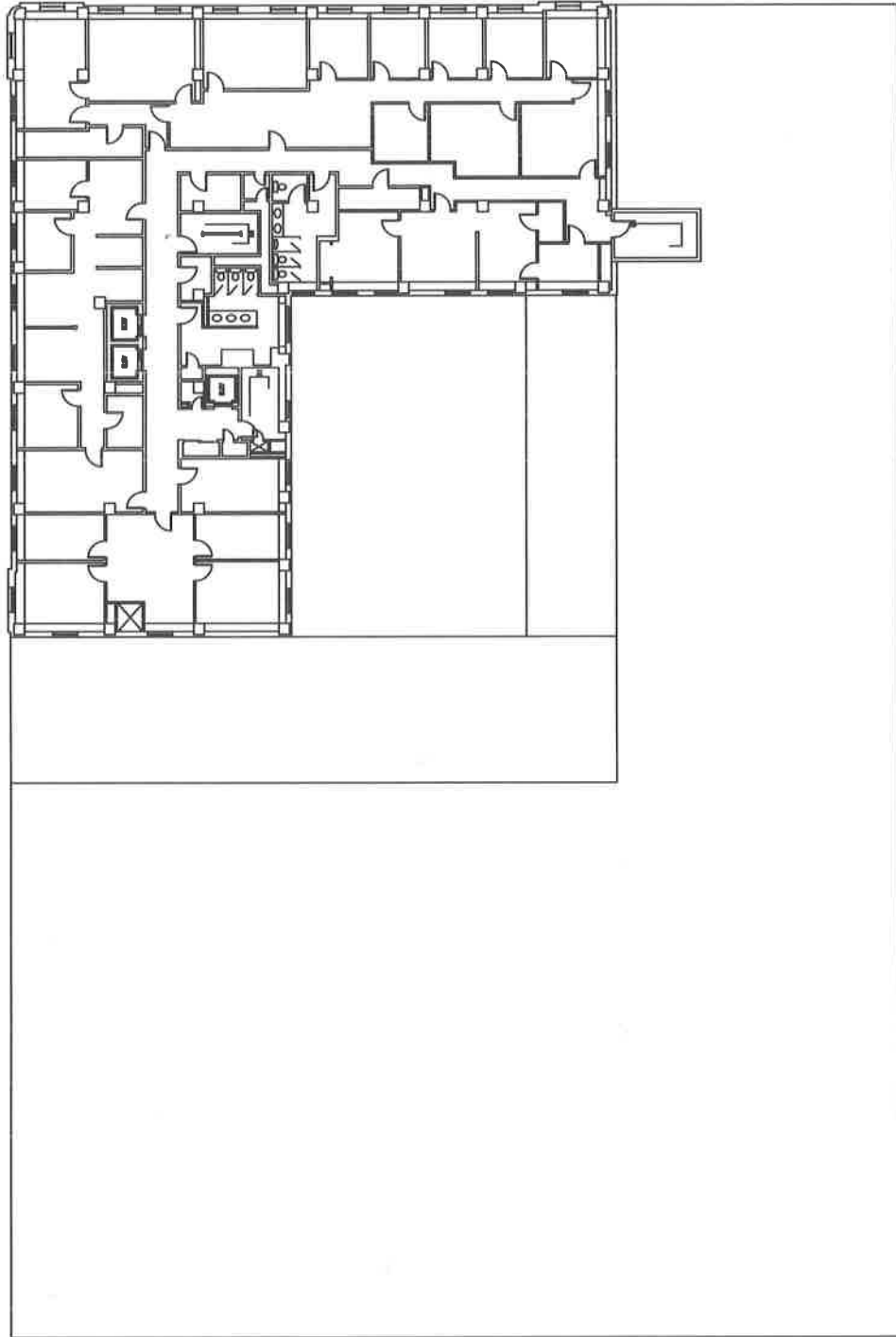
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EXISTING FLOOR PLANS - ATTACHMENT D

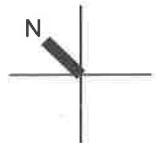
EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



FOURTH FLOOR PLAN

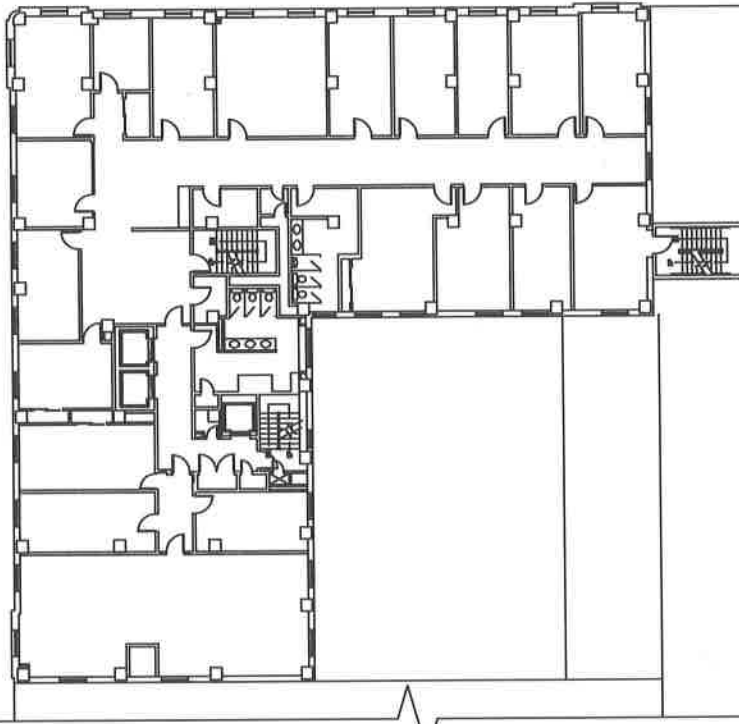
SCALE: 1/32" = 1'-0"



EXISTING FLOOR PLANS - ATTACHMENT D

EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



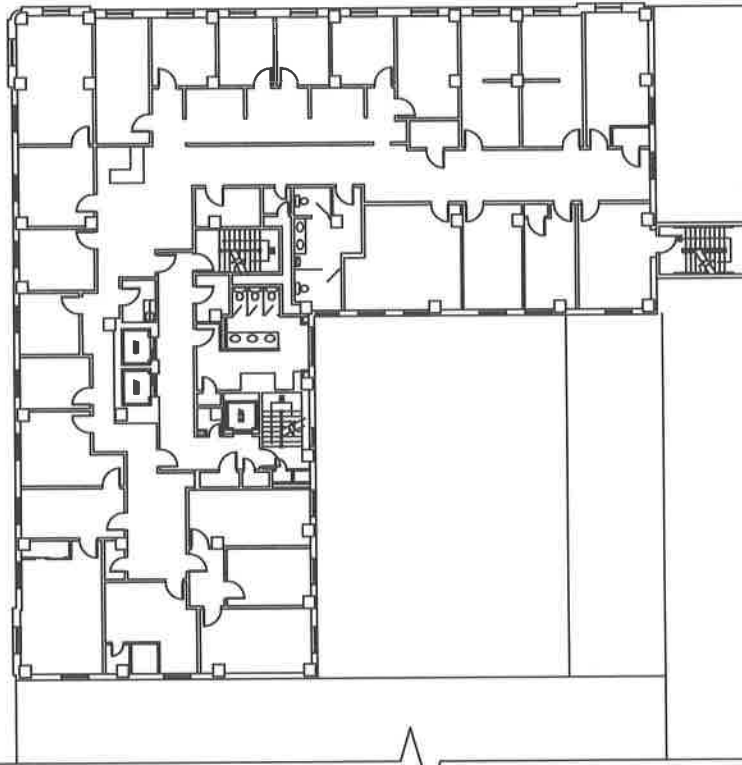
FIFTH FLOOR PLAN

SCALE: 1/32" = 1'-0"



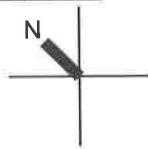
EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



SIXTH FLOOR PLAN

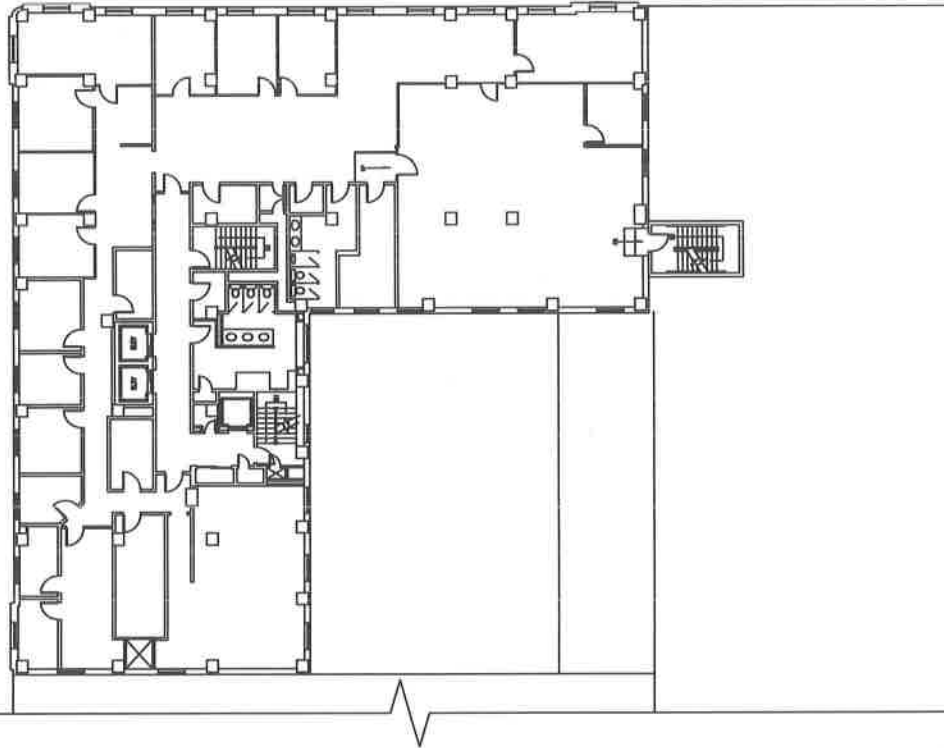
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EXISTING FLOOR PLANS - ATTACHMENT D

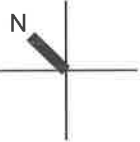
EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



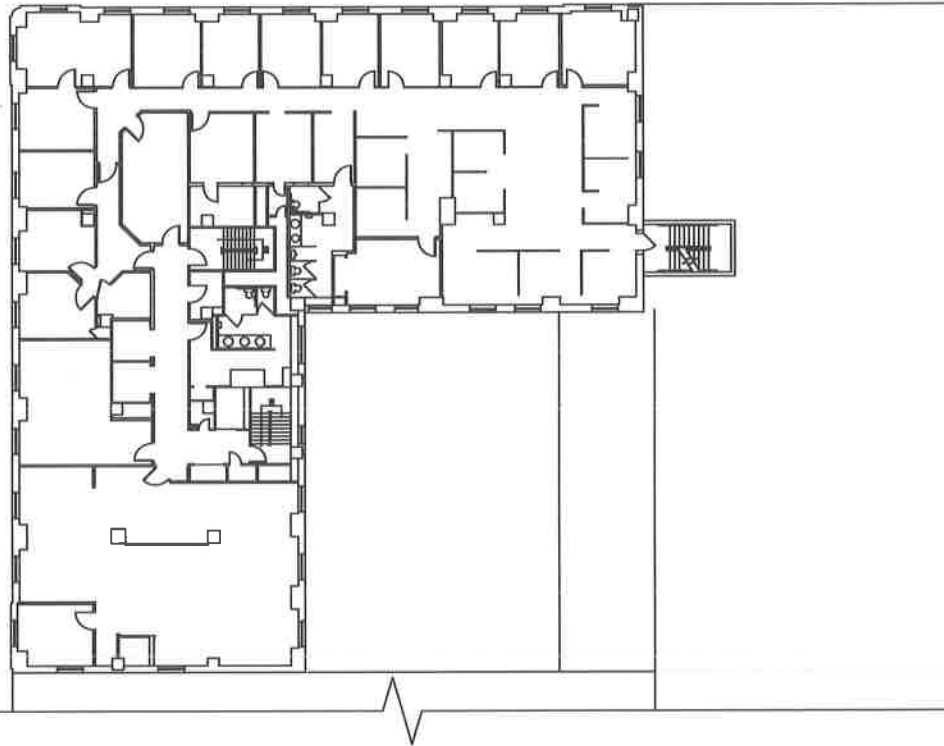
SEVENTH FLOOR PLAN

SCALE: 1/32" = 1'-0"



EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



EIGHTH FLOOR PLAN

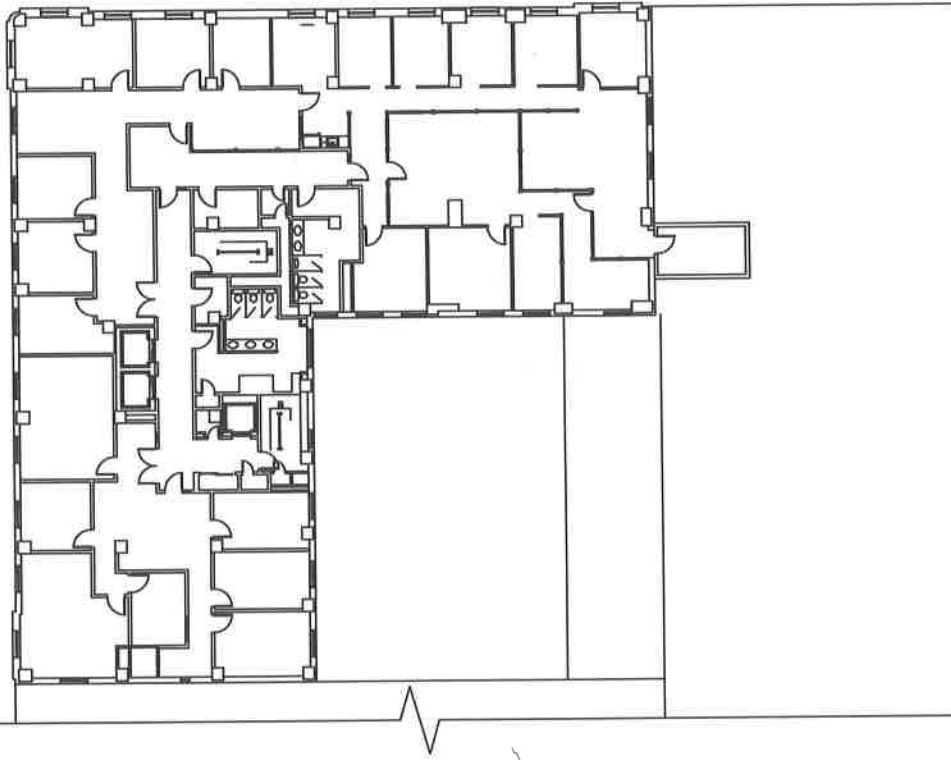
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EXISTING FLOOR PLANS - ATTACHMENT D

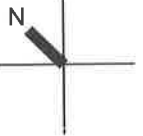
EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



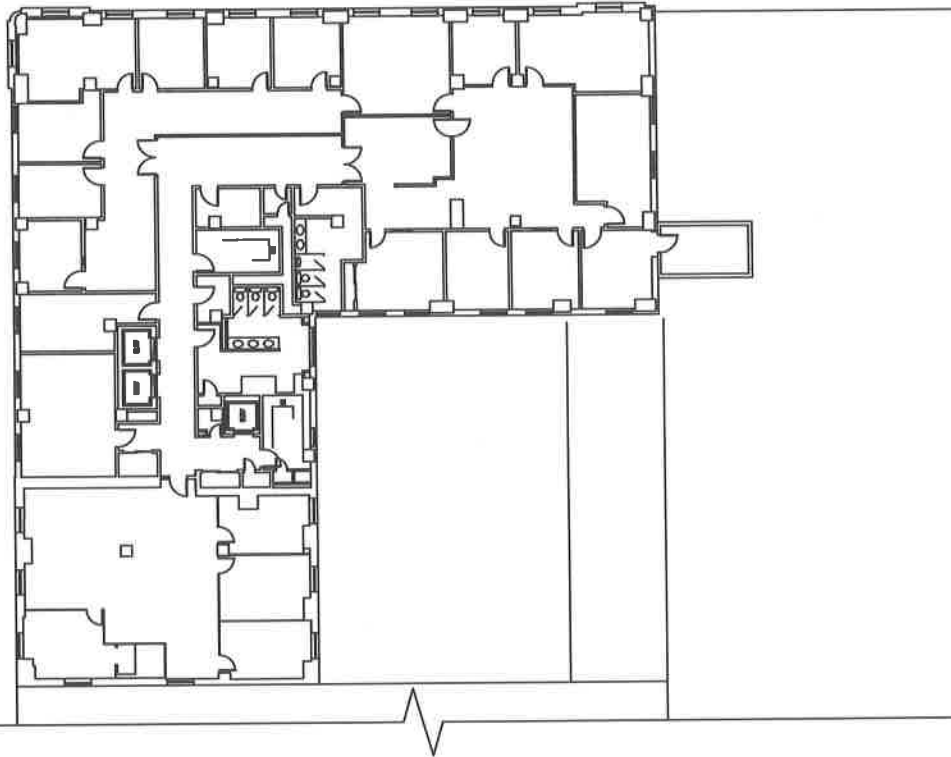
NINTH FLOOR PLAN

SCALE: 1/32" = 1'-0"



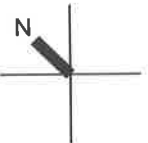
EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



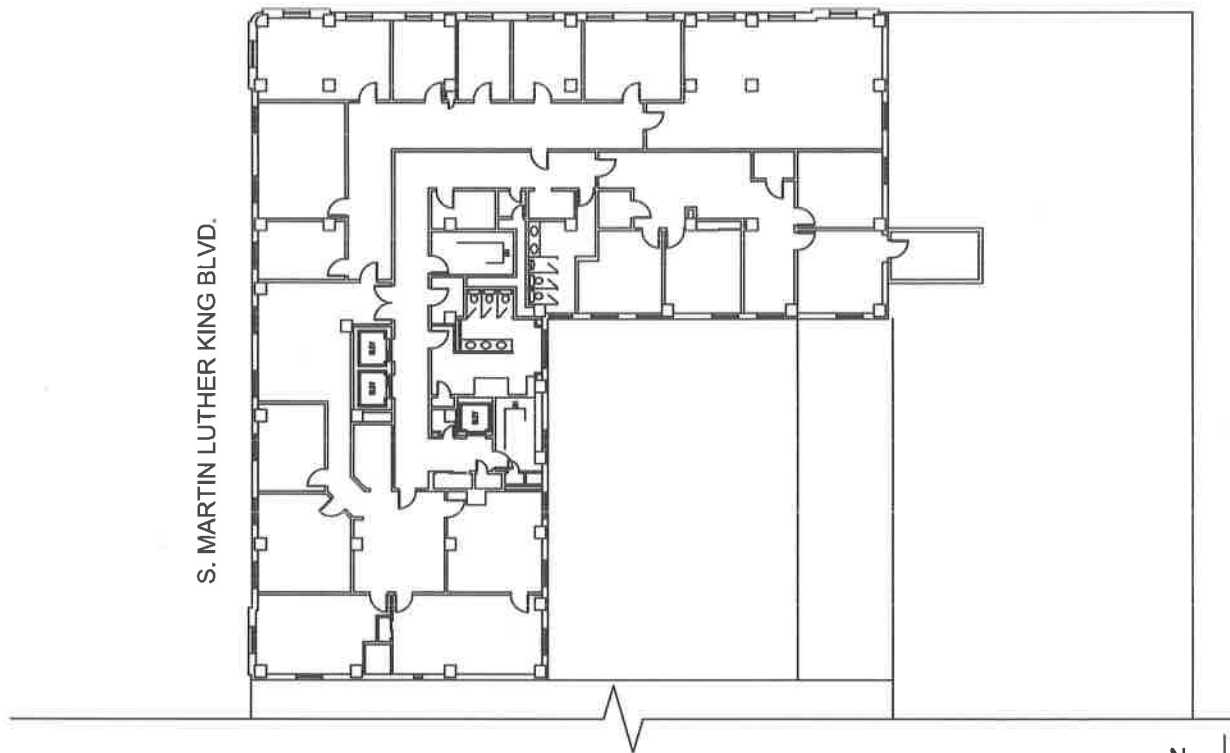
TENTH FLOOR PLAN

SCALE: 1/32" = 1'-0"



EAST MAIN STREET

S. MARTIN LUTHER KING BLVD.



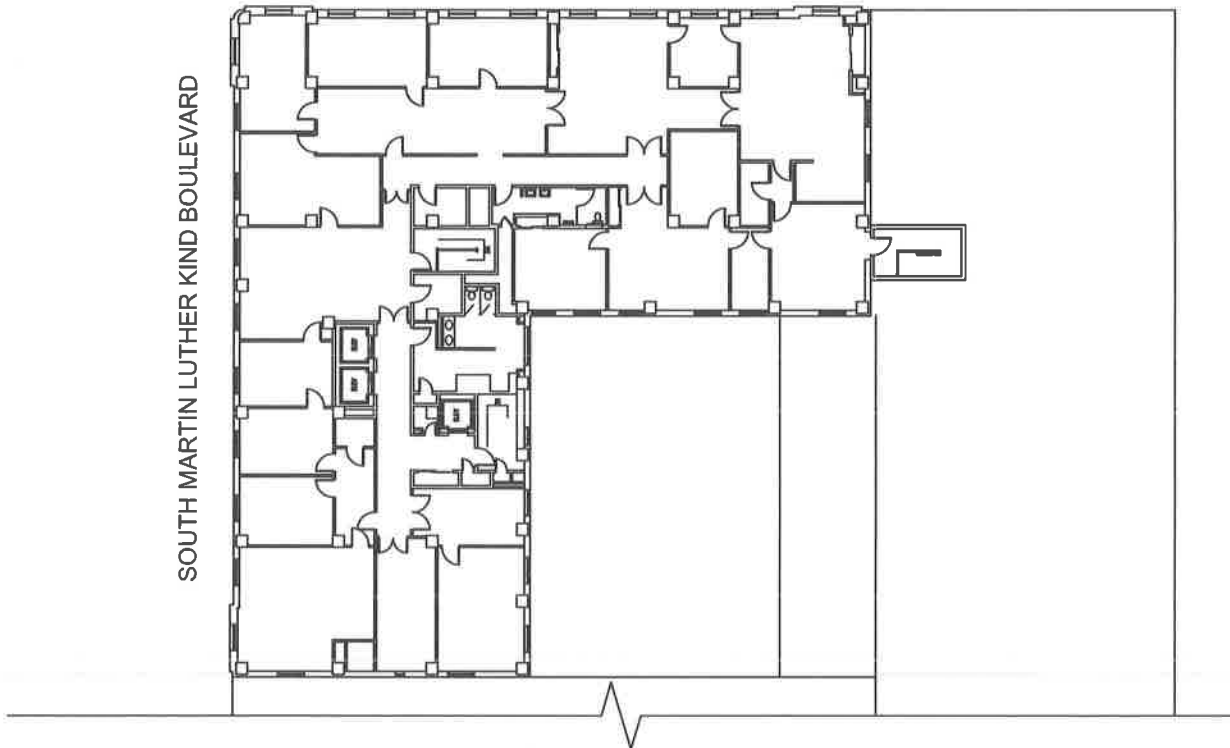
ELEVENTH FLOOR PLAN

SCALE: 1/32" = 1'-0"

N

EAST MAIN STREET

SOUTH MARTIN LUTHER KING BOULEVARD



TWELFTH FLOOR PLAN

SCALE: 1/32" = 1'-0"

N

ATTACHMENT E – ELEVATOR COMPONENTS

The following are components that shall be assessed during Phase 1 – Feasibility Analysis & Report. Assessment shall include but is not limited to:

Machine Room Components:

- Controller and Drive (soft start)
- Hydraulic Power Unit
- Machine Assy., Sheave, Brake
- Machine Motor
- Rope gripper/sheave brake/etc.
- Hoist Ropes
- Governor
- Governor Rope
- Fireman Service
- Equipment Guards
- Generator or Aux. Power Supply
- Mainline Disconnects
- Car Light Disconnects
- GFCI Outlets & Lighting
- HVAC
- Machine Room Sprinklers
- Smoke Detectors

Hoistway Components:

- Main Guide Rails
- Counterweight Guide Rails
- CWT Roller Guides
- Counterweight Frame
- Deflector Sheaves
- Compensation
- Hoistway Wiring
- Traveling Cables
- Position/Leveling Devices

Entrance Components:

- Hoistway Door Interlocks
- Hoistway Door Closers
- Door Relating Mechanism
- Hoistway Door Tracks
- Door Hangers & Rollers
- Hoistway Door Restrictors
- Hoistway Door Sills
- Hoistway Door Frames
- Hoistway Door Panels
- Hoistway Door Gibbs
- Hoistway Door Sight Guards
- Hoistway Door Astragals
- Fascia & Dust Covers
- Door Unlocking Devices
- Floor ID Jamb Plates

Pit Components:

- Car Buffers
- Counterweight Buffers
- Governor Tail Sheave
- Compensation Sheave
- Stop Switches
- Lighting & GFCI Outlets
- Sump Pump
- Sprinklers
- Pit Access
- In-Ground Hydraulic Cylinder

Car Components:

- Car Frame
- Car Safety
- Car Platform
- Load-weighing Device
- Car Roller/Slide Guides
- Top of Car Control Station
- Top of Car Exit Contact
- Car Top Handrails
- Car Top Lighting and Outlets
- Car Door Tracks
- Car Door Hanger
- Car Door Contacts
- Car Door Operator
- Car Door Panel(s)
- Car Door Gibbs
- Car Door Protective Device

Car Enclosure Components:

- Cab Shell
- Cab Wall Panels
- Cab Handrails
- Returns and Transoms
- Cab Ceiling
- Cab Lighting
- Cab Emergency Lighting
- Cab Ventilation Fan
- Cab Flooring
- Cab Subflooring
- Cab Card Readers
- Cab Cameras

Operating Signal Components

- Main Car Stations
- Car Position Indicator
- In-Car Lanterns
- Alarm Bell
- 2-Way Communication

- Verbal Annunciation
- Floor Passing Tone
- Hall Push Buttons
- Hall Lanterns
- Hall Position Indicator at Main Floor
- Hoistway Access Switches
- Lobby Smoke/Heat Detectors
- Hall Card Readers

ATTACHMENT F

Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2019 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (**CONSULTANT**) for the provision of architectural and engineering services, as described in the attached Request for Proposal document. The services are to include a full Feasibility Study, and the option to proceed through Schematic Design, Design Development, Construction Documents, and Construction Administration as outlined in the **OWNER's** Request for Proposal No 18-2019 for the Lexington Fayette Urban County Government (LFUCG) Government Center, located at 200 East Main Street, Lexington, KY 40507. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 18-2019.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project as outlined in the Request for Proposal No. 18-2019, shall serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below, and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1. **CONSULTANT** shall perform professional services as hereinafter stated which include customary architectural design and engineering incidental thereto.
- 1.2. The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 18-2019. (**Exhibit A**), and Consultant's Response dated XXXXXXXX XX, 2019 (**Exhibit B**).
- 1.3. To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 18-2019 (**Exhibit "A"**).

- 1.4.** After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:
- 1.4.1.** Notify **OWNER** in writing of its authorized representative who shall act as Project architect and liaison representative between **CONSULTANT** and **OWNER**.
 - 1.4.2.** On the basis of "Selection Criteria" in the "Request for Proposal", attached in **Exhibit A**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of feasibility options, analysis, programming & space planning, preliminary design options, cost estimates with value engineering options, and recommendations for final design, as well as all required deliverables listed in the Request for Proposal. See **Exhibit A** for complete listing of all deliverables.
- 1.5.** This Agreement, together with the Exhibits and schedules identified and referenced herein, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 1.6.** The General Condition provisions of RFP No. 18-2019 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1.** **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by **Exhibit A** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2.** All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council. **OWNER** shall not be liable for the value of or costs incurred by **CONSULTANT** in providing Additional Services without prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his/her disposal available information pertinent to the Project.
- 3.3. Examine 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.
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. All services to be performed by **CONSULTANT** under the terms of this Agreement shall be performed in full, without exception, in accordance with the project schedule and timeline provided in **Exhibit A**. 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 delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall, within 30 days from the date of the delay, apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties,

and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an extension of time.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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

Phase 1:

<u>Feasibility Study Cost (Total of Services Below)</u>	\$ _____
Task 1: Preliminary Investigation & Approach	\$ _____
Task 2: Investigation, Testing, & Implementation	\$ _____

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

Phase 2:

Construction Documents & Construction Administration Services

Total of Architectural/ Engineering Services Below

(percentage of construction cost) _____%

Task 1: Schematic Design:
(percentage of construction cost) _____%

Task 2: Design Development:
(percentage of construction cost) _____%

Task 3: Construction Documents:
(percentage of construction cost) _____%

Task 4: Bidding Assistance:
(percentage of construction cost) _____%

Task 5: Construction Administration:
(percentage of construction cost) _____%

Task 6: Project Closeout:
(percentage of construction cost) _____%

5.2. Payment for Additional Services

5.2.1. Additional Services, as permitted under Section 2, shall be compensated at the unit rates listed below. The City of Lexington reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice). All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

Include Unit Pricing Hourly Rates for the Consultant contracted with the City of Lexington and all Sub-Consultants contracted with the Consultant.

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

Reimbursable expenses are included in the lump sum cost in section 5.1. Reimbursable expenses for additional services will be based on actual costs.

5.3 Times of Payment.

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

5.4. Other Provisions Concerning Payments.

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

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

5.4.3. In the event **CONSULTANT** shall terminate the Agreement because of gross delays caused by **OWNER**, **CONSULTANT** shall be paid as set forth in Section 5.4.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by **CONSULTANT** upon ten (10) days written notice in the event of substantial failure by **OWNER** to perform in accordance with the terms hereof through no fault of **CONSULTANT**, provided **OWNER** fails to cure such default within the ten (10) days of receiving written notice from **CONSULTANT** of the default.

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

6.2. Ownership and Reuse of Documents.

All documents, including Drawings, Specifications, Reports, Digital Files, and Cost Estimates, 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. **CONSULTANT** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, **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, **CONSULTANT** shall be acting as an independent contractor. **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**. **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.

6.4. Successors and Assigns.

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

6.4.2. CONSULTANT shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. **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 **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

6.6.1. CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 18-2019 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

7.1. CONSULTANT will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap.

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. **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 **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of **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 - COMMUNICATIONS

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

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

OWNER:

CONSULTANT:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



LEXINGTON

Government Center Building Elevator Evaluation Services

Lexington-Fayette Urban County Government

RFP# 18-2019 | May 30, 2019

LEXINGTON FAYETTE
GOVERNMENT CENTER

LEXINGTON FAYETTE
GOVERNMENT CENTER

Request for Proposals

Government Center Building Envelope Evaluation Services

RFP #18-2019

May 30, 2019

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May 30, 2019

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

Re: RFP #18-2019 Government Center Building Elevator Evaluation Services

Mr. Slatin:

EOP Architects is delighted to submit its qualifications for the Elevator Evaluation Services for the Lexington-Fayette Urban County Government (LFUCG) Building. EOP and its exclusive consultant, **DC Elevator**, are duly stating interest in the project, and we are willing to enter into an agreement with the LFUCG. We are in receipt of **Addenda 1 and 2**, and have signed and included these at the end of this submittal.

Renovation projects, especially technical projects such as elevator repair and modifications, are some of the most challenging of all project types due to the inherent need to understand and address the many factors associated with existing buildings. These projects must begin with a thorough evaluation that will test building components, systems and the team. EOP has nearly 40 years of experience renovating and restoring a wide variety of buildings, including elevators of all types, we have a reputation for successfully completing the most difficult and challenging of renovation and maintenance projects. EOP is currently providing Government Center Envelope Evaluation services for LFUCG.

DC Elevator will be our elevator consultant for this project and will assist EOP with Phase 1 - Task 1 and 2 services. DC Elevator's Dale Howard is very familiar with the elevators at the Government Center and has already completed a preliminary inspection of elevator systems at this facility. They know these elevators better than anyone and are in a unique position to assist LFUCG and EOP as we make decisions on how to repair and upgrade the elevators. DC Elevator will not participate in Phase 2 services which may include design, construction documents and contract administration services. EOP will complete Phase 2 services on our own. DC plans to bid the work that results from Phase 2 services and if successful enter into a construction contract to complete the work.

EOP's relevant experience is extensive. EOP's experience includes the design of new elevators and the renovation of existing elevators for over a hundred projects. A few examples include:

- Kentucky International Convention Center Renovation and Expansion (passenger, service and freight elevators)
- Lexington Convention Center/Rupp Arena Renovation and Expansion (passenger, service and freight elevators)
- Southland Christian Church Lexington Campus (adaptive reuse with passenger and freight elevators)
- Court Square Building Renovation (passenger elevators)
- Boone Tavern Renovation (passenger and service elevators)
- Transportation Cabinet Office Building (passenger and freight elevators)
- Capital Plaza Reconstruction (passenger and service elevators)

DC Elevator's experience includes new installations and existing elevator projects for hundreds of elevators located across a multi-state region. DC Elevator maintains numerous elevators for LFUCG and knows the Government Center elevators very well.

Respectfully,

A handwritten signature in black ink, appearing to read 'Paul Ochenkoski', written over a light blue horizontal line.

Paul Ochenkoski, AIA
Principal

EOP Architects
pochenkoski@eopa.com

01 Submittal Requirements



Figure 1: Architectural rendering of the 1899 Fayette County Courthouse
1899 Fayette County Courthouse
Consulting Agreement & Rehabilitation Plan for the Restoration and Base of the 1899 Fayette County Courthouse
15 MARCH 2019

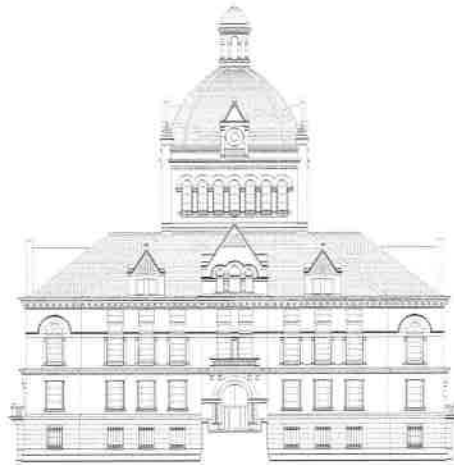


Figure 2: Architectural rendering of the 1899 Fayette County Courthouse

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



Company Information & Qualifications

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

EOP was founded by architecture schoolmates Rick Ekhoﬀ and Paul Ochenkoski in 1981; Richard Polk joined shortly afterwards and accepted a partnership in 1989. Together, the three established a cultural foundation and core philosophy focused on design and technical excellence. In 2006, the EOP leadership was expanded to include architect Brent Bruner and interior designer Chris Estes. In 2019, the firm elevated three architects to principal: Ben Simmons, Daniel Ware and Kevin Gough.

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

Project types include office, research, mixed-use, educational, health care, hospitality, recreation and fitness, residential and retail. Clientele has included both the public and

private sector and ranged from federal, state and local government institutions to Fortune 500 corporations and private developers.

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

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

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

Tracking Customer Satisfaction

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

Training and Quality Control Programs

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

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

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

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

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

1. Quality Control Plan

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

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

2. Commitment of Leadership & Continuity of Team

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

3. Tailor the Process to Your Decision-Making Structure

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

4. Follow Your Criteria

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

5. Identify and Resolve Conflicts Before Crisis or Delay

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

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

6. Provide Rigorous Documentation

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

7. Conduct Methodical Plan Checks & Reviews

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

8. Control Costs Continuously

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

Current Employees

EOP currently employs 31 persons including 17 architects, 6 architectural technicians/interns, 5 interior design professionals and 3 administrative professionals.

General Firm Qualifications

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

EOP has no pending litigation.



Above l-r: LFUCG Government Center; LFUCG Senior Center; Court Square Building Renovation

Project Team

- **EOP Architects** — Architecture/Leadership
- **DC Elevator** — Elevator Specialist

EOP Architects is committing a firm principal to this project. **Principal Paul Ochenkoski, AIA**, will be assigned the duties of principal-in-charge. As one of EOP's co-founding principals, Paul has provided leadership in quality control ensuring the firm's vision of innovative excellence is carried out through the design and construction process.

Paul has established a reputation for attention to detail and ensuring that projects are completed in a manner which suits the present and future needs of the client. Paul has worked on a wide spectrum of project types including educational, residential, retail, health care, equine-related and office facilities.

Renovation/Addition Recent Experience

Renovations and additions are some of the most challenging of project types due to the inherent need to understand and address many factors associated with existing building conditions. These projects will test the team with surprises along the way. **Designers must anticipate the unexpected.** Because EOP has nearly 40 years of experience renovating and restoring a wide variety of building types, we have a reputation for successfully completing the most difficult and challenging of renovation/addition and adaptive reuse projects. A partial list of EOP's renovation, addition and adaptive reuse projects includes:

- **Rupp Arena/Lexington Convention Center** (Renovation/Addition) – Lexington, KY
- **Kentucky International Convention Center** (Renovation & Addition), Louisville, KY
- **Paris-Bourbon County Public Library** (Renovation/Addition) – Paris, KY
- **L&N Building Renovation**, Louisville, KY (Stabilization, Restoration, Addition)
- **UK Confucius Institute** (Renovation/Adaptive Reuse) – Lexington, KY
- **Southland Christian Church**, Lexington, KY (Adaptive Reuse, Renovation, Addition)
- **Apiary Fine Catering & Events** (Adaptive Reuse, Addition) – Lexington, KY
- **JCTC Seminary Building Stabilization**, Louisville, KY (Stabilization, Restoration)
- **Boone Tavern Restoration**, Berea College, Berea, KY (Renovation)
- **Court Square Building Restoration**, Lexington, KY (Renovation)
- **GCTC Center for Technology, Innovation & Enterprise** (Adaptive Reuse, Renovation) – Covington, KY
- **GCTC Professional Services Building** (Adaptive Reuse, Renovation) – Covington, KY
- **Gratz Park Inn** (Adaptive Reuse, Renovation/Addition) – Lexington, KY
- **Hilary J. Boone Faculty Club** (Renovation), University of Kentucky, Lexington, KY
- **KCTCS Administrative Offices**, Versailles, KY (Adaptive Reuse, Renovation)
- **Kenneth L. and Sarah K. Ramsey, Center for Health and Natural Sciences** (Adaptive Reuse, Renovation, Addition), Union College, Barbourville, KY
- **Lincoln Hall Renovation**, Berea College, Berea, KY (Renovation, Restoration)
- **MSU Mignon Hall Renovation** (Renovation) – Morehead, KY
- **MSU West Mignon Hall Renovation** (Renovation) – Morehead, KY
- **Old Fayette County Courthouse** (Renovation Master Plan) – Lexington, KY
- **Presser Hall Renovation** (Renovation, Addition), Berea College, Berea, KY
- **Shorty's The Urban Market** (Adaptive Reuse, Renovation) – Lexington, KY
- **The Nunn Building**, Lexington, KY (Adaptive Reuse, Renovation, Addition)
- **UK Delta Gamma House** (Renovation) – Lexington, KY
- **UK Sigma Alpha Epsilon House** (Renovation) – Lexington, KY
- **University of Louisville Academic Classroom** (Renovation) – Louisville, KY
- **University of Louisville Kornhauser Library** (Renovation) – Louisville, KY



Paul Ochenkoski, AIA

Principal | EOP Architects

Role: Principal-in-Charge

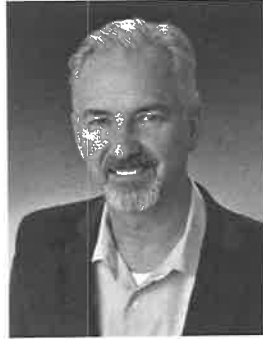
As one of the co-founding principals of EOP, Paul Ochenkoski has provided leadership in quality control to ensure that the firm's vision of innovative excellence is carried out through the design and construction process. Paul has established a reputation for attention to detail and ensuring that projects are completed in a manner which suits the present and future needs of the client. Paul has worked on a wide spectrum of project types including historic buildings, educational, residential, retail, health care, equine-related and office facilities.

Background

Bachelor of Architecture, University of Kentucky, Lexington, KY
Registered Architect, Kentucky #2375

Selected Project Experience

- KCTCS Administrative Offices Renovation, Versailles, KY
- Kentucky International Convention Center, Louisville, KY
- Kentucky Horse Park Rolex Outdoor Stadium, Lexington, KY
- Technology Center, Maysville Community & Technical College, Maysville, KY
- Kentucky Theater Renovation, Lexington, KY
- Le Theater Renovation, Lexington, KY
- Lin Building Renovation & Addition, Lexington, KY
- Lintridge Elementary School Renovation & Addition, Lexington, KY
- Long Springs Elementary School Renovation & Addition, Lexington, KY
- Marthy Elementary School, Lexington, KY
- Maconda Cowan Elementary New Construction, Lexington, KY



Dale Howard

Senior Project Manager | DC Elevator

Role: Senior Project Manager

To plan and consult with Owners, Architects and Engineers on a wide variety of vertical transportation options including new construction, modernization and upgrades, vertical platform lifts and others; Seek and bid construction and elevator modernization projects including turn-key coordination project for owners; Estimating and budgets for these projects from 2-stop hydraulic elevator to 20-story 6-car group elevator modernizations; Providing complete project management throughout the job from consulting, surveying, bidding, project coordination, ordering, scheduling, project oversight, billing, completion and closeout; Opened Louisville office in 1989; returned to Lexington in February 1993 as DC was growing and needed a second experienced Regional Sales Manager. Originally hired in June 1987 to eventually open Louisville office; May 1984 to May 1987: Deputy State Fire Marshall Elevator Inspector for Kentucky Department of Housing, Buildings and Construction-Elevator Inspections (Areas-Lexington and Eastern Kentucky); Duties included annual inspections and witnessing test for new construction projects with elevator companies for current code compliance for elevators and escalators; January 1984 to May 1984.



Ryan Murphy, AIA

Project Manager | EOP Architects

Role: Project Manager

Ryan Murphy learned his skills studying and working in Chicago. He holds a minor in electrical engineering which complements his bachelor of architecture. Ryan's experience includes projects for health care, academic, hospitality, workplace, mixed-use and residential facilities.

Background

B.Arch, Illinois Institute of Technology, minor in electrical engineering
American Institute of Architects
Registered Architect, Kentucky #7967

Selected Project Experience

- LFUCG Government Center Envelope Evaluation, Lexington, KY
- UK Alpha Gamma Delta Renovation, Lexington, KY
- Lexington Convention Center Renovation, Lexington, KY

Firm's Experience



Historic Fayette County Courthouse Conditions Assessment & Rehab Plan

Lexington, KY

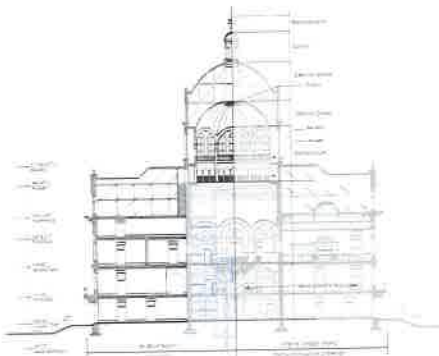
42,767 sq ft

Completed 2015

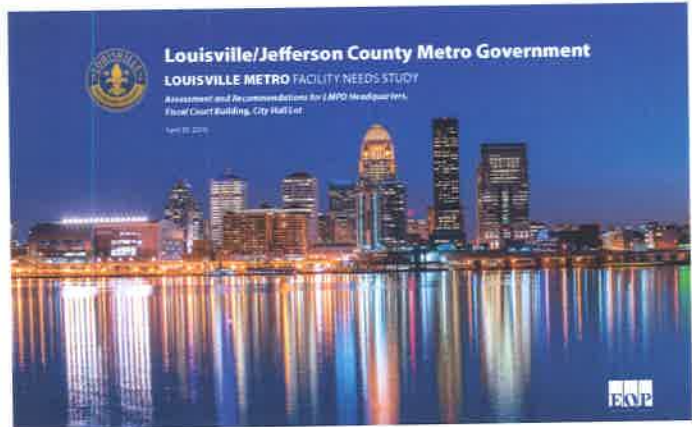
Estimate: \$38,269,991

Actual: \$36,000,000

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



Left: Excerpt from LFUCG Old Fayette Courthouse Restoration Plan



Louisville Metro Government Facility Needs Study

Louisville, KY

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

Completed 2018

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

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

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

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

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



University of Louisville Athletic Facility Assessments

Louisville, KY

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

Completion: 2019 est

Cost: Not yet determined

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



L&N Building Stabilization and Renovation

Louisville, KY

45,445 gr sq ft

Status: Design

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

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

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

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



Fayette County Public Schools Facility Plan Updates

Lexington, KY

45,000 sq ft

Completed 2015

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

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

- 1 Elementary Schools
- 1 Middle Schools
- 1 TEAM Academy High School



JCTC Seminary Building Stabilization and Renovation

Louisville, KY

55,000 sq ft

Completed: 2016

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

Subconsultants: Brown + Kubican

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

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

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



Lexington & Fayette Parking Authority

DC Elevator

Lexington, KY

Completed 2017

Contact

Ed Trammell, M.ARCH, CAPP, Planning And Project Manager,
859-233-7275

Consulting with LFCPA on elevator upgrades and code compliances on all LexPark garages in 2017.



UK Physical Plant Division

DC Elevator

Lexington, KY

Completed

Contact

Bill Collins, Special Assistant to Director of PPD (Former Assistance Director),
859-257-8486

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



LFUCG Senior Center, Lexington,



Lexington Convention Center & Rupp Arena Expansion, Lexington, KY



Court Square Building Renovation, Lexington, KY



Kentucky International Convention Center Expansion, Louisville, KY



Kentucky Theater and State Theater Renovations, Lexington, KY



Gratz Park Inn, Lexington, KY

Old Taylor/Castle & Key Distillery Restoration, Millville, KY
Urban Government Center, Louisville, KY

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

Conflict of Interest Statement

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

OSHA Compliant Methods

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

Workload

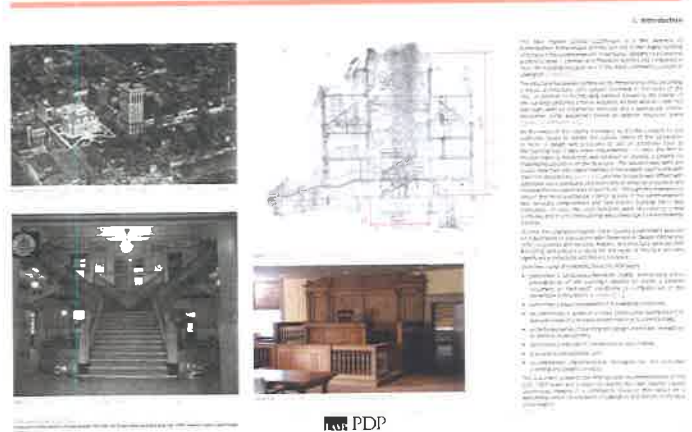
Project Name	Status
LFUCG Government Center Envelope Evaluation	Design
Lexington Convention Center / Rupp Arena	Construction
UofL Athletic Facilities Assessments	Design
Lexington Public Library Master Plan	Design
L&N Building Renovation	Design
KCTCS Administration Headquarters Renovation	Design
Capital Plaza Office Building	Complete 6/19
Bulleit Visitor Center	Complete 6/19
The Met	Construction
Brenda Cowan Elementary School	Complete 8/19
Kentucky Center for the Arts Emergency Services	Complete 9/19

References

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

02 Work Plan

EOP Architects has completed numerous facility assessment, space planning and market analysis studies over its near 40-year history. EOP understands the process and the specific tasks necessary to gather and document information, analyze it and make recommendations based on findings. **This study will become the foundation upon which important planning and financial decisions will be made that will impact LFUCG facilities for decades to come.**

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

Collaboration is Key

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

Deliverables Checklist

The EOP team will provide at a minimum those items listed in the RFP as required for the Feasibility Study that explores the condition of the current elevator systems as well as identification of the type and urgency of necessary repairs and the estimated costs associated with the corrective work. As defined in the RFP, the work will be provided as follows:

PHASE I – Feasibility Study that Explores the condition of the current Elevator Systems

Phase I will be divided into two tasks:

Task 1: Elevator Condition Survey

EOP Architects and our consultants will review and make onsite documentation as required to observe and evaluate symptoms of distress or failure.

EOP and our consultants will visually inspect the existing elevator conditions documenting observed symptoms of distress.

Working closely with DC Elevator, EOP will coordinate cause or causes of identified problematic conditions: and, recommendations, setting forth the opinion of advisable corrective actions expressed in current values.

Task 2: Provide a Feasibility Report on the recommended modifications for the modification and repair of the current system.

Working in concert with DC Elevator we will perform a full evaluation.

- Machine Room Components
- Hoistway Components
- Entrance Components
- Pit Components
- Car Components
- Car Enclosure Components
- Operating Signal Components

Upon completion of the investigation and testing, the recording of findings—both on drawings and in narrative form—and the analysis of the findings as well as the preparation of recommendations will be presented to LFUCG along with preliminary cost estimates and value engineering recommendations for discussion and comment when at the 95% stage of completion. Upon incorporation of comments and necessary revision of the 95% document, the final document will be presented to LFUCG along with the final cost estimates for the work. The Final Report will include, along with LFUCG comments and inquiries:

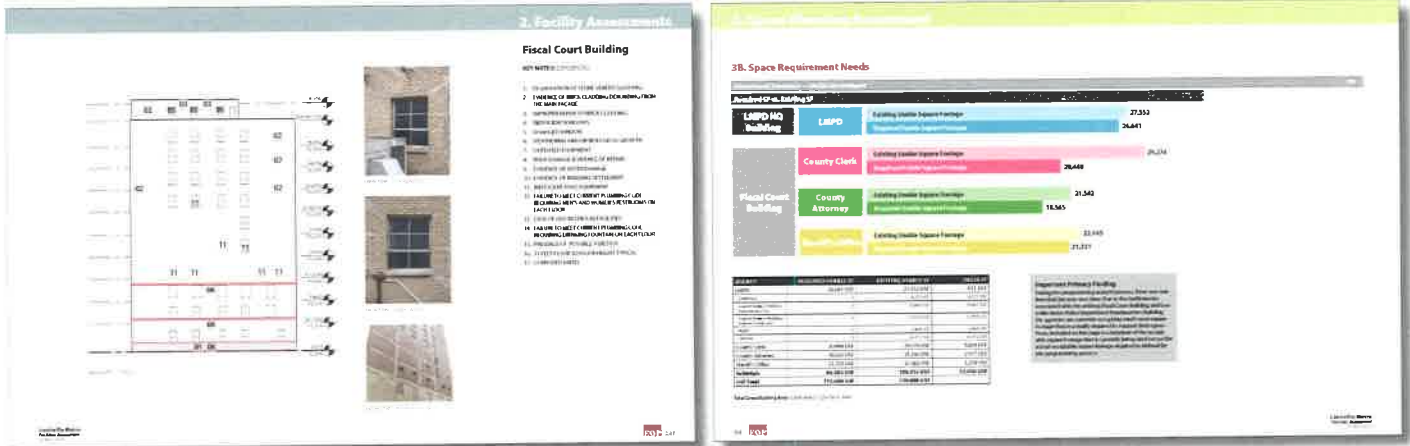
- Elevator Floor;
- Elevator Shaft Details;
- Shaft Sections;
- A bound project manual containing the survey report, recommendations and final cost estimates.

PHASE II – Design and Construction Administration Phases

General Requirements of Phase II:

In conjunction with the tasks as defined below for the Design and Construction Administration phases, EOP and our consultant team will participate in council presentations and work sessions to keep the council abreast of findings, recommendations and implications of decisions made during the formulation of Phase I and the implementation of Phase II of the work.

EOP and its consultants are committed to adhere to the schedule as defined in the RFP, and foresee no circumstances, based on current understanding and information, under which a deviation from the schedule would be necessary.



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

EOP and consultant team will attend and conduct review meetings and presentations at the end of each design phase listed below.

Task 1: Schematic Design Phase

Based upon the information gathered during Phase I, all review sessions and comment periods, and estimating and value engineering, EOP will provide Schematic Design Drawings, elevator shaft plans and sections, clearly defining for LFUCG the intent and work plan for review and approval prior to moving forward.

Additionally, the team will provide Outline Specifications, a project narrative, and a Schematic Design Probable Cost Estimate from a third-party construction estimator.

Upon completion of the Schematic Design Documents, EOP and its consultants will present the documents at an Owner Review Meeting for feedback and direction.

Task 2: Design Development Phase

Upon incorporation of feedback from the SD phase, our team will then proceed to the Design Development documents process. The DD set will finalize the Design Intent, and will document all understanding from the Owner Review Meetings. The DD documentation will include:

- Elevator Shaft Plans
- Elevator Shaft Sections
- Typical Construction Details

Design Development outline specifications including materials, equipment, fixtures data sheets and other studies, calculations / evaluations as appropriate

Design Development Probable Cost Estimate to ensure alignment with the project budget.

Task 3: Construction Document Phase

Upon incorporation of feedback from the DD phase, our team will then proceed to the Construction Documents process. The construction documents will illustrate and describe the further development of the approved Design Development documents and will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. These documents

will be sufficient for obtaining final construction pricing, and detailed enough to minimize potential future change orders. The CD documentation will include:

- 100% Construction Document drawings in 24"x36" (or 30"x42") bound format, and will include a cover sheet, site plans and all necessary structural, architectural and other drawings as necessary to completely describe and detail the project.
- 100% Construction Document Specifications bound into a Project Manual on letter-size sheets, double-sided.
- Construction Documents Cost Estimate, to ensure alignment with any existing project budget and timeline. If applicable, prevailing wage rates will be paid for the construction of this project. EOP and its consultants will be responsible for obtaining the current information from the Kentucky Labor Cabinet, and will incorporate them into the cost estimate.
- One additional set of ready-to-advertise drawings will be submitted unbound on 24"x36" (or 30"x42") paper.
- One additional set of ready-to-advertise unbound specification masters on 8 1/2"x11" one-sided paper will be provided.

Upon submission of the Construction Document set, EOP Architects will present the set for review at an owner review meeting.

Once all comments have been incorporated and the set has been approved, EOP Architects will follow the Plan Review process in Building Inspections to obtain any required building permits, and will incorporate any review comments from that body into a "ready-to-advertise" corrected construction document set of drawings and specifications.

Task 4: Bidding Assistance

EOP Architects will assist the Owner in bid documents preparation as required, produce a list of items for unit pricing for bid submission, prepare alternate bid scopes as required and establish a list of prospective contractors. EOP Architects will be responsible for printing the number of sets determined by the appropriate LFUCG representative and the Design Team. Following the Owner's approval of the Construction Documents, EOP will assist the Owner in:

- obtaining either competitive bids or negotiated proposals;
- confirming responsiveness of bids or proposals;
- facilitating pre-bid and pre-construction meetings;
- responding to questions and supplying additional information as required via the addendum process;
- processing substitution requests;
- making recommendations regarding the successful bid or proposal, if any.

Task 5: Construction Administration

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

Task 6: Project Closeout

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

- Ensuring that all items are completed in accordance with plans, specifications and applicable codes;
- Conduct a punch list walk-through with the appropriate LFUCG representative(s) to create a formal punch list;
- Coordinate closure of RFIs and Change Orders; completion of as-builts; transmission of warranties, approved Operations & Maintenance Manuals (O&Ms), extra stock, special tools and spare parts to be provided per the Specifications and other Division 1 General Requirements.

This information will be compiled per the Project Closeout requirements.

Project Closeout Deliverables will be provided as listed below:

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

Budget

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

Schedule

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

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

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

ATTACHMENT A – FORM OF PROPOSAL

Design Services for the Government Center Elevator Evaluation

Request for Proposal # 18-2019 Form of Proposal

Consultant: **EOP Architects**

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

General:

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
 - b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
 - c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
 - d. The Consultant shall include Technical Information as required herein.
- 1. Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:
- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment F**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
 - b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
 - c. Narrative on how customer satisfaction is tracked.
 - d. Summary of continuing education/professional training program and quality control/quality assurance program.
 - e. Provide the current number of employees and employee types.
 - f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
 - g. Project Team list (including sub consultants and Vertical Transportation Consultant) indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should

be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

- h. Summary of firm's recent (10 year) experience in similar/representative Vertical Transportation projects including
 - i. Physical project size
 - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
 - iii. Identification of any involved sub-consultants and/or joint-venture partners
 - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - j. Ability to meet required deadlines (See Project Schedule **Attachment B**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
 - k. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references shall be provided.
2. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents and as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
 - ii. A title page
 - iii. A table of contents and/or index; or blank tab pages
3. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
4. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
 - b. A specific schedule (See Project Schedule **Attachment B**) to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
 - e. An explanation of the team Quality Control Program throughout all phases of design and through construction administration.
5. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones,

supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Phase One:

<u>Feasibility Study Cost (Total of Services Below)</u>	\$ <u>22,500</u>
Task 1: Elevator Condition Survey	\$ <u>10,000</u>
Task 2: Elevator Modification Proposal	\$ <u>12,500</u>

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

Phase Two:

Construction Documents & Construction Administration Services

<u>Total of Architectural/ Engineering Services Below</u> (percentage of construction cost)	<u>10 %</u>
Task 1: Schematic Design: (percentage of construction cost)	<u>1.5 %</u>
Task 2: Design Development: (percentage of construction cost)	<u>2.0 %</u>
Task 3: Construction Documents: (percentage of construction cost)	<u>3.5 %</u>
Task 4: Bidding Assistance: (percentage of construction cost)	<u>0.5 %</u>
Task 5: Construction Administration: (percentage of construction cost)	<u>2.0 %</u>
Task 6: Project Closeout: (percentage of construction cost)	<u>0.5 %</u>

6. Payment for Additional Services: Additional Services, as permitted under Section 2, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice). All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies,

administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>250 \$/HR</u>
<u>Project Manager</u>	<u>135 \$/HR</u>
<u>Registered Architect</u>	<u>135 \$/HR</u>
<u>Graduate Architect</u>	<u>110 \$/HR</u>
<u>Clerical</u>	<u>65 \$/HR</u>
<u>Sr. Interior Designer</u>	<u>100 \$/HR</u>
<u>Interior Designer</u>	<u>85 \$/HR</u>
Graphic Designer	100 \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 1.15 %
- b. Reimbursables will be based on actual costs.



Paul Ochenkoski, AIA

Signature

Name

Project Principal

May 30, 2019

Title

Date

AFFIDAVIT

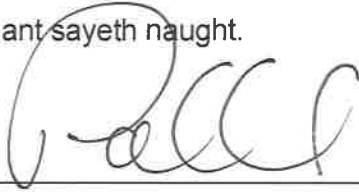
Comes the Affiant, **EOP Architects**, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is **Richard J. Polk, Jr., AIA, LEED AP** and he/she is the individual submitting the proposal or is the authorized representative of **EOP Architects**, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Paul Ochenkoski on this the 30th day of May, 2019.

My Commission expires: June 6, 2021



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



AFFIRMATIVE ACTION PLAN

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

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



AFFIRMATIVE ACTION PLAN

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

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

Paul Ochenkoski, AIA

Signature of Company Official

Project Principal _____
Title

May 30, 2019 _____
Date

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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



Signature

EOP Architects

Name of Business

Paul Ochenkoski, AIA

WORKFORCE ANALYSIS FORM

Name of Organization: EOP Architects, PSC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	5	5														5	
Professionals	24	16	5		1		1			1						17	7
Superintendents																	
Supervisors																	
Foremen																	
Technicians	1					1											1
Protective Service																	
Para-																	
Office/Clerical	1		1														1
Skilled Craft																	
Service/Maintenan																	
Total:	31	21	6		1	1	1			1						23	8

Prepared by: Terri Slusher, Accountant Date: 05 / 29 / 2019

(Name and Title)

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 18-2019

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

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

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

EOP Architects
 Company

Paul Ochenkoski
 Company Representative

May 30, 2019
 Date

Principal
 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 18-2019

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

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

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

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

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

EOP Architects

 Company

Paul Ochenkoski

 Company Representative

May 30, 2019

 Date

Principal

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 18-2019

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EOP Architects

Company
May 30, 2019

Date

Paul Ochenkoski

Company Representative
Principal

Title

GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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


B. At Will Termination

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

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

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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



Signature

May 30, 2019

Date

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #18-2019

Date: May 10, 2019

Subject: Government Center Building Elevator Evaluation Design
Services

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. RFP opening is extended to May 24, 2019, 2:00 pm.
2. Q&A deadline is extended to May 17, 2019, 12:00 pm.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: EOP Architects

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

SIGNATURE OF BIDDER:  _____



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

RFP Number: #18-2019

Date: May 20, 2019

Subject: Government Center Building Elevator Evaluation Design
Services

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. RFP opening is extended to May 30, 2019, 2:00 pm.
2. Q&A deadline is extended to May 22, 2019, 12:00 pm.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: EOP Architects

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

SIGNATURE OF BIDDER:  _____



MAYOR JIM GRAY



LEXINGTON

SALLY HAMILTON
CHIEF ADMINISTRATIVE OFFICER

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Geoffrey Reed, Commissioner, General Services

CC: Jamshid Baradaran, Director, Facilities & Fleet Management
Chris Litton, Project Program Manager, General Services
Teresa Grider, Administrative Officer, Facilities & Fleet Management

DATE: June 5, 2019

SUBJECT: Request Council Authorization to approve and award the Consultant Services Agreement with EOP Architects for Design Services associated with RFP #18-2019.

Request authorization to: Execute the Consultant Services Agreement between the Department of General Services and EOP Architects for the Design Services of the Government Center Building Elevator Evaluation Services. This work was competitively bid under RFP #18-2019.

Why are you requesting? To execute the Consultant Services Agreement to move forward with the project design services and maintain the overall project schedule.

Department needs this action completed because: To execute the Consultant Services Agreement to move forward with the project design services and maintain the overall schedule

What is the cost in this budget year and future budget years?

The cost for this FY is: \$22,500.00

The cost for future FY is: N/A

Advance Document Review: Law Dept. N/A {Yes/No, Completed By [Attorney Name, Date]}

Risk Management N/A {Yes/No, Completed By [Official, Date]}

Are the funds budgeted?

The funds are budgeted or a budget amendment is in process: Budgeted

Account number: 2608-707201-0001-76101

Project/Grant ID: FACILITY_2018 **Activity:** BUILD_IMPR

Budget Reference: 2018

Current Balance: \$888,880.25

File Number:

Director/Commissioner: Jamshid Baradaran, Director, Facilities & Fleet Management

