

## CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of January 19, 2017 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and CGL RICCI GREENE DESIGN GROUP, LLC (**CONSULTANT**).

**WHEREAS, OWNER** intends to proceed with Lexington Central Library Reuse-Retrofit Analysis Consulting Services in Lexington, Kentucky as described in the attached Request for Proposal document (“Project”).

**WHEREAS, CONSULTANT** was selected by **OWNER** based upon its response to the **OWNER’s** Request for Proposal No. 27-2016, attached hereto as **Exhibit “A”** (“RFP 27-2016”), to perform Services (as defined below) in connection with Project.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER’S** professional assessment, conceptual and analysis representative for the Project as set forth in the RFP 27-2016 and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **OWNER** and **CONSULTANT** hereby agrees as follows:

### SECTION 1 – OVERVIEW & BASIC SERVICES OF CONSULTANT

- 1.1 The following documents are incorporated by reference herein as if fully stated: RFP 27-2016, Consultant’s Response dated August 30, 2016, attached hereto as **Exhibit “B”** (“Consultant’s Response”) and **CONSULTANT’S** revised scope dated 1.29, 2016, attached hereto as **Exhibit “C”** (“Revised Scope”).
- 1.2 To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of RFP 27-2016, then Revised Scope and then Consultant’s Response.
- 1.3 **CONSULTANT** shall perform certain professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER’S** professional assessment, conceptual and analysis representative for the Project, provide the services as described on RFP 27-2016 and as otherwise hereinafter stated which include customary assessment, conceptual and analysis incidental thereto (collectively the “Services”).
- 1.4 After written authorization from the **OWNER** to proceed with the Project, **CONSULTANT** shall:

- 1.4.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.4.2. On the basis of the "Selection Criteria" pursuant to RFP 27-2016, conduct field surveys and gather other necessary data or information, and prepare/perform all required deliverables listed in RFP 27-2016.
- 1.5 This Agreement, together with the Exhibits and schedules identified 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 by **OWNER** and **CONSULTANT**.
- 1.6 The General Condition provisions of RFP 27-2016 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than the Services. Such work shall be considered "Additional Services", and shall be requested by **OWNER** pursuant to a change order, made supplemental to this Agreement, which sets forth the character and scope of the Additional Services and the additional compensation in connection thereto. The change order shall become effective when the **OWNER** gives written authorization to the **CONSULTANT** finalizing the change order, including any necessary appropriations made by the Urban County Council.
- 2.2 Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof reasonably revised, the **CONSULTANT** shall make such reasonable revisions as directed, in writing, by the **OWNER**. Such reasonable changes shall be considered "Additional Services" and shall be paid as such.

## **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 disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the Services of **CONSULTANT**.

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to act on behalf of the **OWNER**, including, but not limited to, transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** Services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** Services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary and reasonable Additional Services as stipulated in Section 2.2 of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence. See the Revised Scope for the Project schedule.
- 4.2. The provisions of this Section 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 or omissions of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay, as mutually agreed upon between the parties, will be granted, upon **CONSULTANT'S** written notice to **OWNER** **within 10 days of the date of such delay**. Once an agreement for extension is reached, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under **DISPUTES**, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.
- 4.4. If a delay occurs by reason of acts or omissions of the **CONSULTANT**, or other causes within its control, Consultant shall request an extension of time by sending written notice to **OWNER** within 10 days of the date of such delay, which the **OWNER** shall reasonably consider. If approved, the extension of time shall be determined by the mutual agreement of the parties.
- 4.5. In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months

of the time specified therein, the Agreement fee or fees shall be subject to reasonable reconsideration and possible adjustment.

- 4.6 Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an extension of time or adjustment of fee pursuant to this Section 4.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1 Methods of Payment for Services of CONSULTANT**

#### **5.1.1 For Basic Services.**

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner in conformance with industry practices and standards. 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 in connection with the Services. The negotiated cost of Services is represented below.

<u>Cost (Total Cost of Services Below NOT TO EXCEED)</u>	<b>\$124,500</b>
Task 1- Project Initiation:	\$7,500
Task 2 – Assessment:	\$32,500
Task 3 – Facility Space Needs:	\$12,000
Task 4 – Conceptual Options:	\$27,500
Task 5 – Building Systems:	\$7,500
Task 6 – Conceptual Costs:	\$19,500
Task 7 – Reports, Final Review, Presentation:	\$13,000
Expense (rendering)	\$5,000

### **5.2. Times of Payment.**

5.2.1. **CONSULTANT** shall submit a schedule of values to **OWNER**, subject to approval by the **OWNER**, which shall not be unreasonably withheld, prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The statements will be based upon **CONSULTANT'S** estimate of the proportion of the total Services actually completed at the time of billing and are subject to approval by the **OWNER**, which shall not be unreasonably withheld. **OWNER** shall pay **CONSULTANT'S** monthly statements within thirty (30) days of receipt.

### **5.3. Other Provisions Concerning Payments.**

**5.3.1.** In the event the Agreement is terminated by the OWNER for any reason other than a breach by the CONSULTANT (Section 6.1.1) or is terminated by the CONSULTANT by reason of a breach by OWNER (section 6.1.1), the CONSULTANT shall be paid for the work performed or services rendered at an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER, as determined by mutual agreement between the OWNER and the CONSULTANT.

**5.3.2.** In the event this Agreement is terminated by the OWNER for convenience pursuant to Section 6.1.2, then the CONSULTANT shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the OWNER.

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

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

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

**6.2 Ownership and Reuse of Documents.** All documents, including drawings and specifications, prepared by the CONSULTANT pursuant to this Agreement shall be delivered to and become the property of the OWNER. The OWNER shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to CONSULTANT.

### **6.3 Legal Responsibilities and Legal Relations.**

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

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

application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

#### **6.4 Successors and Assigns.**

**6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

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

#### **6.6 Accuracy of CONSULTANT'S Work.**

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

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

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

**6.7 Security Clause.** The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the Services covered by this Agreement to any person or any public or private organization except the **OWNER** and **CONSULTANT**'s employees, representatives, agents and subcontractors with the need to know such information for purposes of completing the Services, without prior approval of the **OWNER**.

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

**6.2. Required Risk Management Provisions.** The Risk Management Provisions of RFP 27-2016 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

## **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

## **SECTION 8 - SPECIAL PROVISIONS**

- 8.1. This Agreement is subject to the following provisions.

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

*[Signature Page to Follow]*



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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: [Signature]  
JIM GRAY, MAYOR

Date: January 19, 2017

ATTEST:  
[Signature] as Deputy  
COUNCIL CLERK

CONSULTANT (CGL RICCI GREENE DESIGN GROUP, LLC):

Signature: [Signature]

Printed Name: W. ROBERT GLASS

Position: EXECUTIVE VICE PRESIDENT

Date: 1.11.17

STATE OF NY  
COMMONWEALTH OF KENTUCKY  
COUNTY OF ( NY )

The foregoing instrument was subscribed, sworn to and acknowledged before me by W. Robert Glass as Executive Vice President for and on behalf of CGL Ricci Greene Design Group LLC on this the 11<sup>th</sup> day of January, 2017.

My commission expires: 6/10/18

[Signature]  
NOTARY PUBLIC, STATE AT LARGE, KY  
OF NY

MARIE BOND  
Notary Public, State of New York  
No. 01BO6075548  
Qualified in Suffolk County  
Commission Expires June 10, 2018

COMMUNITY DEVELOPMENT BANK OF NEW YORK  
CDBNY  
NOTARY PUBLIC STATE OF NEW YORK  
KATHLEEN M. HARRIS  
CDBNY



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #27-2016 Lexington Central Library Reuse/Retrofit Analysis Consulting 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 **August 30, 2016**.

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 #27-2016 Lexington Central Library Reuse/Retrofit Analysis Consulting 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.

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

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

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

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

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

***Please do not contact any 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. See complete evaluation criteria beginning on page 39

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 addressed to:**

Todd Slatin, Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)



## Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

- 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-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

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 goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

## Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses 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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE 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 and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated 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 subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

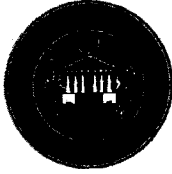
## E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS



- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
  - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
  - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
  - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
  - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

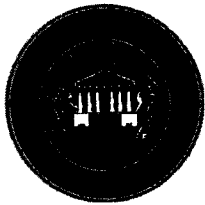
- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

*"A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."*

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	859-257-7668
	Shirie Mack	<a href="mailto:smack3@email.uky.edu">smack3@email.uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cyckv.org">jcoles@cyckv.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women's Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner's Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozekey@yahoo.com">lavozekey@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

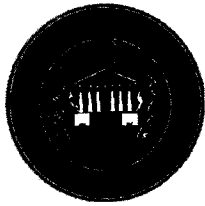
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	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. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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 business enterprises on the project and can supply the appropriate documentation.

- \_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- \_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package
- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- \_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- \_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- \_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not

less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- \_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
  
- \_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
  
- \_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
  
- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
  
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
  
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.



- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. 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.
- d. 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.
- e. 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.
- f. 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

**Request for Proposals (RFP)**  
**For**  
**Lexington Central Library**  
**Reuse/Retrofit Analysis**  
**Consulting Services**



**LFUCG - Department of General Services**  
**Division of Facilities & Fleet Management**

**August 2016**

## Introduction

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LFUCG is seeking a qualified, multidisciplinary consulting team to lead a feasibility study for the potential repurposing /retrofitting of the current **Lexington Central Library (LCL)** located at **140 E Main St, Lexington, KY 40507**. Pertinent floor plans for the facility are provided in Appendix A and electronic (PDF & DWG) files will be available. A **pre-proposal meeting** will be held at **10:00 AM on August 10, 2016** in the 3<sup>rd</sup> Floor Purchasing Conference Room of the Government Center Building at 200 East Main Street Lexington, KY 40507.

## Scope

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The project's scope is divided into the followings:

### I. Facilities Condition Assessment

Provide a report indicating the facility's current condition, short and long term repair and recapitalization needs included estimated costs. The consultant team will:

- Conduct a condition assessment of the CL building by conducting:
  - Review of all plans, as-builts, and recapitalization projects.
  - Conduct a condition assessment of the facility including but not limited to:
    - a. Envelope
    - b. MEP Systems
    - c. Life/Safety
    - d. ADA
    - e. Roof
    - f. Interior Vertical system
    - g. Code
    - h. Structural
    - i. Lighting
    - j. Finishes
    - k. IT

The deliverables shall include an electronic and hard copy report with findings and deficiencies (including items that are out of compliance with building codes), photographs to document existing conditions, and cost estimates.

- Building Envelope, to include the condition of the outer shell of the building including walls, doors and windows. Include assessment of the roof.
- Structural integrity, including walls and foundation.
- Interior walls, ceilings, flooring and signage.
- Mechanical systems, HVAC, exhaust, ventilation, controls and instrumentation.
- Electrical systems, both interior and exterior, including distribution and lighting.
- Plumbing systems, both interior and exterior.
- Elevator systems.

- Life Safety.
- Security.
- Traffic/Pedestrian Safety.
- Americans with Disabilities Act (ADA) Accessibility.
- Preventative maintenance status.

## **II. Space Capacity Assessment and Pre-Schematic Design Plan**

The building's spatial capacity assessment is a primary component of this study. The professional firm shall evaluate and analyze the suitability of existing spaces for administrative and support areas as well as specialty functions such as:

- Ceremonial Space(s)
- Council Chamber
- Council Office
- Council Clerk's Office
- GTV-3 TV Production
- CAO and Support Staff
- Mayor & Mayoral Support Staff Work Space
- Upper Management Staff (Commissioners, Deputy Commissioners, Directors) Offices
- Security Controlled Points of Access
- Conference Room (s)
- Public Lobby
- IT

The deliverables shall include a written report identifying how the above noted special spaces can be accommodated within the building's current envelop as well as the total assignable areas which would provide adequate space for upper management staff. The assessment process should be interactive facilitating maximum involvement by LFUCG staff. A minimum of two schematic design scenarios should be anticipated.

Prepare final schematic design plan as well as develop communication tools including plans, models, color renderings and sketches to use for a presentation to the Administration as well as the City Council at date(s) yet to be finalized. The applicant's proposal should describe in detail the quality of the plans and any other promotional materials that will be provided within the maximum overall project budget. A report summarizing the costs of all project elements and estimated time frames for implementing all phases of design and construction must be also provided.

## Submittals

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### Submittal Content Requirements:

Consultants are encouraged to submit concise and clear responses to the RFP. Proposal lengths exceeding maximum page limits will result in an automatic 10 point deduction. All pages shall be 8.5 x 11 inch format. Provide one (1) signed original RFP, seven (7) copies of the original, and a pdf copy. The following information will be required in each proposal:

1. Letter of Interest (1 page maximum):
2. Indicate interest and availability to address scope
3. Project Approach (2 pages maximum):
4. A brief description of the Consultant's philosophy and approach to the project.
5. Scope of Work (8 pages maximum):
6. Describe approach to accomplish the scope stated in the RFP and identify the methodology proposed. The Consultant is encouraged to include suggestions or supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness.
7. Schedule (2 pages maximum): Include a timeline showing the estimated length of time required for completion of the phases as described in the scope of work.
8. Cost Summary (1 page maximum): Provide a preliminary cost summary of the work to be completed. Lump sum format.
9. Project Team (2 pages maximum): Identify the proposed team, including sub-consultants, general qualifications and experience. Identify the project manager and principal contact who will be permanently assigned to the project (it is strongly preferred that they are one and the same person).
10. Relevant Experience (10 pages maximum): Describe Consultant experience in preparing scope. Include at least all projects the Consultant has completed that are similar to the project described in the request within the last 7 years. For each project, provide the following information:
  - o Name and location of each project
  - o Year completed
  - o Name and contact information of each client and their project manager.
  - o Elements of the project that are common to the scope elements described in this request.
  - o Project Budget
11. Project Team Resumes (provide appendix in proposal, one page resume per team member, no page limit):
12. Include a paragraph for each key team member, years of experience, education, certifications, company affiliation, workplace location, and a brief list of individual project experience.



## Comparative Evaluation Criteria

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The following criteria will be used to evaluate proposals. The maximum number of points is 50. Each criterion will be given a rating as follows:

- a. 8-10 points - Highly Advantageous
  - b. 5-7 points - Advantageous
  - c. 1-4 points - Not Advantageous
  - d. 0 points - Unacceptable
- I. Related Experience on projects over the last 7 years (10 Points Max)
    - Extensive related experience (more than 4 projects) = Highly Advantageous
    - Some related experience (1-3 projects) = Advantageous
    - Little experience (no projects) = Not Advantageous
  - II. Thoroughness and clarity of the proposal (10 Points Max)
    - Proposal is thorough, clear and concise = Highly Advantageous
    - Parts of proposal are thorough, clear and concise = Advantageous
    - Some difficulty understanding proposal = Not Advantageous
    - Unable to understand proposal = Unacceptable
  - III. Related Experience of Proposing Lead Consultant (s) (10 Points Max)
    - Extensive related experience (more than 7 projects) = Highly Advantageous
    - Some related experience (5-10 projects) = Advantageous
    - Little experience (1-4 projects) = Not Advantageous
    - No related experience = Unacceptable
  - IV. Experienced Staff in Related Projects and Firm Capacity to Provide Services within the timeframe set in this RFP (10 Points Max)
    - Extensive staff experience and capacity = Highly Advantageous
    - Some staff experience and capacity = Advantageous
    - Commitment to expand, Little or no staff experience and capacity = Disadvantageous
    - Commitment to expand, Little or no present staff experience = Unacceptable capacity

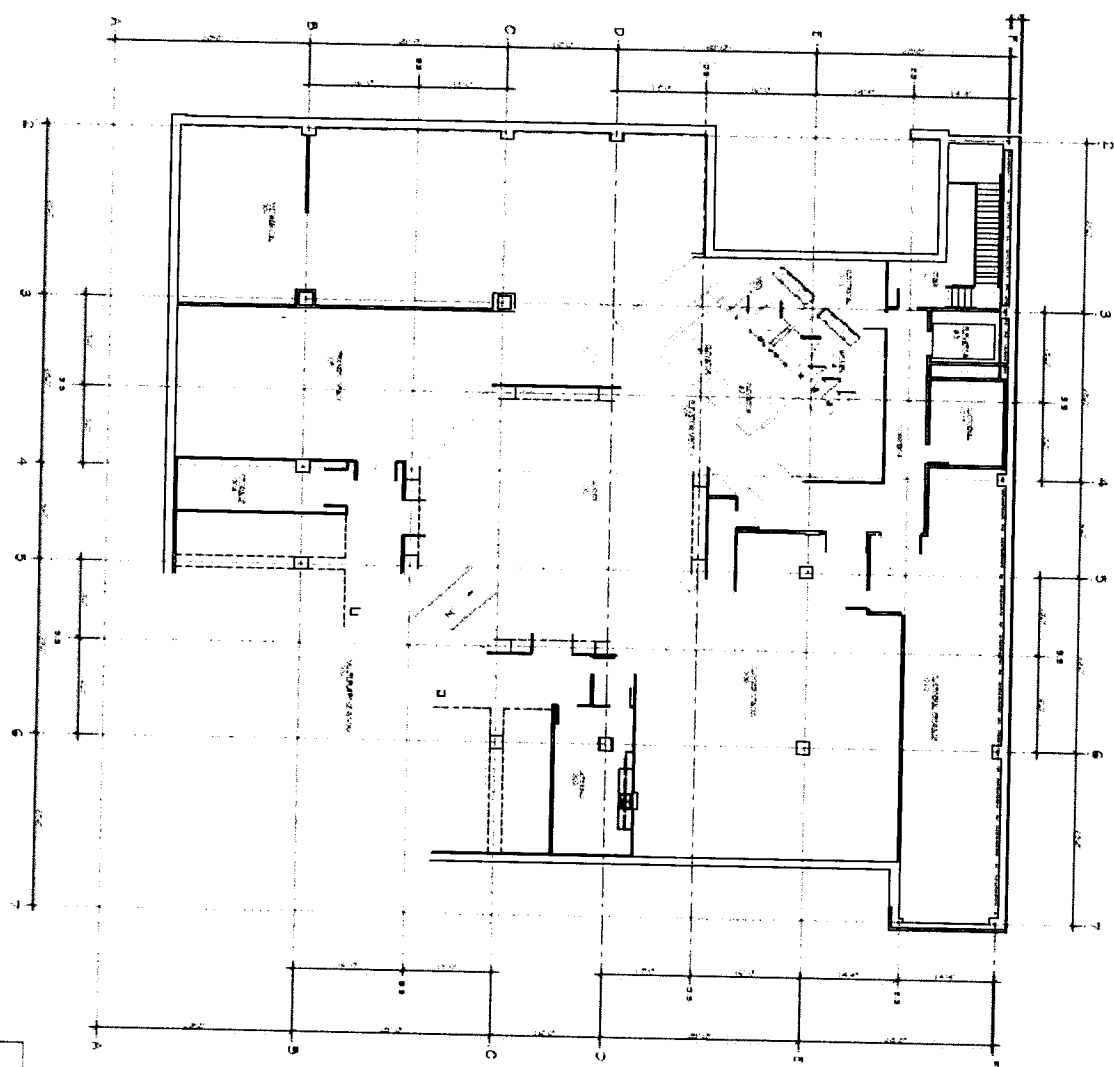
V. Cost of Services (10 Points Max) –Points distributed using the following formula:

- Score equals (Best Price/Price) x 10
- Example:

Scoring Example	Firm A	Firm B	Firm C
Price	\$ 50,000.00	\$ 100,000.00	\$150,000.00
Total Number of Points	10	10	10
Best Price	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Weighted Score	10.0000	5.0000	3.3333

**Appendix A – Lexington Central Library Floor Plans (ACAD Files Available)**

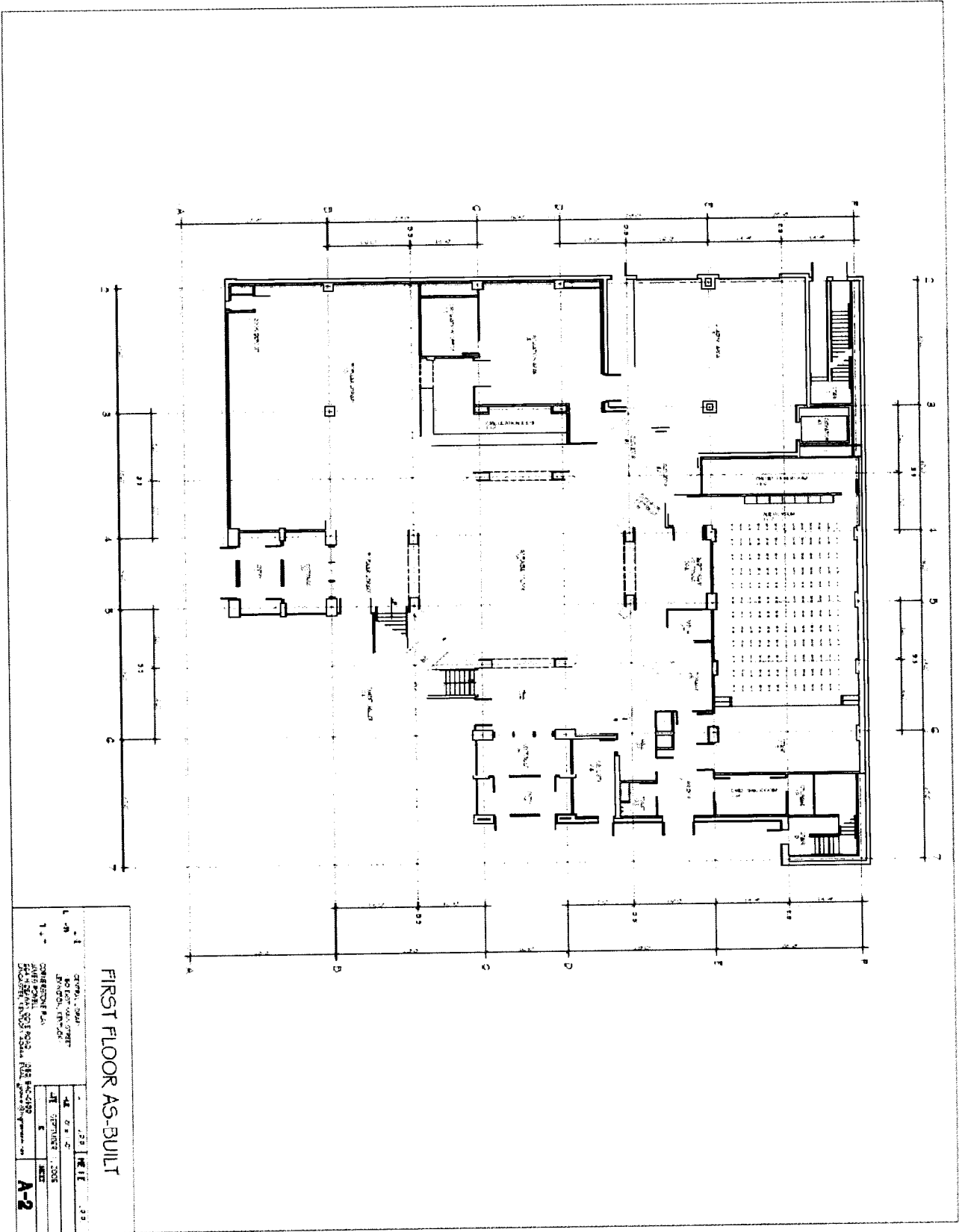
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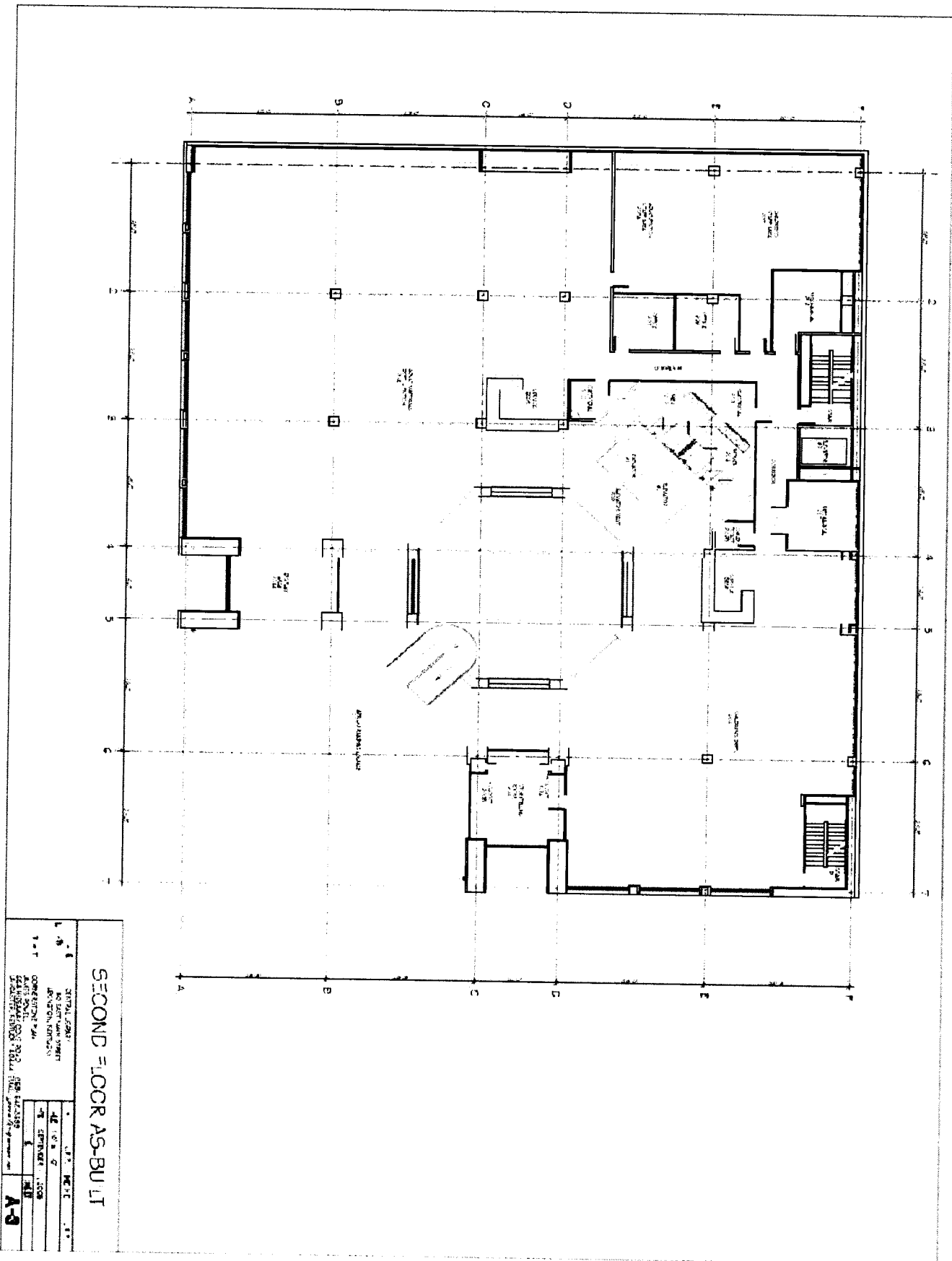


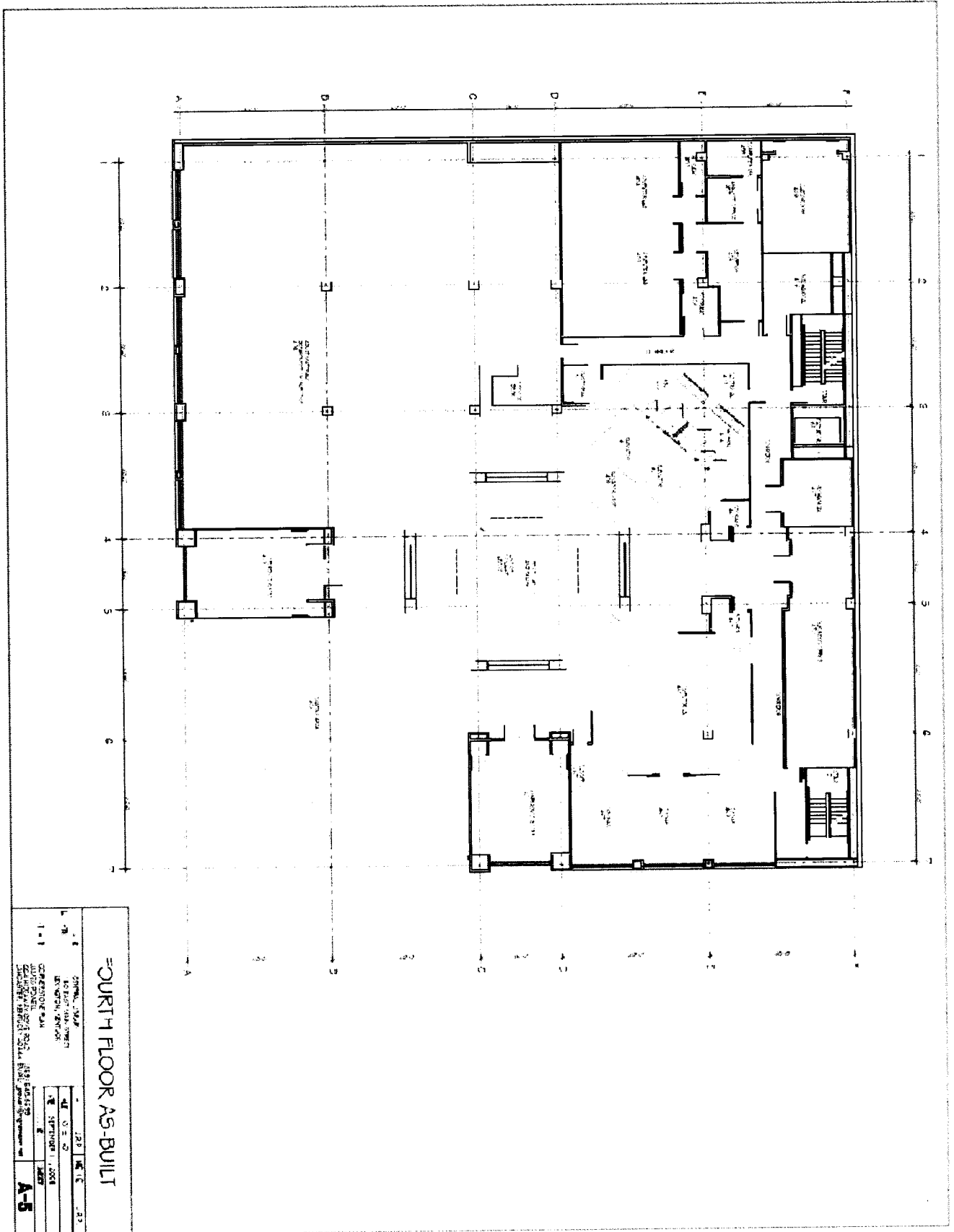
**BASEMENT FLOOR AS-BUILT**

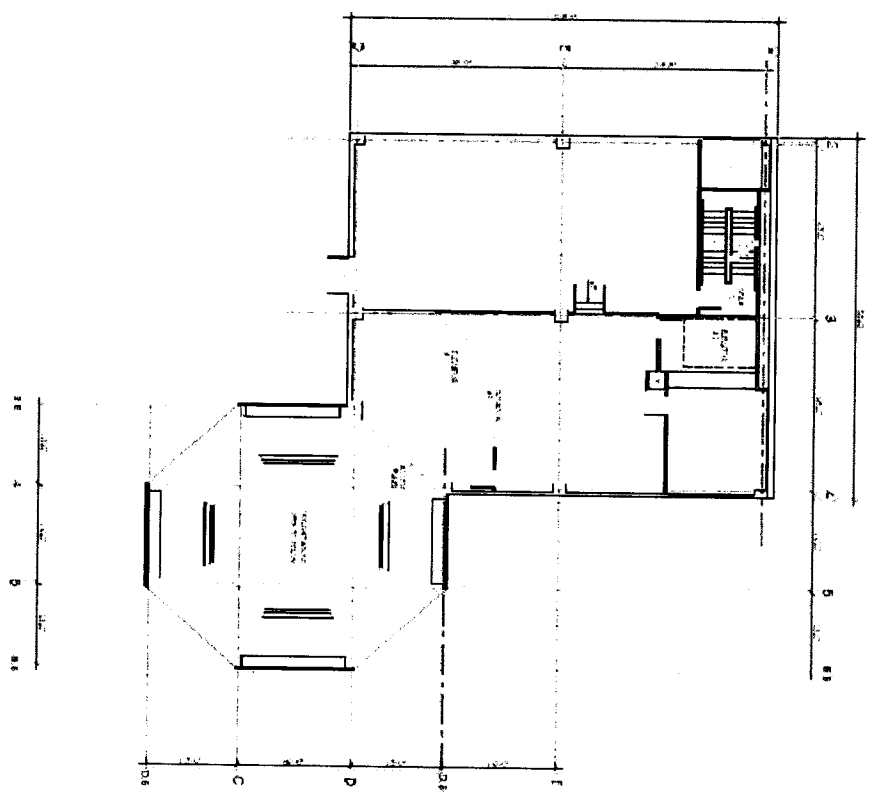
SERIALS 80 EAST WALSH STREET CHICAGO, ILLINOIS CONSTRUCTION PLAN DATE: 08/08/2008 DRAWN BY: J. J. J. CHECKED BY: J. J. J. PROJECT NO.: 080808	SHEET OF 10	TITLE AS-BUILT
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**A-1**







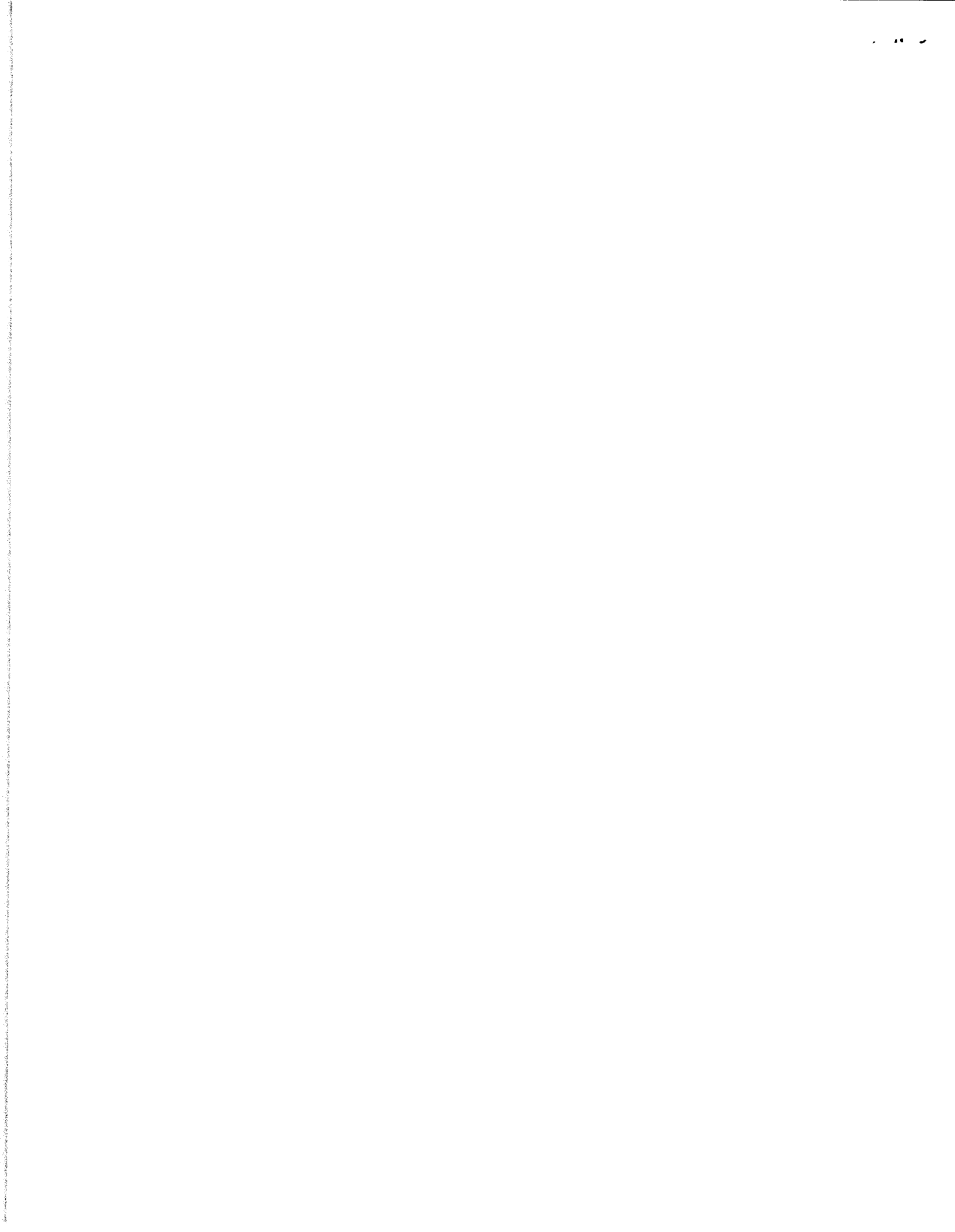


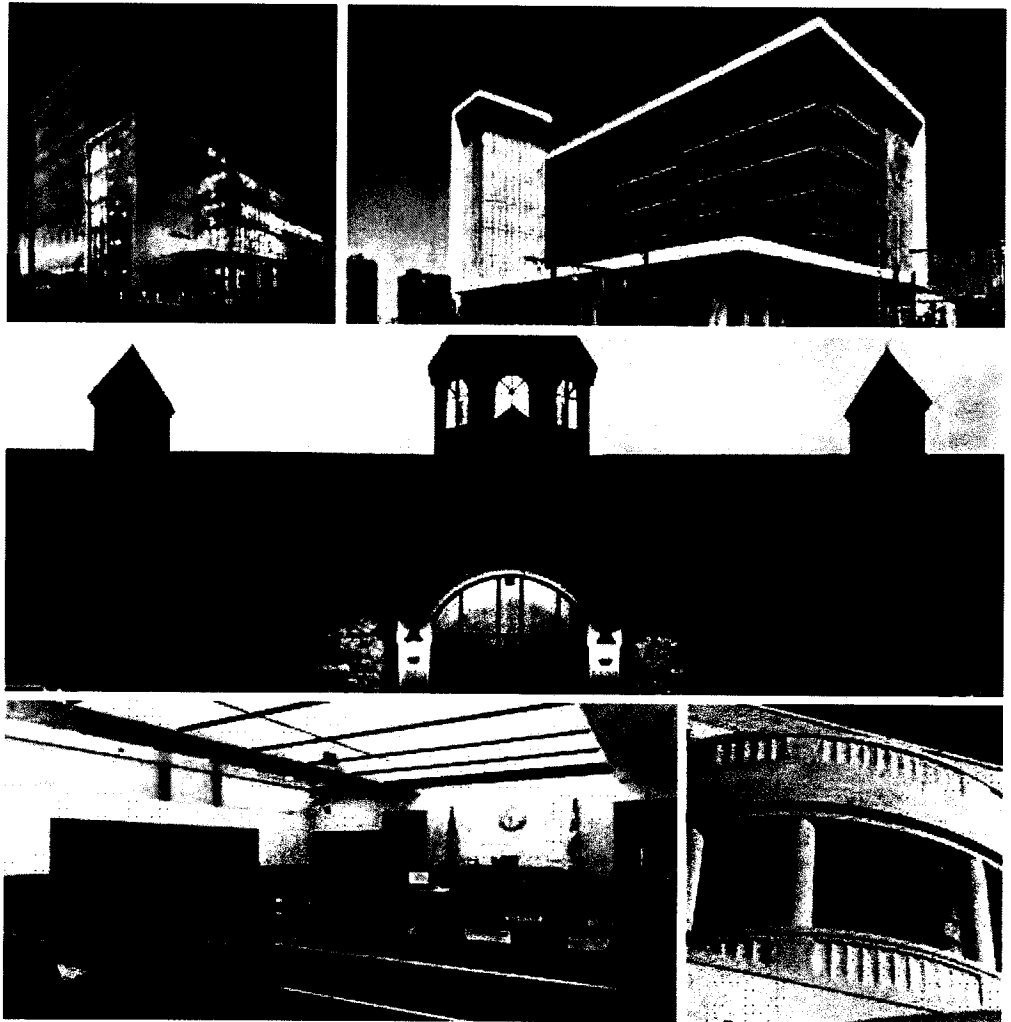
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DATE	1-1-00	BY	...
PROJECT	...	LOCATION	...
DESCRIPTION	...	SCALE	...
REVISIONS	...	DATE	...
APPROVED	...	DATE	...
A-7			



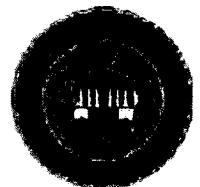
## Appendix B – Proposed Project Schedule

<b>Task Name</b>	<b>Duration</b>	<b>Start</b>	<b>Finish</b>
RFP Issuance/Advertisement	20 days	8/3/2016	8/30/2016
Pre-Proposal Meeting	1 day	8/10/2016	8/10/2016
Proposals Due	0 days	8/30/2016	8/30/2016
Proposal Review and Recommendation	9 days	8/31/2016	9/12/2016
Council WS	1 day	9/13/2016	9/13/2016
Council Review and Approval (WO/DBLR)	1 day	9/15/2016	9/15/2016
NTP/PO Issued	3 days	9/16/2016	9/20/2016
Kick-Off	5 days	9/21/2016	9/27/2016
Review of existing documents & FPs	5 days	9/28/2016	10/4/2016
Site Visits	10 days	10/5/2016	10/18/2016
Feasibility, Space Planning & Programing	15 days	10/19/2016	11/8/2016
Meeting - Initial Findings & Observations Report	1 day	10/26/2016	10/26/2016
Condition Assessment	15 days	10/19/2016	11/8/2016
Report - First Draft	3 days	11/9/2016	11/11/2016
Report - Second Draft	5 days	11/14/2016	11/18/2016
Report - Final Draft	3 days	11/21/2016	11/23/2016
Presentation to Administration	1 day	11/24/2016	11/24/2016
Final Presentation to the Council	1 day	11/29/2016	11/29/2016
Final Report Due	5 days	11/30/2016	12/6/2016
Project Closure	0 days	12/6/2016	12/6/2016





RFP #27-2016  
LEXINGTON CENTRAL LIBRARY REUSE/RETROFIT  
ANALYSIS CONSULTING SERVICES  
Lexington, Kentucky August 30<sup>th</sup>, 2016



# EXHIBIT B

## CGLRICCIGREENE

August 29, 2016

Todd Slatin, Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40597

**Subject: Lexington Central Library Reuse/Retrofit Analysis Consulting Services**  
RFP #27-2016

Dear Mr. Slatin:

The proposed scope of service that you seek for determining the feasibility of converting the Central Public Library into a new government center for the Lexington-Fayette Urban County Government (LFUCG) aligns perfectly with CGL RicciGreene's (CGL-RG). As a planning and design firm, 100% of our work resides in the public sector. We understand that the LFUCG faces many demands on how to spend resources. We also know that LFUCG has outgrown the existing government center and in dire need for new, expanded space. We are eager to assist you in finding the right and best solution.

Our proposal demonstrates our depth of experience with planning, pre-design, and facility assessments for government centers. Our process that we refer to as "Project Definition", will get you the answers you seek to determine the adequacy of and costs associated with retrofitting the Central Library Building.

While we practice across the country, our office is located just a few blocks away, on Upper Street. I welcome the opportunity to once again assist LFUCG. I led the CGL-RG Program Management effort for the jail located off Old Frankfort Pike which included procurement of the technology/data/A/V package/TV Studio packages. For the Robert F Stephens Courthouse project I served as CGL-RG's project architect.

Our team features our in-house Facilities Management/Maintenance group which will lead the existing facility conditions assessment.

We not only assembled the most qualified team, but, a team of known entities. Firms and people that we like to work with and that we trust. Our entire consultant team has a history of working together. CGL-RG worked with CMTA and Poage Engineers on the Robert F. Stephens Courthouse here in Lexington, KY and on the Lincoln Village Youth Treatment and Detention in Elizabethtown, KY. Over the course of the last 6 years CGL-RG and Shen Milsom & Wilke have collaborated on several government projects across the country. Our relationship with Ellana started in 2008 and have worked together on virtually every project we do.

Thank you for the opportunity to submit our qualifications for your consideration. We stand ready to present our team in person, at your request.

Sincerely,



April Pottorff, FAIA  
Senior Vice President | Principal

EXHIBIT B

CGL RicciGreene

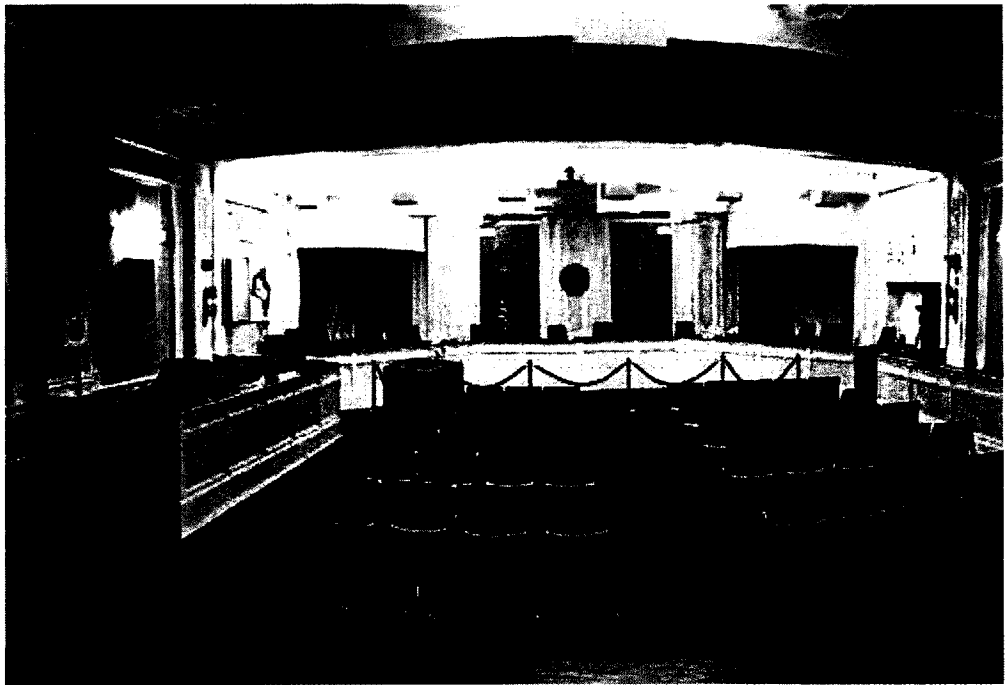
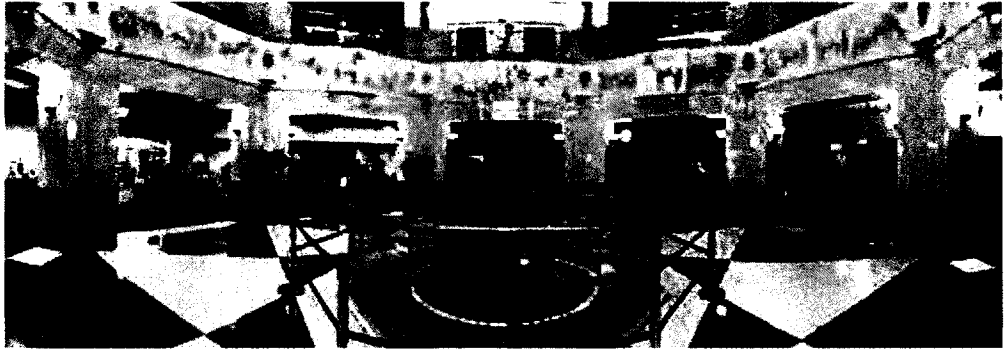
## **TABLE OF CONTENTS**

- i. LETTER OF INTEREST**
- A. PROJECT APPROACH**
- B. SCOPE OF WORK**
- C. SCHEDULE**
- D. COST SUMMARY**
- E. PROJECT TEAM**
- F. RELEVANT EXPERIENCE**
- G. FORMS**
- H. APPENDIX: PROJECT TEAM RESUMES**





CGL RicciGreene



**A:** Project Approach

EXHIBIT B

## PROJECT APPROACH

### Our Core Beliefs

Our planning and assessment approach begins with our commitment to understand the Lexington-Fayette Urban County Government (LFUCG) stakeholder's concerns, priorities, and traditions of how you envision using the building, so we address your concerns, priorities and traditions within present-day economic and social constraints. Our process enables the LFUCG stakeholders to participate in this planning and reuse/retrofit analysis effort. By expressing your concerns and needs, you guide our efforts.

Determining the feasibility for retrofitting the library is a comprehensive process, as much a creative exercise in listening and consensus-building as it is an exploration of realistic re-use opportunities. It is not just a matter of area allocations and assessment of existing building conditions. At its best, the process provides a clearly-delineated, flexible, and practical approach to the many needs of the user community. As part of our comprehensive process, we intend to explore a variety of considerations, driven by programmatic, operational, and physical plant concerns, to address:

- Healthy workplace environments
- Space allocations
- Operational efficiencies
- The building's ability to optimally meet your current and future needs
- Convenient, safe, and efficient circulation patterns for public and staff
- Existing physical plant condition assessment and deferred maintenance issues
- Life safety, ADA, and Code alignment; and,
- Project budget

Our process, which we call Project Definition, offers answers to a series of questions that allow LFUCG to evaluate the feasibility of retro-fitting the existing central library into a new government center:

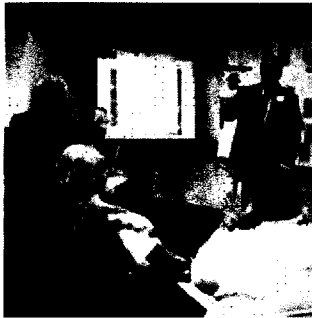
- How big is it? (space requirements)
- How does it operate? (operational and adjacency requirements)
- What will it look like? (how the program layouts out in the building)
- How much will it cost? (project budget)
- When will it open? (forecasted project implementation schedule)

### Collaborating For Success

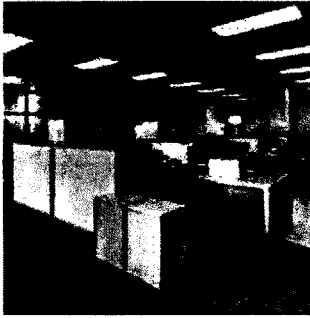
Our approach to public work builds on the premise that all decisions must achieve a high degree of consensus before they move forward. How to achieve this support and maintain a schedule is a challenge for which we are well prepared. The key to consensus decision making in the public arena requires a full demonstration of all relevant facts and criteria, with cost ramifications present throughout the discussion.

We believe in an interactive process. What is a top priority for one stakeholder may not be of the highest priority to another. Our process builds consensus and establishes a shared vision. At the beginning of the process we conduct a "Visioning" or kick-off session that includes all the various stakeholders. The vision sets a direction for the "purposes" (reason for existence); "mission" (philosophy); and "vision" (where the organization is going). Out of the "Visioning Session" comes the guiding principles which offers a framework for making decision and evaluating options throughout the process.

We utilize an interactive workshop approach. We find workshops effective because it involves you in the process and introduces you to new concepts and practices that challenge the collective team to "think outside the box". The workshop setting allows us to solicit feedback and input, these interactive sessions educate us on the issues that are most important to you. We will utilize workshops to work through operational requirements, program updates, test-fit options, physical plant issues, and budget development. We describe the features, advantages, and disadvantages of each option explored, you the opportunity to gain a clear understanding of the issues and to provide feedback.



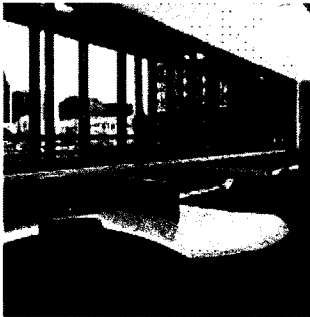
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### **Evidence-Based Workplace Solutions**

A rapidly growing body of performance data focuses on workplace environments. Our team uses evidence, trends, and practices from this growing body of knowledge to inform our planning and design approach. Studies demonstrate a link between healthy work environments and occupant/user experiences. For example, studies highlight the positive benefits of daylight and views to nature have on occupant productivity in the workplace, healing in medical environments, and test scores in the educational environment. Acoustic dampening in the work environment shows a reduction in adrenalin levels which in turn reduces blood pressure and stress levels, and, by extension reduces absenteeism.

Our planning approach considers each user's operational, space, and organizational requirements coupled with modern workplace design concepts. We hold detailed discussions with each user group to gain an understanding of activities that occur on a daily basis; situations that require interaction of various staff and the frequency of those interactions - whether scheduled or informal; the types of task-oriented work that occurs; and, activities or workspaces that require separation for acoustical purposes or for securing sensitive documents.



Space planning trends for workplace environments focus on more collaborative settings that feature fewer private offices, open work areas, "touchdown spaces", opportunities for informal interaction, teaming opportunities, quiet rooms, and meeting rooms that align with a department's organizational and operational structure. Multiple spaces for conducting individual work and group work, places to meet and greet, and a circulation system that creates opportunities for informal interaction are characteristics of a productive work environment. Over the long-term, every department must offer flexibility and anticipate the changing nature of work environments. In addition to space requirements, flexibility must address the delivery of power, voice, and data. Inspiring work and public service environments successfully address acoustics, artificial lighting, and natural daylight.

### **Physical Plant Assessment**

Our in-house Facility Maintenance (FM) team will lead the building condition and assessment effort. Deriving from their experience of maintaining public building across the country, they conduct a detailed physical plant assessment, from an owner's perspective and with an understanding of the "total cost of ownership", they document conditions (envelop, MEP systems, elevators, roof, finishes, etc.) and make recommendations as to what deferred maintenance issues the analysis report must address. Together we work with our team of consultants to develop narratives that describe recommended upgrades, modifications, or replacement. We then incorporate the recommendations into the projected costs.

### **Costs**

Our culture of cost-consciousness means that every time we present an option for your consideration, we also offer the cost implications and outline trade-offs associated with that particular decision. CGL RicciGreene's (CGL-RG) approach to determining innovative, cost-effective planning solutions embrace the fundamental concept that cost control begins in the pre-design/planning phase. Even in the pre-design phase we do not rely on cost/square foot nor do we use standard publications. Over the years we learned that these methods are flawed and unreliable. Instead during the pre-design process we generate dimensional drawings and write material and system descriptions. The ability to accurately quantify materials provides a powerful tool to estimate cost early in the process and to make necessary adjustments while still achieving project goals. In effect, starting day one, we make value engineering integral to the process.

Sound upfront planning and pre-design efforts offer LFUCG the ability to define a real budget. Your ability to influence cost is greatest during the planning and pre-design phase, when decisions are still fluid and allow you to manipulate the variables. Waiting to make important decisions during the design and construction phases result in project delays and costly budget increases.

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**B:** Scope of Work

EXHIBIT B

## SCOPE OF WORK

### Task 1: Project Initiation and Visioning

The inclusion of stakeholders and establishment of “guiding principles” for the project sets a solid foundation, a key ingredient of a successful planning project. We continuously analyze information, study options, develop interim products and report back through an interactive and collaborative process. Although we bring to the table a great deal of expertise and experience with planning government and public sector facilities, we find that no two projects are alike. Collectively the stakeholders hold a wealth of valuable information. We introduce national “best practices” and align them with local culture, context and stakeholder knowledge and vision. The process of consensus-building starts at the outset and continues throughout the project.

#### A. Kick-off and Visioning Workshop (meeting/workshop #1)

We hold a kick-off meeting to establish basic project parameters, identify key stakeholders and their roles, review the scope of work/project activities, and share the project schedule. This can be combined with a the visioning workshop if key stakeholders are identified prior to kick-off, and is intended to create a shared vision, align expectations for the project , and define the guiding principles for decision making throughout the planning process.



#### B. Existing Facilities Data Collection

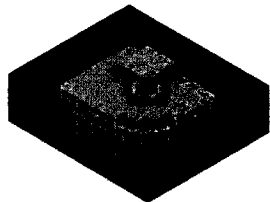
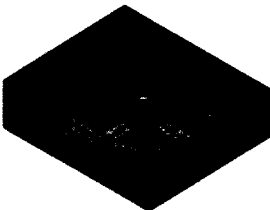
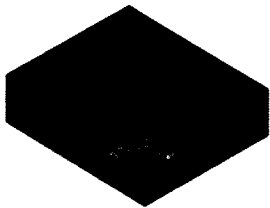
We meet with designated LFUCG personnel to collect existing building drawings, surveys, maintenance records, LFUCG standards (space, technology, etc.), and previously completed reports.

### Task 2: Assessment

The assessment task involves collecting all relevant information to relate to future staffing requirements, inventory existing space utilization and operations, and assessing existing physical plant conditions.

#### A. Library Spatial Assessment

In order to identify the candidate departments that will be recommended to study for relocation to the Library, the first step is to establish a rough idea of available space. The library is roughly 118,000 gross sf, but its current configuration consists of open floor plans that are open-air to the main public atrium space. In order to more efficiently use the space for offices and staff areas, it will be necessary to recapture some of the atrium edges and circulation space for departments. Infilling the atrium balcony edges with glazed walls will allow offices and staff space to get natural light from the atrium, while still maintaining privacy from the public circulation at each floor. Establishing a conceptual approach to capturing that space early in the process will define the maximum useable department floor area at each level, which is critical to defining how much of the government functions can fit in the existing footprint of the library. We estimate that somewhere between 55% and 60% of the gross floor area can be repurposed for staff department spaces without filling in the atrium. Alternatives will be explored showing options of reconfiguring the entry location, consolidating to one main entry, filling in the atrium space, etc, demonstrating the benefits and challenges of each approach.



**B. Existing Operations Review (site visits)**

The functional assessment of existing spaces allows us to gain an understanding of practices and understand how the current facility limitations shaped these practices overtime. Using plans of the existing government center we create an inventory of existing spaces which provides a point of reference/baseline when considering new space requirements. This task includes:

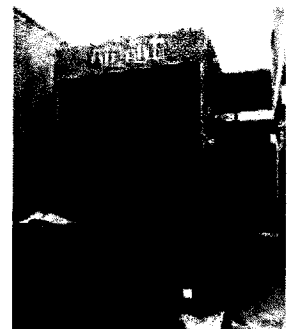
- Walk-through observation of the existing council chamber, council offices and support areas, CAO offices and support areas, Mayor offices and support areas, GTV-2 production studio, upper management staff offices and support areas, controlled points of access, conference rooms, public lobby, and IT areas.
- Review of current government office building configurations and space utilization based on drawings and information provided by the County.

**C. Existing Physical Plant Conditions Assessment (site visits)**

CGL's Facility Management division will conduct a thorough Facility Condition Assessment of the existing Library, and provide a report including a summary of the overall conditions of each interior and exterior building system, a narrative of the key components and equipment of each system, visual documentation/photographs of conditions, strategies to resolve key issues, and estimate of Deferred Maintenance of each system. Our consulting engineers will review this assessment and provide recommendations for improvements and assistance in determining 20 year life cycle recapitalization costs. This assessment will look at the following building systems:

- Building Envelope (Shell, walls, doors, windows, roofing)
- Structural Integrity (walls and foundations and support systems)
- Interior (Finishes, walls, flooring, ceilings, and signage)
- Mechanical Systems (HVAC, exhaust, ventilation, controls and instrumentation)
- Electrical Systems (interior exterior, distribution and lighting)
- Plumbing Systems (interior and exterior/site)
- Elevator Systems
- Life safety
- Security (perimeter detection, video, access controls if any)
- Traffic/Pedestrian Safety
- ADA
- Preventative Maintenance Status

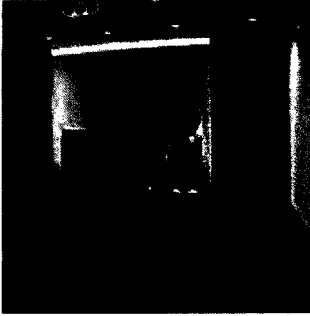
Emergency Generator .....	
Electrical .....	
HVAC .....	
Boilers .....	
Duct Systems .....	
Plumbing .....	



**D. Technology Requirements (site visits)**

In order to plan for space requirements we must understand the equipment and systems housed in existing IT equipment rooms, data centers, the GTV-3 production studio, and other equipment dense spaces. During the planning effort we identify infrastructure and connectivity needs to support voice, data, security and audiovisual. We develop space and operational requirements for the retrofitted facility. To plan for infrastructural requirements and develop a project budget we work with LFUGG personnel to identify existing, new, and 'to be transferred' equipment.





Our consultant will conduct interviews and meetings with key members of the LFUCG staff to establish, in general terms, the:

- Estimated number and size of racks needed to house equipment (current and planned)
- Estimate of square footage required to accommodate
- Ceiling height requirements
- Preferred infrastructure distribution plan: overhead and raised floor
- Requirements for security access control, video monitoring, and visual surveillance systems
- Special electrical and mechanical requirements for components in the TV production studio and Data Center (existing and new systems) i.e. servers, routers, network switches, etc.
- Emergency power needs
- Redundancy requirements

### **Task 3: Facility Space and Operational Requirements**

#### **A. User Needs Questionnaire**

We distribute a user questionnaire to solicit user input on staffing and ancillary space needs. Data to be requested through the questionnaire include:

- Departmental mission and function
- Identification of key workload and service demand indicators
- Historic staff counts and workload indicators
- Functional space relationships and adjacencies both internally and to other departments
- Current unmet space needs
- Equipment with significant impact on space needs
- Use of automation and special communication systems
- Data/record storage practices and requirements
- Relationship to general public access and visitation
- Parking needs and traffic generation characteristics
- Staff opinions about functional space problems and deficiencies

#### **B. User Interviews (site visits)**

Subsequent to receiving the completed questionnaires, we hold on-site, individual user interviews with each department. In the interview discuss the questionnaire responses, gain a better understanding of current operations, discuss desired operations, space needs and to provide a process for user input. User groups to be interviewed will be determined by the key stakeholders, but shall include at a minimum the following:

- Council Officers and Council Clerk's Officers
- Mayor's Office
- Upper Management Offices
- CAO Staff
- IT Department
- GTV-3 TV Production

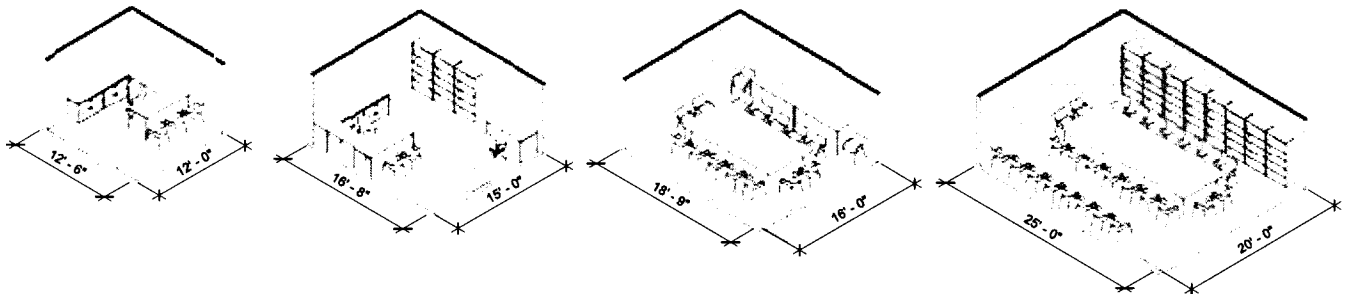
#### **C. Staffing Projections**

The current staffing levels serve as the "baseline". As an optional service we propose a staffing projections exercise to forecast 20-year staffing needs. We review historical data and consult with departmental leaders, using their input to determine future staffing needs. Discussion with departmental leaders explore how demographic projections, anticipated operational changes, legislative changes, grant-funded programs, or other "qualitative" considerations might impact future staffing needs. We recognize that the current staffing levels may not reflect the "optimal" staffing in order for LFUCG to effectively deliver mandated services to the public.

We also recognize that operational inefficiencies, incremental growth, the fractured distribution of departments and functions that occurs in the existing government center due to the lack of space, and growth in workload may create staffing inefficiencies that a new, renovated facility might rectify.

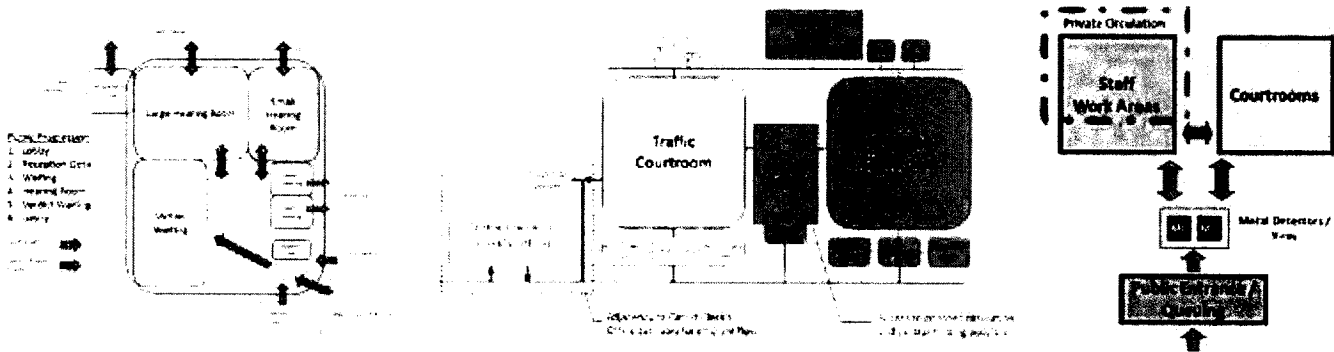
**D. Space Standards Development**

If LFUCG utilizes a set of approved space standards we incorporate and program to those requirements. If no space standards are available we work with designated LFUCG personnel to establish appropriate workspace standards for use with this retrofit analysis. Due to our experience we can provide comparative standards that reflect prudent use of government funds, yet provide adequate workspace for staff and for their support spaces, such as conference rooms, break areas, file areas, etc.



**E. Adjacency Criteria**

We develop an adjacency diagram to demonstrate the functional relationships between key functions and departments and illustrate overall adjacency requirements. The diagrams indicate which functions have a "must have" relationship, a "would be nice" relationship, and no relationship requirement(s).



**F. Operational Criteria**

The operational narratives spell out for the overall building as well as for each departmental entity, the basic nature of facility operations, organizational structure, programs, security, access and adjacency, hours of operations, and special design considerations.

**G. Space Programming**

The space program represent the core activity of the pre-design phase. Our team creates a detailed space program that adequately addresses the unique needs for LFUCG. Our space program, organized by department or functional area, incorporates grossing and departmental circulation factors which are key to budget management, which thereby minimizes "program creep" and consequent "budget creep" during the subsequent design phases. The Space Program includes:

PROGRAM SUMMARY that summarizes all departmental square footages on one page and includes departmental gross square feet (DGSF) for each department. The DGSF represents each department's need as though they are a "tenant". We provide a building grossing factor, which accounts for all primary circulation, mechanical spaces, wall thicknesses, vertical shafts, and design-specific building support spaces such as public toilets. The total DGSF is multiplied by the grossing factor to indicate total building gross square feet (BGSF) required.

DETAILED SPACE PROGRAM articulates individual rooms, staff, and ancillary spaces required for each department or major function along with their corresponding unit size and total net square feet (NSF). Once the total NSF is calculated for a group, office or department of spaces, a departmental or component grossing factor will be applied to the net area per component category to estimate the additional space needed for interior wall thickness, circulation space, file servers and technology rooms, and other non-assigned areas. This is the departmental gross square feet (DGSF).

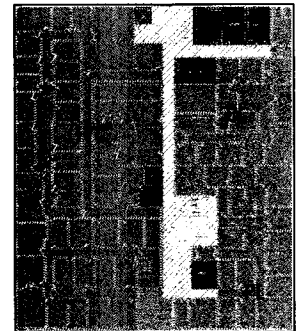
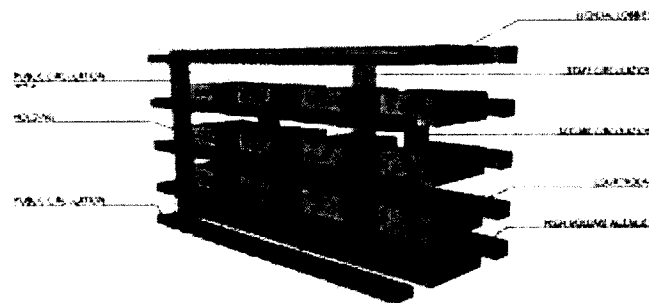
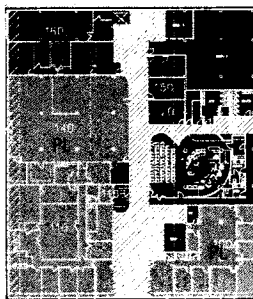
**H. Programming and Findings Review (meeting/workshop #2)**

At this point in the process we propose a workshop to review the preliminary assessment finding, and space programming and space standards efforts to serve as a check of the direction the project is heading prior to full immersion into conceptual options development. We will review the preliminary space list developed from the user interviews, and space standards development, and identify any critical assessment findings that may affect the overall progress of the project, or viability of the building.

**Task 4: Conceptual Options**

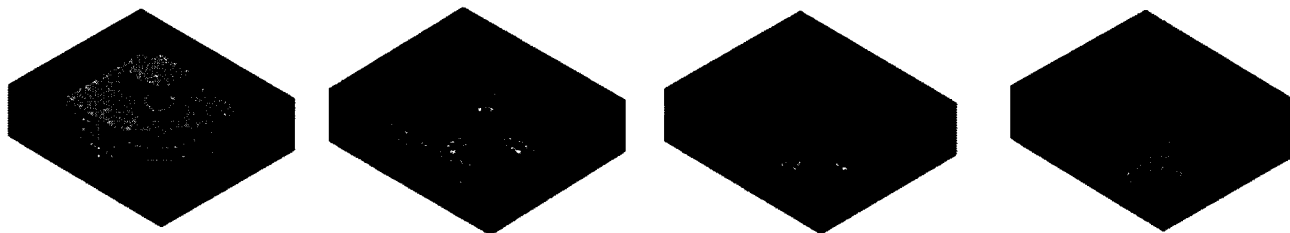
**A. Test-fit Options / Blocking and Stacking**

Develop up to 2-3 blocking and stacking options that demonstrate how to accommodate the program in the existing library. Dimensional, floor-by-floor "blocking" diagrams demonstrate approximate size and location of each department, in order "test" to the ability to accommodate the required program (these are not room-by-room layouts, but key spaces will be drawn to demonstrate adequate fit and alignment with space standards). Each options includes "key features" that evaluate how well each option to optimize adjacencies, locations, and programmed space allocations. We conduct a workshop to review the key features, pros and cons, for each blocking and stacking option. Once LFUCG selects a preferred option or options, we develop a single-line, pre-schematic layout to prove the blocking works and improve the accuracy of the cost estimate. We hold a budget workshop to review estimated costs with LFUCG representatives.



**B. Present Preliminary Concepts, Conditions Findings, and Program (meeting/workshop #3)**

CGL-RG and team will present the preliminary blocking and test-fit options, program fit options, and findings from conditions assessment. Feedback from this interactive workshop will further inform conceptual options and begin to reveal preferred option or options to refine for cost estimating task. Team will present pros and cons of each option, and seek guidance from the county to address challenges and opportunities with the existing space and building configuration.



**Task 5: Building System Narratives**

**A. Building Infrastructure and System Narratives**

We provide narratives that explain anticipated building infrastructure and system upgrades. The narratives address structural, MEP, vertical circulation, technology, security, A/V, and special considerations/assumptions accounted for in the budget estimates.

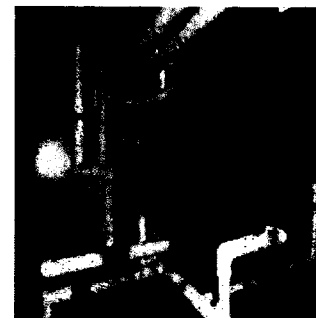
**Task 6: Conceptual Costs**

**A. Prepare Budget Estimates for Conceptual Options**

Develop a budget estimate for the preferred option or options. The budget includes estimated costs for both construction “hard costs” and project “soft costs” including FFE, escalation, LFUCG project management costs, construction delivery costs as required.



Building Envelope/Overall Site	1.00	0.00	0.00
Windows	1.00	0.00	0.00
Roof	1.00	0.00	0.00
Housing Units	1.00	0.00	0.00
Laundry	1.00	0.00	0.00
Kitchen	1.00	0.00	0.00



**B. Operational and Maintenance Cost Estimates**

Develop a 20-year operating cost and routine maintenance cost factors to assist LFUCG in evaluating the long term cost benefits of the project to the county operating budget.

**C. Develop Implementation Schedule**

Develop design and construction and owner move in schedule to project completion date.

**D. Present Final Concept and Cost (meeting/workshop #4)**

Present the preferred option or options refined and solicit final feedback from the staff. Present cost budget and final findings of study. The results of this meeting will determine the next step in developing a presentation to the council.

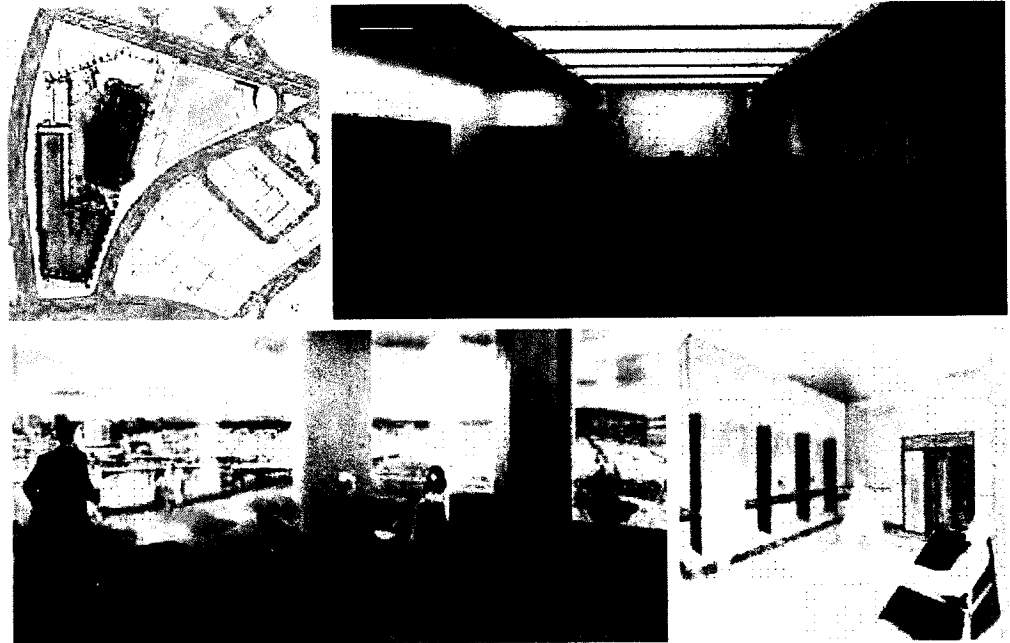
**Task 7: Reports and Final Review**

**A. Draft Report**

After achieving consensus on the preferred option, we prepare and issue a Draft Report for review and comment.

**B. Final Review and Council Presentation (meetings/workshops #5 and #6)**

Conduct a meeting/workshop to present the preferred option, to discuss review comments, and prepare for final presentation to Council. Develop presentation and promotional materials and workshop with county staff to prepare for presentation to public at council session. CGL-RG will prepare interior renderings of key public spaces, proposed new council chambers, and any exterior improvements that are recommended as part of the retrofit analysis, clear plan and section diagrams illustrating the layout and organization of the proposed retrofit, and powerpoint presentation with key features, simplified cost analysis and benefits to the county. We will also work with the county to craft a clear message to put forth the most honest assessment of the viability of this project, and the benefit to tax payers. Finally presentation to council.

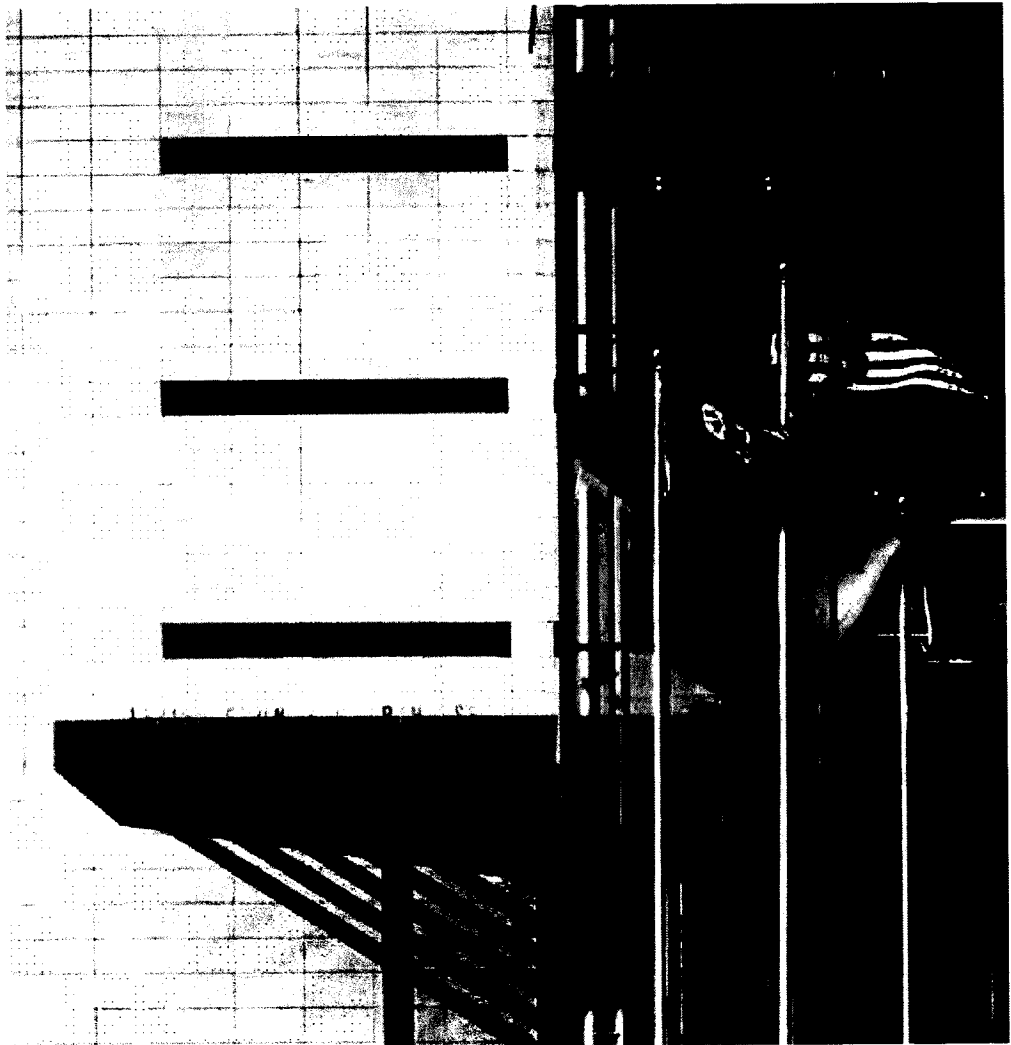


**C. Final Report**

We incorporate review comments prepare final report for submission.

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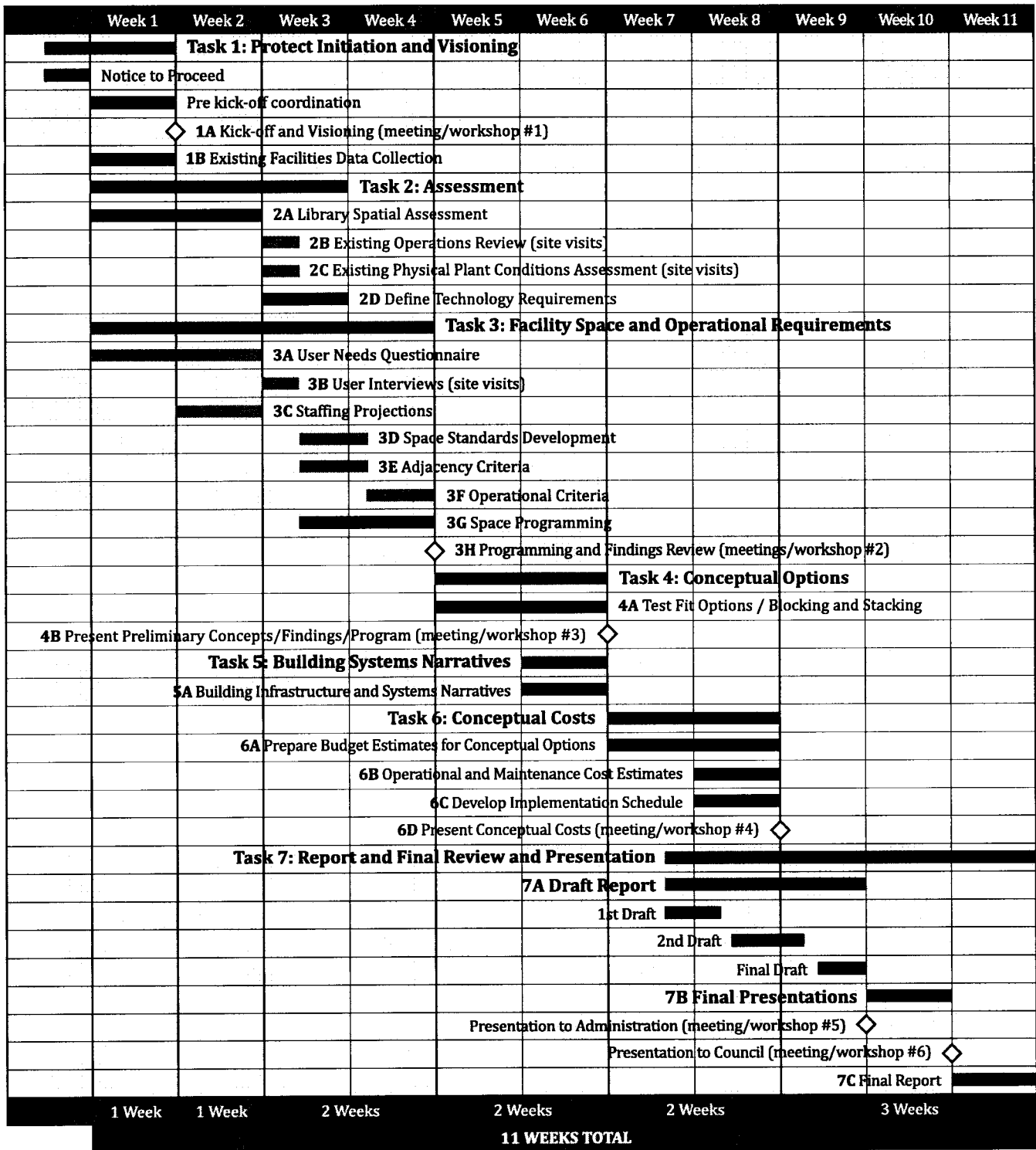
C: Schedule

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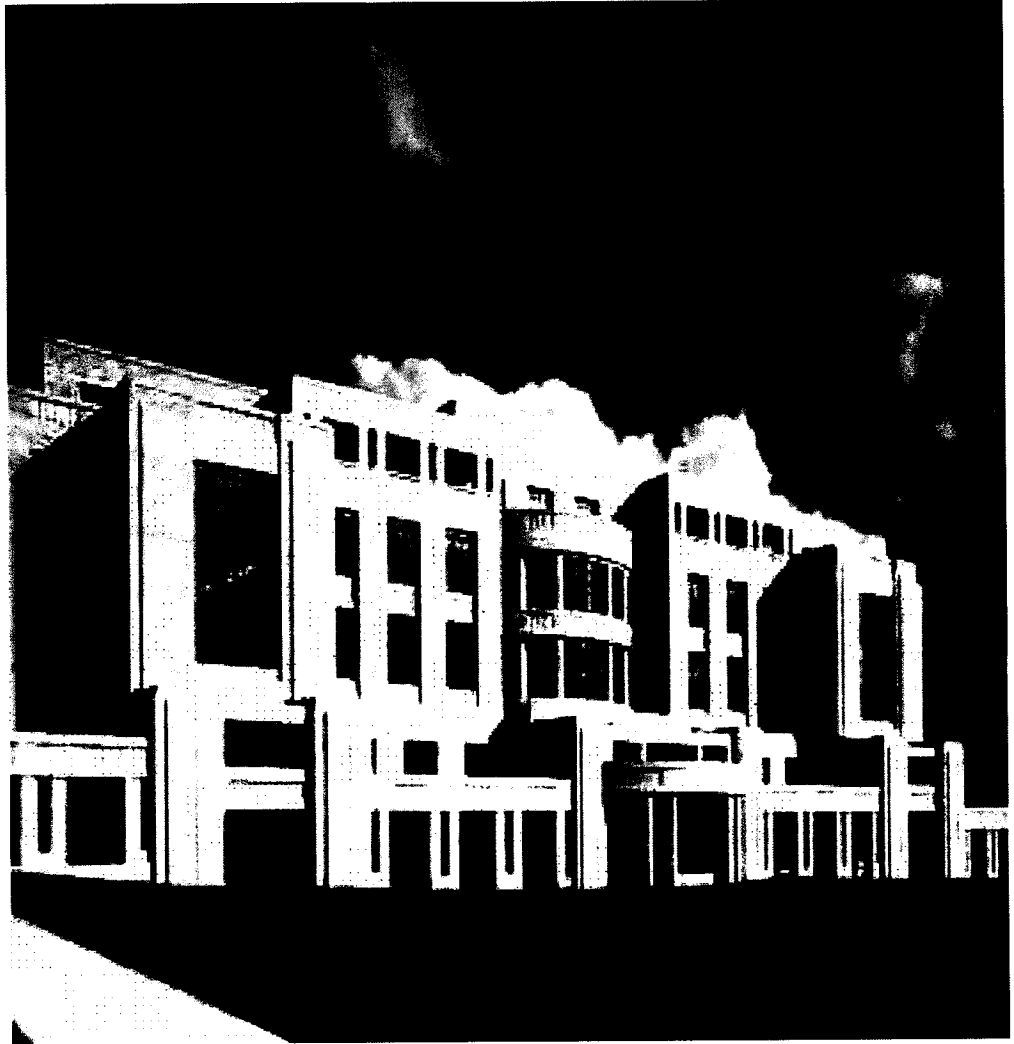
SCHEDULE



■ Supplemental Tasks Recommended by Planning Team

EXHIBIT B

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D: Cost Summary

EXHIBIT B

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## COST SUMMARY

CGL RiccGreene respectfully offers the services included in this proposal for a lump sum fee of \$280,000 (TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS).

This fee includes all tasks listed on preceding pages, and all expenses including travel for out of town consultants. The tasks proposed include the Base required tasks and recommended supplemental tasks to complete a comprehensive programming effort. Tasks identified below as supplemental services are optional and dependent on additional information made available to the design team after project award.

We have exceeded the MWDBE target of 10%. The fee percentage of MWDBE participation is 14.46% of the base services fee outlined below.

Category	sub-task	Fee
<b>Base Services</b>		
Task 1: Project Initiation and Visioning	1A, 1B	\$12,000
Task 2: Assessment	2A - 2D	\$48,500
Task 3: Facility Space and Operational Requirements	3G, 3H	\$25,000
Task 4: Conceptual Options	4A, 4B	\$45,000
Task 5: Building Systems Narratives	5A	\$28,000
Task 6: Conceptual Costs	6A - 6D	\$30,000
Task 7: Prepare Final Report & Present	7A - 7C	\$42,500
	<b>sub- Total Fee (base services)</b>	<b>\$231,000</b>
	<b>Total Expenses</b>	<b>\$10,000</b>
<b>supplemental tasks</b>		
Task 3: Facility Space and Operational Requirements	3A - 3F	<b>\$39,000</b>
	<b>Total Fee (base + exp + suppl)</b>	<b>\$280,000</b>

EXHIBIT B

CGL RicciGreene



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E: Project Team

EXHIBIT B



## PROJECT TEAM

### Introduction

CGL RicciGreene (CGL-RG) is a full-service planning and architecture firm. For CGL RicciGreene, public sector projects is all we do which means expertise runs deep within our organization. You will find our team members well versed in the operational and technical aspects of planning and design. Our experienced staff - our greatest resource - are experts.

CGL-RG is the planning and design capability within CGL. CGL's planning, design, development and finance, facility management/maintenance, and project management services offer integrated project delivery to public sector clients. CGL-RG's Design centers in New York City and Lexington, KY are complemented by planning and design leaders based in Sacramento, Columbia, SC, Miami, and Mexico City.

### Total Cost of Ownership

Unique to the CGL-RG is our in-house Facilities Management Group (FM) who provides facility maintenance services for more than 10 million square feet of public space in 54 locations. From planning through design, into construction and operations, CGL-RG is the only firm that can define, estimate and control the Total Cost of Ownership (TCO). The application of our experience in providing maintenance services to public sector facilities allow us to conduct a detail existing conditions analysis of the existing library. We know that the design of the building can drive operating cost up or down. We have conducted research in controlling short and long term costs so we can demonstrate for you the relationship between construction cost, design cost and life cycle maintenance cost.

### Our Team

#### *April Pottorff, FAIA | Principal-in-Charge*

As CGL-RG's Principal-in-Charge, April commits to helping you arrive at the building solution that supports your operational goals and mission and a new government center that is a source of civic pride. April provides team leadership, vision, and manages the allocation of resources to support your project.

#### *Joe Turley, AIA | Project Manager and Principal Contact*

As the project manager Joe will be responsible for overall coordination of schedule and consultant deliverables, and communication with LFUCG staff and administration. Joe will provide guidance and leadership to the designers and planners on our team built from his extensive experience working in Lexington with the team consultants.

#### *Ryan Critchfield, AIA | Project Architect Lead Designer*

As your lead architect and designer, Ryan will be responsible for translating the planning and building assessment findings into thoughtful and feasible spatial concepts. Ryan will direct the work of the designers who will be test-fitting the program into the existing space, and will provide leadership and experience to meet the demands of the fast paced schedule.

#### *Chloe Jaco | Principal Planner*

As principal planner Chloe will be responsible for leading the operational assessment and development of the space program and space standards. Chloe has extensive experience leading similar efforts with various city and county agencies, and has the wealth of knowledge required to provide quick alternatives and solution in the tight schedule.

### Consultant Team

Our entire team has a history of working together. CGL-RG worked with CMTA and Poage Engineers on the Robert F Stephens Courthouse here in Lexington, KY and on the Lincoln Village Youth Treatment

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and Detention Center in Elizabethtown, KY. Over the course of the last 6 years CGL-RG and SM&W have collaborated on projects around the country. Our relationship with Ellana started in 2008 and work together on virtually every project we do. We not only assembled the most qualified team, but, a team of known entities. Firms and people that we like to work with and that we trust. CGL-RG offers the following specialty consultants for your project: Civil; Structural; MEP-FP; Code; AV/IT-Security; Cost Estimating.

## elementdesign

### Civil/Landscape Design, Element Design, Inc. (WBE)

We included a civil engineer on the team to both assess the utilities services to the building, and review the site immediately surrounding the Library, and the front entrances. As we develop options it may make sense to make recommendations for improving public access. Element Design is a local Civil/Landscape firm with solid urban design experience and thorough knowledge of the local codes and ordinances. Element Design is a **certified Women's Business Enterprise (WBE)**



### Structural Engineers, Poage Engineers & Associates

Poage Engineers was the engineer of record for the original Library construction, and has a thorough knowledge of the existing systems. That knowledge and our successful working relationship on past projects makes them ideally suited to assist the design team in identifying structural challenges and solutions to conceptual design options.



### MEP-FP, CMTA Engineers

CMTA was the engineer of record for the original Library construction, and has a thorough knowledge of the existing conditions. CMTA is also strong local and regional leader in sustainability and energy efficient design. We are confident that CMTA provides the best quality consulting to address the challenges this projects faces, and define the criteria for a high performance retrofit. Mechanical and Fire Protection engineering will be a critical component on the conceptual design team as the 5-story atrium presents several HVAC zoning, Smoke Evacuation, and fire suppression challenges.



### Code/Life Safety, Code Consulting, Inc (CCI)

CCI has been our code consultant on many of our projects in the region because of their extensive knowledge of government and civic building code compliance. They are on board to assist in analysis of code implications of any changes in building use or occupancy, which could have a big impact on the estimated costs for this retrofit project.



### AV/IT-Security and Acoustics, Shen Milsom & Wilke (SM&W) (MBE)

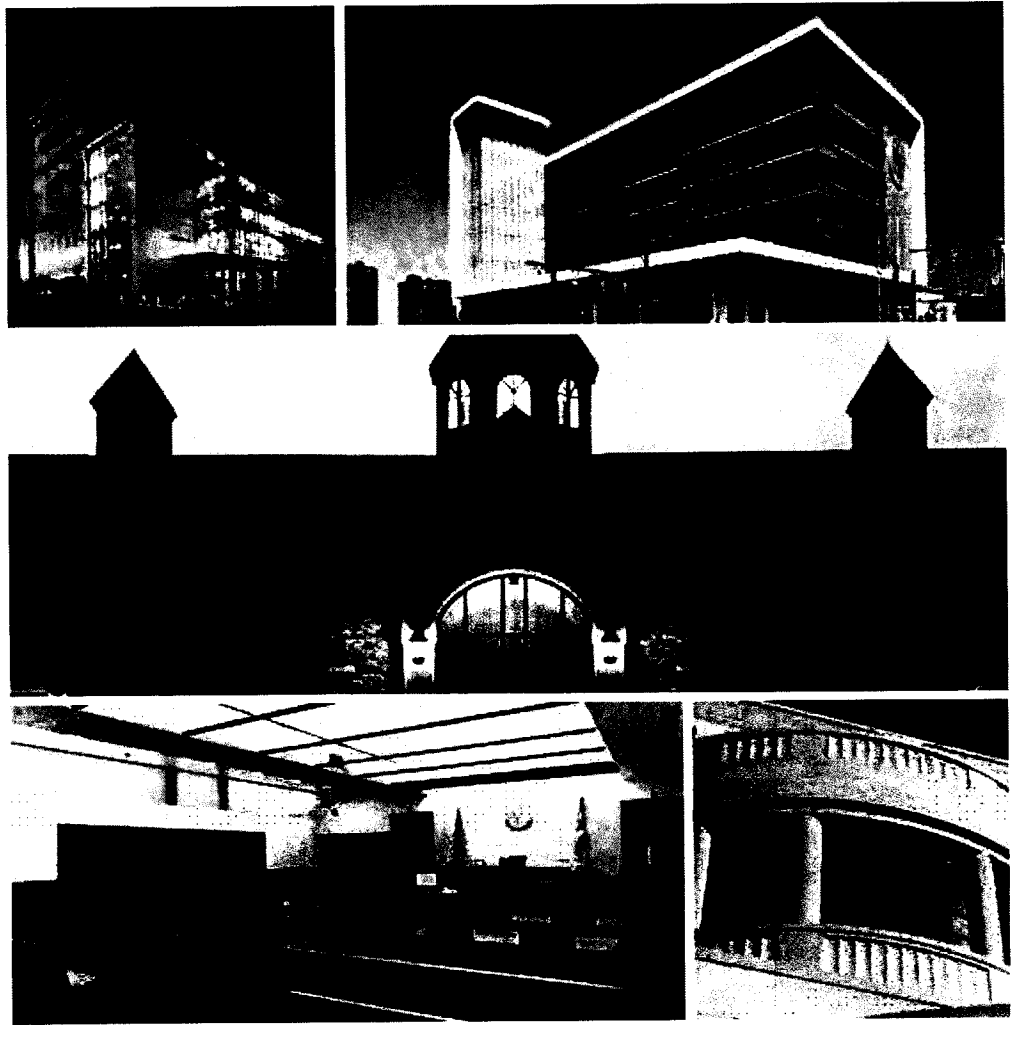
SM&W is one of the most highly respected specialty engineering consultants in the nation, and has exceptional credentials in courts and government buildings. We believe that the unique AV/IT and Acoustic requirements that the Council Chambers and GTV-3 studio components on this project represent requires the very best experience, and a national perspective on best practices. SM&W is a **certified Minority Business Enterprise (MBE)**



### Cost Estimating, Ellana Construction Consultants, Inc (Ellana) (WBE)

Ellana has been CGL-RG's go-to cost estimating consultant for study and design projects since 2008. CGL-RG proposes Ellana for Cost Estimating services because of their wide ranging experience in estimating large and small scale institutional projects. Whether it is a renovation for an historic courthouse, or a multi site high-level capital master plan, Ellana has the tools to provide the right level of detail to suit the needs of the project. Recent CGL-RG projects with Ellana on the team include Saint Mary's County Jail needs assessment, and MA Courts Capital Master Plan. In addition to their excellent credentials and relevant experience, Ellana, Inc. is a **certified Women's Business Enterprise (WBE)**. Refer to attached for additional information.

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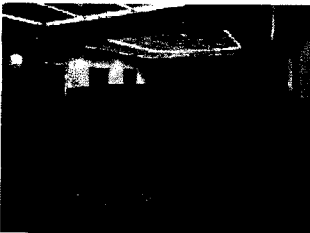
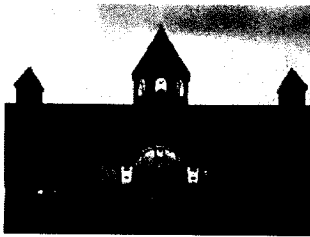


F: Relevant Experience

EXHIBIT B



RELEVANT EXPERIENCE



CGL-RG's entire practice is focused on public sector government buildings. We selected the following projects to demonstrate our diverse experience, planning capabilities, and pre-design capabilities.

We work with a number of repeat clients which is a testament to our dedication, quality and follow-through. Lexington-Fayette Urban County Government (KY), Travis County (TX), Dutchess County (NY), Merrimack County (NH), United States General Services Administration, New York State and New York City, MA Department of Capital Asset Management, MD Department of General Services are a sampling the repeat clients that we have provided planning and conceptual design services for.

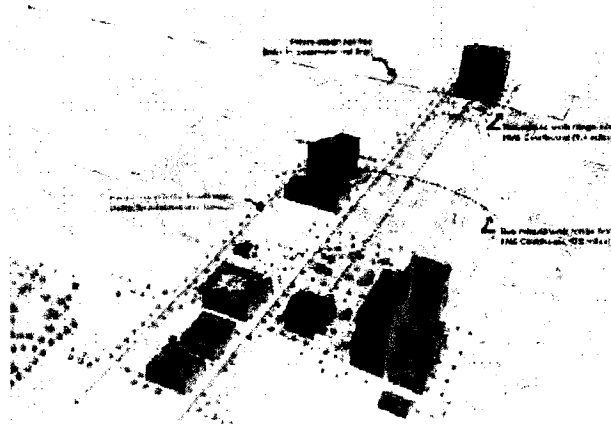
While not within the last seven years, our work for LFUCG involved the project definition and criteria design development and program management services for the Lexington Jail project, where we assembled a team of local and national engineering expertise to define the standards and space needs for the jail, and represented the city-county interests during design and construction under the Design-Build delivery method. As court planners/designers for the Fayette Circuit and District Courthouses across the street from the Library, CGL-RG developed the space program, provided space planning, and directed the technical design and detailing of the courtrooms. We look forward to continuing our successful relationship with LFUCG.

RELEVANT EXPERIENCE MATRIX

	General Government Functions	Visioning	Public Presentations	2-3 month schedule	Needs Assessment	Repurpose Existing Building Retrofit Analysis	Project Definition	Large Assembly Spaces	Conceptual Cost Estimating	Comprehensive Conditions Assessment	Conceptual Programming	Comprehensive Programming and Planning
<b>Travis County Courts and Government Master Plan</b> Austin, Texas	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓
<b>Travis County Adult Correctional System Master Plan</b> Austin, Texas	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓
<b>Louisville Metro Department of Corrections</b> Louisville, Kentucky		✓		✓	✓		✓		✓	✓	✓	
<b>Columbus Municipal Court</b> Columbus, Ohio	✓	✓			✓	✓	✓	✓	✓	✓		✓
<b>Franklin County Justice Center Master Plan</b> Chambersburg, Pennsylvania	✓	✓			✓	✓	✓	✓	✓	✓		✓
<b>Massachusetts Courts Capital Master Plan</b> Commonwealth of Massachusetts		✓			✓	✓		✓	✓	✓	✓	
<b>Massachusetts DYS Facilities Capital Master Plan</b> Commonwealth of Massachusetts		✓			✓	✓			✓	✓	✓	
<b>Saint Mary's County Detention Center</b> Leonardtown, Maryland			✓	✓	✓		✓		✓	✓		✓
<b>Forsyth County Space Utilization Study</b> Cumming, Georgia	✓	✓			✓		✓	✓	✓	✓		✓
<b>Pasco County Government Facilities Master Plan</b> Dade City, Florida	✓	✓			✓		✓	✓	✓	✓		✓
<b>Monroe County Facility Space Master Plan</b> Key West, Florida	✓	✓			✓	✓	✓	✓	✓	✓		✓

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## TRAVIS COUNTY COURTS AND GOVERNMENT CENTER MASTER PLAN & ADULT CORRECTIONAL SYSTEM NEEDS ASSESSMENT

Travis County, Texas

### SCOPE/KEY ISSUES

Large-scale campus planning  
 Extensive public input process  
 Long term staffing and space projections  
 Extensive sharing of support functions  
 Spatial re-organization of several buildings  
 New courthouse site and building options

### COMPLETION DATE

Government Center  
 2012 study phase

### Adult Corrections

2015 study phase

### PROJECT COST

Estimated: \$250 Million

### CLIENT CONTACT

Government Center  
 Belinda Powell  
 Strategic Planning Manager Travis  
 County Planning and Budget  
 314 W. 11th St  
 Austin, TX 78701  
 (512) 854-9506

### Adult Corrections

Mark Gilbert, Project Manager  
 Travis County Office of Planning and  
 Budget  
 700 Lavaca Street  
 Austin, TX 78701  
 (512) 854-1161

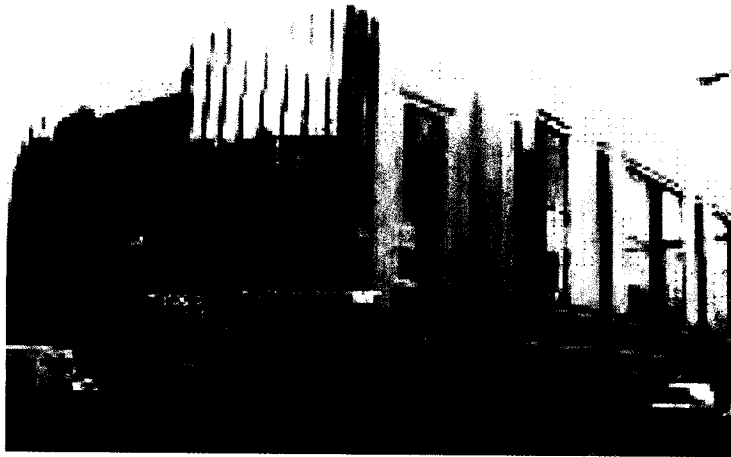
In 2010 Travis County, Texas hired CGL RicciGreene, in collaboration with Broadus Planning in Austin and Wiginton Hooker Jeffrey Architects of Dallas Travis County, to develop a long range Master Plan for all of their courts and government facilities located in the civic center district of Austin. The project developed long term space requirements and development options for the Criminal, Civil and Family courts, together with the requirements for the Commissioner's Court and other County government agencies.

CGL RicciGreene developed space standards for all court functions, and led the 25 year projections, programming and planning for approximately 1.5 million square feet for courts and government related agencies, plus Central Booking and Sheriff's inmate pre-trial holding. The project has a very complex stakeholder group and involves several existing buildings, including the Blackwell-Thurman Criminal Justice Center, the historic Herman Marion Sweatt Civil Courts building and downtown Travis County Jail. CGL RicciGreene played an instrumental role in the overall downtown campus Visioning process, and developed the conceptual planning and pre-design options for all justice facilities including a major new civil and family court facility on Republic Square across from the new Federal Courthouse. The community outreach program for the campus expansion is a critical element of the long range planning process.

Upon successful completion of the Courts and Government Center Master Plan, Travis County re-hired CGL RicciGreene through competitive proposals to complete an Adult Corrections Master Plan, and another commission currently working on a Juvenile Justice Center Master Plan. The Travis County Sheriff's Office (TCSO) operates a facility in downtown Austin for new admissions and a corrections complex in Del Valle with over 2600 beds for pre-trial and county sentenced inmates. The County commissioned CGL RicciGreene to perform a Needs Assessment of current jail operations with an eye towards improving operational efficiencies. CGL RicciGreene and its specialty sub-consultants conducted a staffing analysis, assessed inmate medical and mental health trends and needs, reviewed criminal court caseload activity, evaluated custody classification procedures, and established correctional bedspace projections for the 20-year planning horizon. Key findings and recommendations were provided for each area of study, setting the stage for long term campus development to meet future capacity and operational objectives. A critical finding of the Needs Assessment was the growing number and acuity of inmates with medical or mental health conditions requiring specialized housing currently not available on campus. At the onset of the Master Plan, a detailed capacity plan was created for accommodating these and other inmate population requirements over the next 20 years. Campus development Options were generated and reviewed in workshop setting with TCSO including repurposing, renovating, expanding or replacing existing facilities in a multi-phased construction timetable that did not disrupt the day-to-day integrity of corrections operations.

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## LOUISVILLE METRO DEPARTMENT OF CORRECTIONS

Louisville, Kentucky

### SCOPE/KEY ISSUES

Operational efficiency  
Program space  
Crowding  
Physical plant assessment  
Life cycle costs  
Conceptual planning and cost analysis for expansion

### COMPLETION DATE

JUNE 2016

### CLIENT CONTACT

Mark Bolton, Director  
Louisville Metro Department of  
Corrections  
(502) 574-2181

Louisville/Jefferson County (County) Metro Government selected CGL RicciGreene to conduct a physical plant assessment of the local jail system. The key elements of the included analysis of existing jail physical plants to determine their long-term potential for meeting system needs; multi-year recommendations to increase officer and inmate safety, provide better care for high-needs inmates, and meet operational staffing requirements; analysis of the lifespan of existing facilities and multi-year recommendations to prolong their useful life; and overview of the type/size facility that may be needed in the future to meet system needs.

The Louisville Metro Department of Corrections (LMDC) operates in three facilities in the downtown Louisville Metro area: the Main Jail at Sixth and Liberty Streets, the adjacent Hall of Justice (HOJ) on Sixth and Jefferson, and the Community Corrections Center (CCC) on Chestnut Street. The combined rated capacity of these facilities houses 1,793 offenders. The assessment evaluated the overall design and physical condition of current LMDC facilities in order to determine the potential for cost-effective improvements and/or expansion scenarios needed to meet Louisville Metro's long-term correctional needs and achieve compliance with contemporary correctional standards.

The project included a facility condition assessment to identify visually apparent deficiencies in the buildings and develop a cost basis for repair, upgrade, or replacement.

The key issues addressed in the facility condition assessment included:

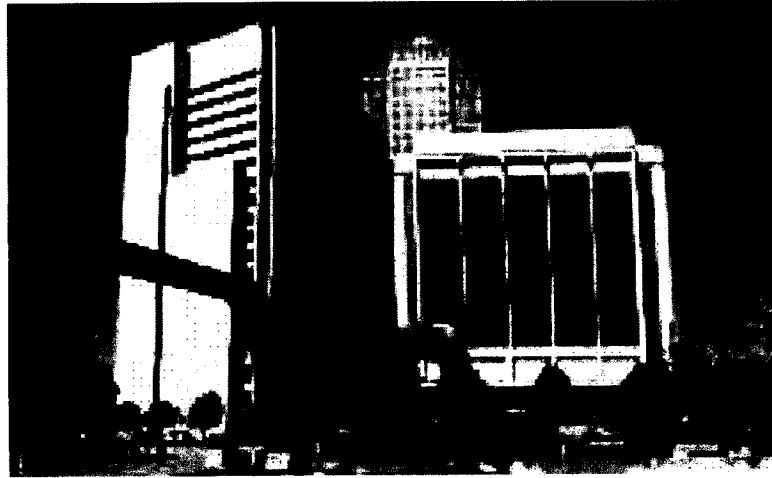
- Detailed description of the equipment and conditions found during the site visit
- Visual assessment of the interior, exterior, and site components
- Recommendations for all systems
- Strategy to resolve key issues
- A visual assessment of the interior, exterior, and site components

CGL RicciGreene analyzed the information collected during the facilities condition assessment and developed an estimate of life cycle costs, repair costs, needs for upgrades and replacements, and deferred maintenance costs. CGL RicciGreene compared the costs to corrections and detention facilities of similar size and scope to develop the final estimate for repairs, upgrades, and renovation. Major systems assessed included the substructure, shell, interiors, services, site work, and accessibility.



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## COLUMBUS MUNICIPAL COURT

Columbus, Ohio

### SCOPE/KEY ISSUES

Professional A/E Consulting Services for space study and programming  
Conceptual designs  
Master planning  
Budget development  
Project implementation phasing

### PROJECT COST

\$250,000 for professional services for Space Programming and Master Planning

### COMPLETION DATE

2011

### CLIENT CONTACT

Ann E. Kelly  
Administrator Real Estate Management  
City of Columbus, Department of Finance and Management Real Estate Management Office 90 W Broad Street, Room 425 Columbus, OH 43215  
(614) 645-5182

David Bush  
Assistant Director Asset Management  
City of Columbus, Department of Finance and Management  
90 W. Broad Street, Room 425  
Columbus, OH 43215  
(614) 645-8200

The master plan for renovating the Columbus Municipal Court has the goal of making the old building feel new, with better natural and artificial lighting, more open and flexible workspace, technology upgrades, and aesthetic enhancements that will serve to improve employee morale, and provide a more positive impression of Columbus city government and the Municipal Court system to the public. With a total of eighteen occupiable floors located in downtown Columbus, the existing building houses Municipal and Magistrate Courtrooms and Chambers, Court Administration, Municipal Court Clerk, prosecutors, elected and appointed officials, law enforcement and security staff.

Design Group and CGL RicciGreene are preparing the master plan which includes data analysis and projections, space programming, conceptual options, and a phased construction plan for an occupied building. The primary objective is to achieve a modern courthouse, in design and operation, within the existing building foot-print. Updating the court floors to provide in-custody housing, separation of circulation, technology, ADA accessibility and efficient use of space are key design components addressed in our analysis.

The comprehensive design of the Columbus Municipal Court incorporates core principles of green building

design in order to achieve a more energy efficient building. Assessing and re-aligning existing building systems, replacing the exterior windows and maximizing natural light opportunities exemplify our approach for this facility.

The master plan includes a phased implementation plan for budgeting and construction. This sets the stage for the city to funding implementation over several budget cycles as well as allows maintaining court operations during construction.

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## FRANKLIN COUNTY JUSTICE CENTER MASTER PLAN

Chambersburg, Pennsylvania

### SCOPE/KEY ISSUES

Space needs assessment Facility evaluation  
 Space standard development Options analysis  
 Master plan  
 Space programming

### PROJECT COST

Estimated: \$59 - \$65 million

### COMPLETION DATE

August 2010

### SIZE

#### Government

5 departments plus support 246,632 GSF

#### Courthouse

7 courtrooms  
 112,795 GSF

### POPULATION

County Population 149,906 (2010)

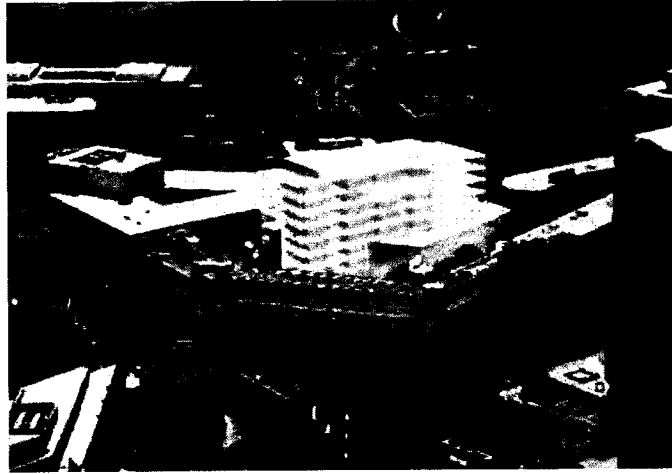
### CLIENT CONTACT

John Hart  
 County Administrator Franklin County  
 14 North Main St. Chambersburg, PA 17201  
 (717) 261-3818  
 jahart@co.franklin.pa.us

CGL RicciGreene was retained by Franklin County to prepare a 20-year master space and facilities plan for County department and offices. The County began to study space and facility needs in 2001 with a Facilities Master Plan prepared by L. Robert Kimball. Since the completion of that study, the County has constructed a new Jail and is in the process of renovating/ expanding an existing facility for a new 911/Emergency Operations Center. As a result of steady population growth, Franklin County is confronted with the need to review and update facility space allocations to adequately house and perform county government functions. Many departments and offices are operating in overcrowded conditions and there is no additional space for future service and staff growth. The County desires to develop a comprehensive plan and to avoid a "piece meal" space expansion.

In September 2009, Franklin County further retained CGL RicciGreene's services to develop an architectural program for a proposed new courthouse and develop program requirements for the re-use of existing administration.

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## MASSACHUSETTS COURTS CAPITAL MASTER PLAN & DYS FACILITIES CAPITAL MASTER PLAN

### SCOPE/KEY ISSUES

Population  
Staffing  
Caseload and bedspace projections  
Physical plant assessments  
Conceptual cost analysis  
Study of blocking and stacking  
Options for key facilities  
Develop design standards  
Prototype space programming  
Development of 20-year capital plan

### COMPLETION DATE

Courts Capital Master Plan  
2016, extended services ongoing

DYS Facilities Master Plan  
2009

### CLIENT CONTACT

Robin Luna  
Acting Deputy Director Office of  
Programming  
Division of Capital Asset Management  
and Maintenance (DCAMM)  
(617) 727-4050  
robin.luna@state.ma.us

### Commonwealth of Massachusetts

In 2008 MA Department of Capital Asset Management and Maintenance (DCAMM) contracted with CGL Riccigrone to provide facility conditions assessments, master planning, and capital planning services statewide for the Massachusetts Department of Youth Services (DYS). DYS is responsible for providing security, supervision, programming, and services to youth who have been committed by the Courts for detention or placement. The system is organized in five geographical regions which support over 20 secure residential programs in 23 facilities. Many of these facilities are in old and outmoded buildings in need of major infrastructure improvements or renovations.

The Master Plan included a complete assessment of DYS facilities and an analysis of the fit between population, program, and physical plant. The Master Plan established the roadmap for addressing facility requirements in each region, including strategic prioritization capital projects in a phased implementation plan with associated costs. The team developed population bedspace projections, conducted a complete physical and functional assessment of existing buildings; established a prototype facility for new construction; identified renovation and upgrade requirements for buildings that would remain; and generated a capital budget plan for implementation of a regionally-based system of secure facilities that reflect the mission, goals and objectives of the Department of Youth Services.

In 2014 DCAMM again hired CGL RicciGreene to provide similar services for the Massachusetts Trial Courts (MTC), to develop a comprehensive, statewide capital plan. The goal of the plan was to address the State's pressing needs and to accommodate the goals of the 2013 Courts Strategic Operational Plan to improve access to justice.

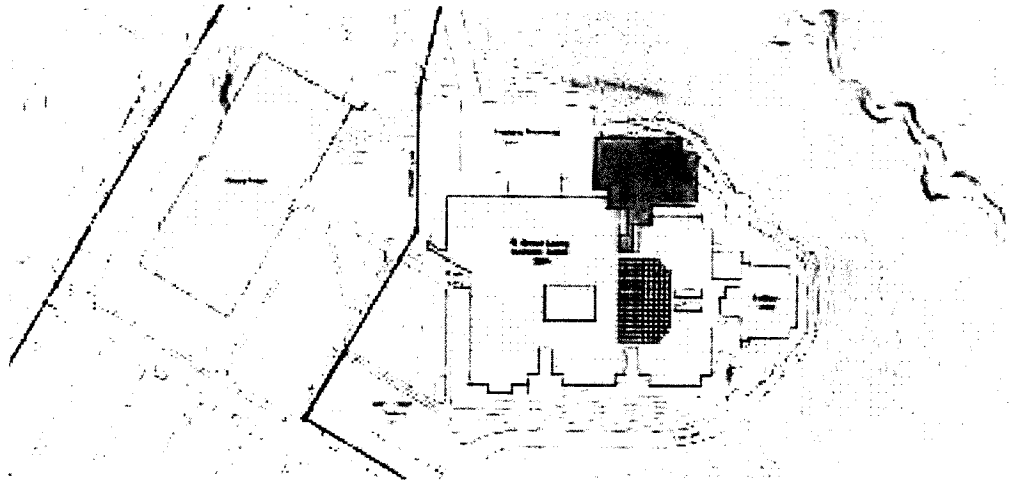
The plan addresses 101 court locations across the State and includes: a high level evaluation of existing buildings, an analysis of operational trends regarding caseload and building utilization, development of priorities, and a goal of consolidating the currently unsustainable portfolio of buildings.

The capital plan proposes a system of approximately 70 locations, with the need for renovations, expansions and construction of new court buildings over a projected 20-year timeframe. The total cost is over \$3 billion, and is phased based on priorities and anticipated funding revenues.

Additionally, the plan included the development of new courthouse design standards that reflect national best-practices, as well as the unique processes of the Massachusetts court system.

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## SAINT MARY'S COUNTY DETENTION CENTER

Leonardtown, Maryland

### SCOPE/KEY ISSUES

Existing Facilities Assessment and Inventory  
 Secure Bedspace Projections  
 Development of Options  
 Strategic Implementation Plan  
 Operational and Space Program  
 Project Budget

### PROJECT COST

Estimated: \$20 million

### COMPLETION DATE

2019 estimated

### SIZE

24,000 SF Addition Renovations  
 throughout existing 74,500 SF  
 Building

CGL RicciGreene was hired by Saint Mary's County Maryland to provide a needs assessment, program of requirements, and conceptual planning for a new Female housing unit and medical housing unit addition, and various interior systems upgrades and renovation projects as part of a Capital Improvement Plan. The existing Jail is a 128 bed male and female county jail with sentence inmates up to 18 months. The project is intended to justify needs, identify capital costs, and seek state matching funds through the Local Jails Improvement program in the state of Maryland.

The addition consists of a 10 bed medical ward and clinical medical support space, and a 64 bed female mixed classification unit. The planned addition is approximately 24,000 SF. The Female housing unit consists of a 48 bed direct supervision (six 8-bed dorm cells around a shared dayroom) medium security unit with indirect sub dayrooms for higher classifications and observation housing.

The project site constraints required a unique approach to fit the addition within available space, while maintaining appropriate adjacencies, existing site access, and avoiding steep sloping and wooded surroundings. A phasing approach is being developed to permit continuous occupation while existing

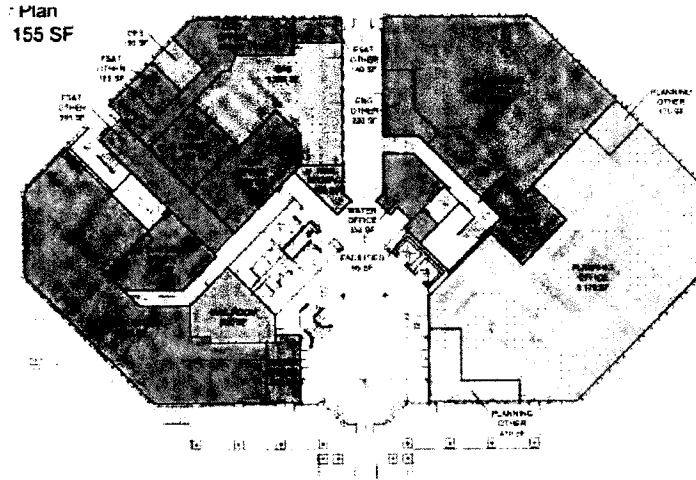
housing units receive security upgrades and the new addition is constructed to provide swing space during renovation work. CGL RicciGreene provided estimates of probable cost, and worked with local engineering consultants to perform existing facility assessment.

In NY, NC, & MD architectural services are provided through RicciGreene Architects PC.



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## FORSYTH COUNTY SPACE UTILIZATION STUDY

Cumming, Georgia

### SCOPE/KEY ISSUES

Space needs assessment Facility evaluation  
 Space standard development Options analysis  
 Master plan

### COMPLETION DATE

December 2015

### POPULATION

204,966 (2015)

### SIZE

18 departments  
 18 owned facilities  
 4 leased facilities

### CLIENT CONTACT

Doug Derrer  
 Forsyth County Manager 110 East  
 Main Street, Suite 210  
 Cumming, GA  
 dederrer@forsythco.com

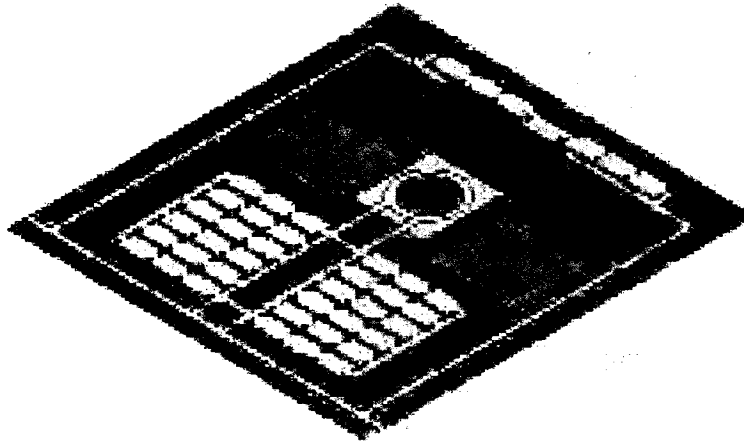
Forsyth County is located in the north central portion of Georgia and is part of the Atlanta - Sandy Springs - Roswell Metropolitan Statistical Area. The County is one of the fastest growing areas in the United States in terms of percentage growth and is a growing suburb to the Atlanta area.

CGL RicciGreene was retained by Forsyth County to prepare a 20-year master space plan for various government departments and offices located in facilities throughout the County. As a result of the crowding, the County is confronted with the need to review and update facility space allocations to adequately house and perform government functions. The County is in the forefront of growth and has to lease various buildings for staff.

A new Courthouse and Detention Center have recently been constructed to assist with meeting needs for the Court and Sheriff Detention functions. The County desires to develop a comprehensive plan and to avoid a "piece meal" space expansion plan for future operations. The scope of services consists of four phases: Needs Assessment, Facilities Evaluation, Development Options, and Space Master Plan.

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## PASCO COUNTY GOVERNMENT FACILITIES MASTER PLAN

Dade City, Florida

**SCOPE/KEY ISSUES**

Space needs assessment Facility evaluation  
Space standard development Options analysis  
Master plan

**PROJECT COST**

Estimated: \$425-589 Million

**COMPLETION DATE**

2015

**SIZE**

15 department  
129 facilities Recommended 34 projects

**POPULATION**

475,502 (2015)

**CLIENT CONTACT**

Cynthia L. Riveria  
Project Manager  
Pasco County Facilities Management  
7220 Osteen Rd.  
New Port Richey, FL 34653  
(727) 834-3292  
crivera@pascocountyfl.net

The project goal is to prepare a 20-year space utilization study for Pasco County government agencies provided space by the County based on a sound forecast methodology and space standards. To achieve this goal, the following objectives are incorporated:

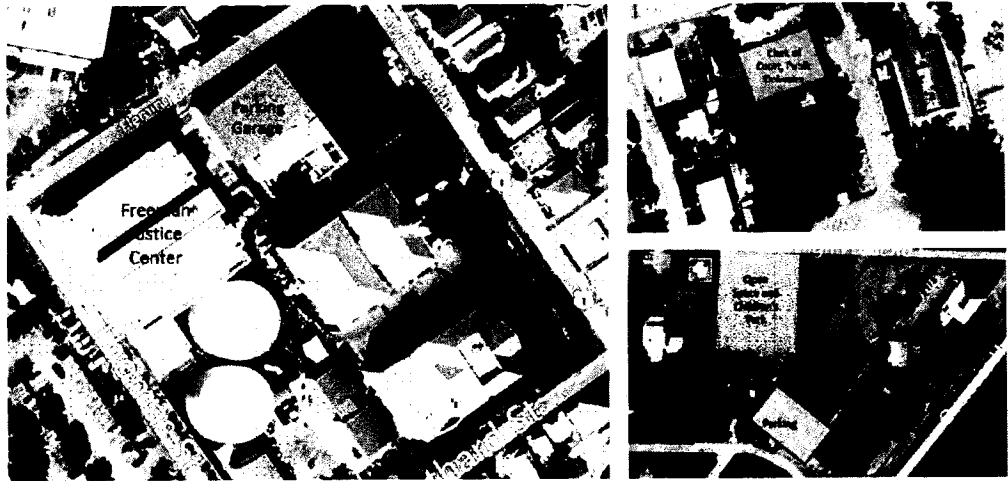
1. Retain the history and character of Pasco County
2. Address all known and existing deficiencies
3. Improve quality of work space for staff and public
4. Equity in space for functions based on standards
5. Strategic location of functions to foster communication and provide public services
6. Maximize use of owned facilities and sites
7. Develop a phased implementation plan
8. Incorporation of plan with the County's

The plan is to support the Pasco County 2013-17 Strategic Plan and vision as "Florida's Premier County" by helping to achieve the four strategic objectives: create a thriving community; enhance quality of life; stimulate economic growth; and improve organizational growth.

The "Improving Organizational Performance" goal is the link at the center that impacts quality of life,

economic growth and a thriving community. The primary objective of this goal is to "Provide the processes, procedures, and necessary resources (physical, human, and financial) to efficiently and effectively deliver services in a culture of continual improvement". The Pasco County Facilities Master Plan is specifically intended to address the physical resources that are required to effectively carry out the County's vision of being a Premier County.

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## MONROE COUNTY FACILITY SPACE MASTER PLAN

Key West, Florida

**SCOPE/KEY ISSUES**

Space needs assessment Facility evaluation  
 Space standard development Options analysis  
 Master plan

**PROJECT COST**

Estimated: \$23-28 million

**SIZE**

37 department  
 56 facilities  
 729,772 recommended square feet  
 (61,378 deficit)

**POPULATION**

74,802 (2012)

**CLIENT CONTACT**

Kevin Wilson, P.E., Division Director  
 1100 Simonton St.  
 Room 2-216  
 Key West, FL 33040  
 (305) 453-8797  
 wilson-kevin@monroecounty-fl.gov

CGL RicciGreene was retained by Monroe County to prepare a 25-year master space and facilities plan for various government departments and offices located in facilities throughout the County. As a result of the aging of owned and leased facilities, Monroe County was confronted with the need to review and update facility space allocations to adequately house and perform county government functions.

The County desire was to develop a comprehensive plan and to avoid a “piece meal” space expansion. The scope of services consisted of four phases: Needs Assessment, Facilities Evaluation, Development Options, and Master Space Plan.

The overall recommended priority listing of projects were organized in sequential order to ensure that interrelated projects are properly implemented in the most efficient and cost effective manner.

The Master Facility Space Plan provided Monroe County with a tool to update its Capital Improvement Plan. The Master Plan deliverables included: (1) identification of recommended sites/campuses for selected projects; (2) a prioritization of the selected projects (create master plan for Upper, Middle, and Lower Keys); (3) a phased implementation schedule for all projects.

EXHIBIT B



CGL RicciGreene

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**G:** Forms

# EXHIBIT B

**Affirmative Action Plan &  
Current Workforce Analysis Form**

## **AFFIRMATIVE ACTION PLAN**

### **Equal Employment Opportunity Policy**

Potential employees of CGL RicciGreene shall be recruited without regard to disability or handicap, age, race, color, creed, religion, sex or national origin. This organization maintains a complete open door employment policy. Any person who can present evidence of being qualified and able to pursue successfully the goals and objectives of the firm shall be considered for employment. It is the firm's policy that all areas of employment shall be open to individuals who can show appropriate credentials and experience without regard to disability or handicap, age, race, color, creed, sex, or national origin. Further, all activities of the firm, within and outside the organization, shall be on a non-discriminatory basis.

### **Advertisement**

It is the policy of the firm's officers that this equal opportunity policy statement be made known to all present employees and all potential employees. A signed equal opportunity policy is displayed in a conspicuous location in the firm's office. All employment advertisements shall be placed in newspapers of general circulation and shall state that the firm is an "Equal Opportunity Employer."

### **Equal Employment Opportunity Coordinator**

The Secretary/Treasurer of the firm coordinates and directs all of the firm's equal opportunity efforts. Further, to assure non-discriminatory hiring, the Equal Employment Opportunity Coordinator shall periodically review the performance of the firm's officers in hiring employees. The Coordinator is familiar with the equal employment policy of the firm and shall not discriminate because of disability or handicap, age, race, color, creed, religion, sex, or national origin in hiring.

### **Coordinator Duties**

The duties of the Equal Employment Opportunity Coordinator shall include, but not be limited to, the following:

1. To be responsible for the development, implementation, and maintenance of procedures in accordance with the Equal Opportunity Policy;
2. To conduct periodic reviews of personnel action to insure that the firm's policy on Equal Opportunity is being adhered to;
3. To determine if there are any observable discriminatory practices in any of the firm's activities;
4. To report to the officers of the firm any violation of the policy described in this Affirmative Action Plan; and
5. To receive any grievance having to do with a civil rights complaint and forward it through the proper channels.

**Recruiting Policies**

Recruiting practices of CGL RicciGreene are non-discriminatory and offer equal opportunities to all eligible and qualified applicants. Thus, recruiting policies of the firm include maintaining contact with the area technical education centers and state colleges and universities in the firm's efforts to keep all recruitment sources informed of any vacancies.

**Minority Training Programs**

Although the firm does not generally participate in educational programs, minority as well as non-minority employees shall be encouraged to increase their skills to improve their opportunity for advancement. Self-improvement shall be a factor to be considered for reward by promotion as positions become available. Further, the firm shall participate in training programs to assist minority employees to become qualified for advancement, or prospective minority employees to secure positions with the firm, if the employee or prospective employee demonstrates adequate potential.

**Assuring Non-Discriminatory Pay, Compensation, and Working Conditions**

Rates of pay and fringe benefits shall be examined periodically on the basis of duties, responsibilities, and performance without discrimination.

By virtue of the Equal Employment Opportunity Policy and the above evidence and statement of practices of CGL RicciGreene with regard to non-discriminatory principles, it may be further stated that the firm operates under an Affirmative Action Plan.

**WORKFORCE ANALYSIS FORM**

Name of Organization: CGL RicciGreene

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
<b>Administrators</b>	5	1	3		1											1	4
<b>Professionals</b>	26	11	9	2	2	1			1							14	12
<b>Superintendents</b>	16	14	2													14	2
<b>Supervisors</b>	7	5	1							1						5	2
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective Service</b>																	
<b>Para-Professionals</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>	1				1												1
<b>Service/Maintenance</b>																	
<b>Total:</b>	55															34	21

Prepared by: April Pottorff  
(Name and Title)

Date: 08 / 23 / 2016  
Revised 2015-Dec-15

**Affidavit**

EXHIBIT B



**AFFIDAVIT**

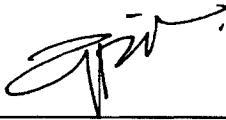
Comes the Affiant, April D. Pottorff, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is April D. Pottorff and he/she is the individual submitting the proposal or is the authorized representative of CGL RicciGreene, 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.

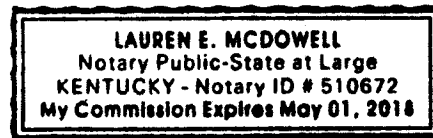


STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lauren E. McDowell on this the 29th day of August, 2016.

My Commission expires: May 1, 2018



NOTARY PUBLIC, STATE AT LARGE

# Equal Opportunity Agreement

### EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

- 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.

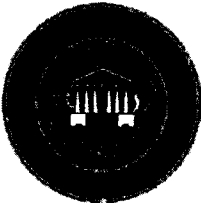
Bidders

*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

CGL RicciGreene  
 \_\_\_\_\_  
 Name of Business

# MWDBE Participation Forms



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 27-2016**

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. Ellana inc.	Cost Consultant	\$15,000	6.4%
2. Shen Milsom & Wilke	AVIT/ Security and Acoustics Design Consultant	\$12,000	5.1%
3. Element Design	Site/Civil Consultant	\$6,400	2.7%
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.

CGL RicciGreene

Company

08/29/2016

Date

April D. Pottorff

Company Representative

Principal

Title



THIS CERTIFIES THAT

# Shen Milsom & Wilke

\* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): **541690; 541618; 541330**

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/18/2015

Issued Date

NY04141

Certificate Number

*Joset Wright-Lacy*

Joset B. Wright-Lacy

*Terrence Clark*

Terrence Clark, President & CEO

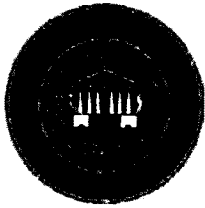
12/31/2016

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 27-2016**

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

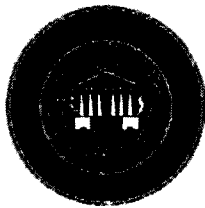
SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

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.

CGL RicciGreene  
 Company  
08/29/2016  
 Date

April D. Pottorff  
 Company Representative  
Principal  
 Title





**MWDBE QUOTE SUMMARY FORM**  
**Bid/RFP/Quote Reference # 27-2016**

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

Company Name <b>CGL RicciGreene</b>	Contact Person <b>April Pottorff</b>
Address/Phone/Email 212 N. Upper St., Ste 130 Lexington, KY 40507 859-254-5050/apottorff@cglcompanies.com	Bid Package / Bid Date <b>08/30/2016</b>

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
Ellana Construction Consultants 32 Broadway, 8th Floor • New York, NY 10004	Ella Berezniisky	212-971-0936 eberezniisky@ellana.net	8/08/2016	cost estimating	phone	\$15,000	Female	
SM & W 1220 N Fillmore St. Suite 360 Arlington, VA 22201	Robyn W. Hamilton	703-243-6301 rhamilton@smwllc.com	8/08/2016	AVIT/Sec/ Acoustics Engineering	phone	\$12,000	Female AS	
Element Design 400 Old Vine St #206, Lexington, KY 40507	Ramona Fry	859-389-6533 ramona@element-site.com	8/08/2016	Civil and Landscape Engineering	phone	\$6,400	Female	

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

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

**CGL RicciGreene**  
 \_\_\_\_\_  
 Company

**08/29/2016**  
 \_\_\_\_\_  
 Date

**April D. Pottorff**  
 \_\_\_\_\_  
 Company Representative

**Principal**  
 \_\_\_\_\_  
 Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote # 27-2016**

**Total Contract Amount Awarded to Prime Contractor for this Project \$241,000.00 base + 39,000 supplemental**

<b>Project Name/ Contract #</b> Lexington Central Library Reuse Retrofit Analysis Consulting Services	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b> CGL RicciGreene	<b>Address:</b> 212 N. Upper St., Ste 130, Lexington, KY 40507
<b>Federal Tax ID:</b> 57-1010768	<b>Contact Person:</b> April Pottorff

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
Ellana Construction Consultants 32 Broadway, 8th Floor • New York, NY 10004	Cost Consultant	\$15,000	6.49%				
SM & W 1220 N Fillmore St. Suite 360 Arlington, VA 22201	AVIT / Security/ Acoustics Design Consultant	\$12,000	5.19%				
Element Design 400 Old Vine St #206, Lexington, KY 40507	Site/Civil Consultant	\$6,400	2.77%				

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.

CGL RicciGreene

Company

08/29/2016

Date

April D. Pottorff

Company Representative

Principal

Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 27-2016**

---

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

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not

less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

**X** \_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

**X**   Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

CGL RicciGreene  
Company

08/29/2016  
Date

April D. Pottorff  
Company Representative

Principal  
Title

EXHIBIT B

## General Provisions

**GENERAL PROVISIONS**

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

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

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



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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



\_\_\_\_\_  
Signature

08/29/2016

\_\_\_\_\_  
Date

EXHIBIT B

# Insurance Certificate



CGL RicciGreene



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H: Appendix: Project Team Resumes

EXHIBIT B





## APRIL POTTORFF, FAIA NCARB

*Principal in Charge*

### Education

*Masters of Urban Planning  
in Urban Design, Graduate School of  
Planning, City College of New York,  
1992*

### Length of Service

*21 years with CGL-RG  
22 years in the industry*

*Bachelor of Architecture University of  
Kansas, School of Architecture & Urban  
Design Lawrence, Kansas, 1991*

### Registration

*Registered Architect, KY*

### Professional

*Franklin County Court of Common Pleas  
Columbus, OH Selected for Publication,  
Justice Facility Review 2013, AIA/AAJ*

*Mayor's Task Force for Downtown  
Revitalization, Sub-Committee Chair,  
Design Guidelines 2000; Lexington-  
Fayette Urban County Government*

*Communication Chair, AIA Academy  
of Architecture for Justice, 2010, 2011,  
2012, 2013, 2014*

*Correctional News Summit, 2013*

*Board of Directors, Lansdowne  
Neighborhood Association, 2011-2012;  
Corresponding Secretary, 2012*

Ms. Pottorff joined CGL RicciGreene in 1993, and has directed the work of the Lexington, KY office since 1999. Ms. Pottorff's entire career has focused on the planning and design of public sector buildings with a special focus on justice facilities. Her experience public sector work and process, her ability to synthesize tenant input and her technical expertise makes Ms. Pottorff a well-known specialist in the planning and design of justice facilities.

Ms. Pottorff's knowledge in justice facility design, renovation and new construction is a result of her diverse experience with the various phases of public sector projects: feasibility studies, programming, space utilization, pre-design alternatives, design, construction documents, and construction administration.

Ms. Pottorff's project experience includes Lexington's Robert F. Stephen Courthouses and the Lexington-Fayette Detention Center.

Ms. Pottorff has a reputation for well thought-out, technically sound, on-time and on-budget projects that enjoy the support of both users and owners.

### RELEVANT WORK EXPERIENCE

Lexington-Fayette County Courthouses, Lexington Kentucky  
Lexington-Fayette Adult Detention Center  
Franklin County Court of Common Pleas, Columbus, OH  
City of Columbus Municipal Courthouse Master Plan, Columbus, OH  
Calhoun Building: South Carolina, Court of Appeals, Columbia, SC  
Robert F Stephens Circuit and District Courthouse, Lexington, KY  
Nathaniel R. Jones Federal Building and U.S. Courthouse Master Plan, Norfolk, VA  
Walter E. Hoffman Federal Building and U.S. Courthouse, Youngstown, OH  
Richard B. Russell Federal Building and U.S. Courthouse, Atlanta, GA  
Max Rosenn U.S. Courthouse, Wilkes-Barre, PA  
William J. Nealon Federal Building and U.S. Courthouse, Scranton, PA  
State of Connecticut Superior Courthouse, Waterbury, CT  
Federal Building and U.S. Courthouse, Nashville, TN  
Tuscaloosa Federal Building and U.S. Courthouse, Tuscaloosa, AL  
Manhattan Courts Master Plan, New York, NY  
Hardin County Juvenile Facility, Elizabethtown KY

CGL RicciGreene



CGLRICCIGREENE

## CHLOE JACO, AICP, LEED AP BD+C

*Senior Vice President, Principal Planner*

### Education

Bachelor of Science in finance and  
Insurance (Magna Cum Laude)  
University of South Carolina

### Length of Service

18 years with CGL-RG  
23 years in the industry

### Registration

LEED AP BD+C Accredited  
American Institute of Certified Planners

### Professional

American Planning Association  
American Correctional Association  
U.S. Green Building Council

Chloe Jaco is a Senior Vice President with CGL RicciGreene. Ms. Jaco specializes in criminal justice system and government facilities master planning. Ms. Jaco's experience with complex government planning projects highlight her capability to organize existing information across numerous departments, prioritize future direction and build consensus amongst decision-makers gain implementation.

Ms. Jaco manages all resources on each project assignment to ensure that the deliverables meet expectations. She provides consistent clear communication with the client and project team members to ensure that the final product reflects obtainable and realistic solutions. Her involvement with these projects is from initiation to final acceptance.

### RELEVANT WORK EXPERIENCE

Government and Justice Facilities Space Planning Update - Benton County, OR  
Government and Justice Facility Master Plan - Berkeley County, SC  
Municipal Facilities Master Plan - Billings, MN  
Government and Justice Master Plan - Butte County, CA  
Government Facilities Master Plan - Canyon County, ID  
Law and Justice Center Space Study - Clark County, WA  
Government and Justice Facilities Master Plan - Dallas County, IA  
Judicial Center Master Plan - Dakota County, MN  
Government Facilities Master Plan - Durham County, NC  
Government and Justice Facilities Master Plan - El Dorado County, CA  
Government and Justice Facilities Master Space Plan - Eustis, FL  
Government and Justice Facilities Master Space Plan - Franklin County, PA  
Government Facilities Master Plan - Forsyth County, GA  
Government and Justice Facilities Master Plan - Gallatin County, MN  
Government and Justice Facilities Master Plan - Hernando County, FL  
Government and Justice Facilities Master Plan - Lake County, FL  
Government and Justice Facilities Master Plan - Monroe County, FL  
Government and Justice Facilities Master Plan - Newberry County, SC  
Justice Facilities Master Plan - Ocean County, NJ  
County Office Building Program, Okaloosa County, FL  
Government and Justice Facilities Master Plan - Osceola County, FL  
Government and Justice Facilities Master Plan - Pasco County, FL  
Government and Justice Facilities Space Study - Richland County, SC  
Long-Range Facilities Master Plan - Sunnyvale, CA  
Courthouse and Office Building Re-use Study - Wake County, NC  
Government and Justice Facilities Master Space Plan - Will County, IL

CGL RicciGreene

CGLRICCIGREENE



## RYAN CRITCHFIELD, AIA

*Vice President, Project Architect*

### Education

*Bachelor of Architecture  
University of Cincinnati,  
College of Design Arts Architecture and  
Planning, Cincinnati, OH, 2000*

### Length of Service

*14 Years CGL-RG  
17 Years in Industry*

### Registration

*Architecture: Rhode Island, Missouri,  
Massachusetts, Georgia, Kentucky  
NCARB Certified*

### Professional

*Jury Chair, AIA Academy of  
Architecture for Justice, Justice Facilities  
Review, 2011*

*Chair, AIA Rhode Island Emerging  
Professional Committee, 2007*

*Steering Committee, Kentucky  
Organizing Group – US Green Building  
Council*

### Presentations

*Panelist, "Imagining a New Potential  
for Juvenile Facilities" AIA, Academy  
of Architecture for Justice Annual  
Conference, Miami FL, 2015*

*Co-Moderator/Panelist, "Transforming  
Juvenile Corrections: Dignity,  
Community, Sustainability" AIA,  
Academy of Architecture for Justice  
Annual Conference, Boston, MA, 2010*

Involved in all phases of the planning and design process, Mr. Critchfield serves a crucial role at CGL RicciGreene. He has been instrumental as a design and project leader for planning, design and construction of courthouses and adult and juvenile corrections projects. Sensitive to the complexities of courts and government facility designs, he is experienced in understanding operational issues and principles that guide the design, selection of systems and materials, and detailing. In addition to his keen awareness of the role of operational philosophy in design solutions, he is versed in code and regulatory parameters that govern life safety and security in justice facilities.

Ryan served as Lead Architect on the Travis County Central Campus Masterplan (phase 2), and St Mary's County Jail; Project Manager and Lead Architect for MA Courts and Department of Youth Services Masterplans, Bennington Courthouse and State Office Building, and Androscoggin County Building

### RELEVANT WORK EXPERIENCE

Massachusetts Dept. of Youth Services Statewide Facilities Master Plan, MA  
Massachusetts Courts Capital Master Plan, MA  
Travis County Central Government Campus Master Plan, Travis County, TX  
Saint Mary's County Jail Needs Assessment and Concept Design, Leonardtown, MD  
Androscoggin County Government Building Needs Assessment, Auburn ME  
Bennington Courthouse and State Office Building, Bennington VT  
Cheltenham Youth Detention Facility, Cheltenham MD  
Rhode Island Youth Assessment Facility, Cranston, RI  
Rhode Island Youth Development Facility, Cranston, RI  
Hardin County Juvenile Facility, Elizabethtown, KY  
Bridgeport Juvenile Court and Detention Facility, Bridgeport, CT  
Van Cise-Simonet Detention Center, Denver, CO  
Montgomery County Criminal Justice Complex, Rockville, MD  
Franklin County Court of Common Pleas, Columbus, OH  
Tuscaloosa Federal Courthouse and Office Building, Tuscaloosa, AL  
Nashville Federal Courthouse and Office Building, Nashville, TN  
Richard B. Russell U.S. Courthouse, Atlanta, GA  
Pinellas County Jail Campus Infrastructure and Security Upgrade, Clearwater FL

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## JOE TURLEY, AIA, NCARB, LEED AP

*Project Manager*

### Education

*University of Kentucky, Bachelor of Architecture, 1977*

### Length of Service

*10 months with CGL-RG  
39 years in the industry*

### Registration

*Registered Architect, KY  
LEED 2.1 Accredited Professional*

### Professional

*Kentucky Society of Architects*

*AIA East Kentucky Chapter, Past President*

*St. Peter Facilities Committee*

*Ronald McDonald Facilities Committee*

Joe is a lifelong resident of central Kentucky and a 1977 graduate of the University of Kentucky College of Architecture. As a former partner of GBBN Architects, his career focus has been on architecture, site development and construction. He has accumulated considerable experience in the design of educational, workplace, institutional, and municipal facilities.

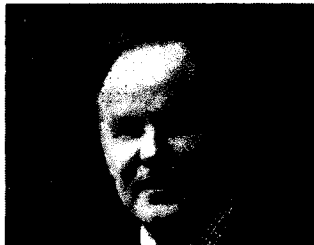
As a LEED Accredited Professional, Joe works with clients throughout Central Kentucky to help them achieve their vision for environmentally responsible architecture, whether it's new construction or buildings given a new life through rehabilitation. Joe has worked with Berea College to renovate numerous historic structures on the campus, incorporating the college's stringent sustainable design principals, as well as the green design guidelines of the USGBC. Additionally, he has completed with Fayette County Public Schools the design and construct of one of the most energy efficient and sustainable buildings in the FCPS system.

## RELEVANT WORK EXPERIENCE

St. Mary's County Jail, Leonardtown, MD  
 Ballard County Courthouse Renovation, Wickliffe, KY  
 Floyd County Justice Center, Prestonsburg, KY  
 Edmonson County Courthouse Renovation, Edmonson, KY  
 Warren Wright Plaza Renovation, Lexington, KY  
 Cralle Student Center at Georgetown College, Georgetown, KY  
 Berea College: Appalachian Center Renovation & Photovoltaic Panel Installation,  
 Child Development Laboratory, Annex/Talcott Hall Renovation - Phase II,  
 Blue Ridge Systems Upgrade, Elizabeth Rogers Residence Hall, James Hall  
 Renovation, Kentucky Hall Renovation - Phase I, Pearsons Hall Renovation,  
 Visitor Center/Public Relations Offices.  
 University of Kentucky: Emergency Department Renovations, University  
 of Kentucky Hospital, Pence Hall Renovation, Koinonia House Renovation,  
 Kentucky Clinic Addition, Kentucky Clinic - South Offices, Lexington Clinic.  
 Fayette County Public Schools: New Wellington Elementary School, Tates Creek  
 E1 Renovation.  
 University of Louisville: Louisville Downtown Arena Feasibility Study.  
 Kentucky Horse Park: Indoor Equestrian Event/Arena, Outdoor Stadium  
 Feasibility Study.  
 St. Claire Medical Center: Cancer Treatment Center  
 TJ Samson Community Hospital: Pediatric Wing

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**TED PERRY, LEED AP O+M**

*Project Manager*

**Education**

*Master Business Administration, Facilities Management, Mercer University  
Bachelor of Science Business Administration, Mercer University*

**Length of Service**

*5 years with CGL-RG  
29 years in the industry*

**Registration**

*Georgia Unrestricted Master Plumber License*

*Alabama Unrestricted Master Plumber License*

*State of Georgia HVAC License, Gas Piping Certified*

*Georgia General Contractor License  
Universal EPA Certification*

*Commercial Drivers License*

*Soil Erosion Certification*

*CPO licensed and certified*

*Licensed EMT*

Mr. Perry is currently a Regional Operations Manager for CGL RicciGreene, acting as the direct liaison to many of CGL RicciGreene's client agencies.

Mr. Perry's primary responsibilities include managing client satisfaction through direct client contact, resolving technical problems using known solutions, and analyzing technology trends, human resources needs, and market demand to meet client needs.

Mr. Perry is responsible for the operation, budgeting, cost management, customer service, and quality of service for more than 5 million square feet of local and state facilities across Georgia. Mr. Perry performs technical services, conditions and needs assessment, and quality inspections for CGL RicciGreene's clients around the world.

Mr. Perry has a long history working in public facilities. Prior to joining CGL RicciGreene, he worked for the City of Macon managing facilities and construction projects. He has experience working with maintenance personnel, subcontractors, architects, construction contractors, and government agencies.

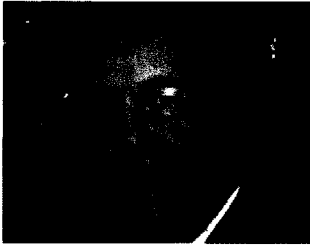
Mr. Perry has help transition facilities to contracted maintenance services in Hawaii, California, Arizona, Georgia, and Mexico.

**RELEVANT WORK EXPERIENCE**

- Georgia Statewide Facility Maintenance Contract
- Georgia Institute of Technology Housing
- Georgia Department of Juvenile Justice
- Dekalb County, GA Jail
- Clayton County, GA Harold R. Banke Justice Center
- Georgia Dept. of Family & Children Services
- Forsyth County (GA) Jail and Courthouse
- Georgia Bureau of Investigation

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## STEPHEN PAUL GAZAWAY, LEED AP O+M

*Physical Assessment Leader*

### Education

High School Diploma / College Park/  
Woodward Academy, 1974  
Bachelor of Business Administration,  
University of Georgia, 1980

### Length of Service

8 years with CGL-RG  
36 years in the industry

### Registration

Electrical Contracting Class II non-  
restricted license for Georgia since 1980

International Association of Electrical  
Inspectors associate since 1999

National Fire Protection Association  
associate certificate since 1990

Illuminating Engineering Society of North  
America (IES) certificate of Completion  
for Photometric Measurements of Area  
and Sports Lighting

Electrical, continuing education credits,  
400+ hours since 1990

Wildlife Recourses Division, Hunter Safety  
Instructor since 1995

Clayton State College courses on  
Electrical & Mechanical residential and  
commercial Inspector / Plan Review

ICC Certifications in residential and  
commercial Building / Electrical /  
Mechanical / Fire

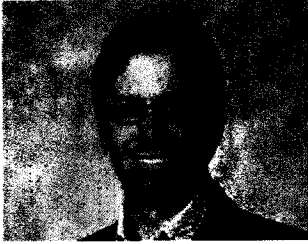
LEED AP O+M

OSHA 30

NFPA 70E Certificate

Responsible for the ongoing operation of Department of Juvenile Justice Correctional Facilities, Georgia Bureau of Investigation Crime Labs & GADOC. Perform Facility Assessments including security and operational reporting. Responsible for 30+ Full Time staff, Assist with Statewide Contracts & Administration. Responsible for client relation, Implementation/Start-up & Documentation of activity on CMMS (Computerized Maintenance Management System), Safety Program Director, Equipment Life Cycle and Property Condition Assessment Reports. Project Management of Deferred Maintenance Projects

CGL RicciGreene



## TERRY SCHULTZ, PE

*President | Principal – Code Consultation Group*

### Education

*University of Maryland  
College Park, MD  
Bachelor of Science  
Fire Protection Engineering*

### Length of Service

*20 years with CCI  
20 years in the industry*

### Registration

*Professional Engineer – Fire Protection  
Missouri PE 2004000841  
Plus Arkansas, California, Illinois, Indiana,  
Iowa, Kansas, Michigan, Nebraska,  
New York*

### Professional

*American Society of Healthcare  
Engineering (ASHE)*

*Association for Healthcare  
Accreditation Professionals (AHAP)*

*National Fire Protection Association  
(NFPA)*

*NFPA Technical Committee on:*

- *Board & Care*
- *Detention & Correctional*
- *Mercantile & Business*
- *Health Care*

*Society of Fire Protection Engineers  
(SFPE) - Professional Member*

Terry Schultz joined CCI in 1996 and as of 2015 is the CCI President. Roles include managing key firm initiatives, growing the firm, client relationships, and active participation in projects.

Terry serves as a Principal-in-charge of the code consultation division. Primary responsibilities for fire protection and life safety consultation services include:

- All facets of project management, client relations, contract administration, and quality control.
- Life Safety Assessment (LSA) Surveys
- Development of fire protection and life safety concepts used in the design of construction projects for both new and existing facilities.
- Engineering evaluations of performance-based design alternatives.
- Developing reports documenting building code requirements and fire protections concepts for presentation to building and fire officials, and for use by the project design team.
- Performing plan reviews of construction documents.
- Participating in testing and commissioning of building fire protection and life safety systems.

### RELEVANT WORK EXPERIENCE

Terry has experience in providing fire protection and life safety consultation services for hundreds of projects:

Blanchfield Army Community Hospital W912DY-10-D-0001, Fort Campbell, KY  
Humana Data Center and Executive Office Renovation, Louisville, KY  
Mall at St. Matthews, Louisville, KY  
Owensboro Medical Health System, Owensboro, KY  
Oxbow Fertilizer Storage, Louisville, KY  
Rite Aid Retail Store, Hazard and Hindman, KY  
University of Pikeville - Health Professions Education Facility, Pikeville, KY  
Franklin County Court House, Columbus, OH

CGL RicciGreene



**CHRIS KELLY, PE**

*Principal in Charge*

**Education**

*University of Kentucky  
Bachelor of Science in Civil Engineering  
(emphasis on Structures) - 1987*

**Registration**

*Kentucky #17615  
Indiana #19800121  
Alabama #25498  
New York #080312  
U.S. Virgin Islands #737-PE*

**Professional**

*Structural Engineers Association of  
Kentucky (past president)*

*American Concrete Institute  
American Society of Civil Engineers*

Christopher Kelly is the President and one of the partners in the firm. He serves as Project Engineer and/or Engineer-of-Record on projects within the firm. Mr. Kelly has been with the firm on a full time basis since 1987. Before working with this firm, Mr. Kelly worked for his father's construction company in all aspects of construction, from laborer to project manager and estimator

His experience gained while working at Poage Engineers, coupled with his background in construction, has enabled him to propose sound, economical building designs throughout his career.

Mr. Kelly has assisted or been responsible for the structural design of over \$950 million in construction costs with Poage Engineers.

**RELEVANT WORK EXPERIENCE**

- Fayette County Public Library - Main Branch (downtown), Lexington, Kentucky
- Clark County Public Library, Clark County, Kentucky
- Lewis County Public Library, Lewis County, Kentucky
- Pendleton County Public Library, Pendleton County, Kentucky
- Woodford County Public Library Addition, Woodford County, Kentucky
- Metcalf County Public Library, Metcalf County, Kentucky
- Robertson County Public Library, Robertson County, Kentucky
- Grant County Public Library, Grant County, Kentucky
- Laurel County Public Library Addition, Laurel County, Kentucky
- Madison County Public Library, Richmond, Kentucky
- Bath County Memorial Library - Addition & Renovation, Bath County, Kentucky,
- Shelby County Public Library - Addition & Renovation, Shelby County, Kentucky
- Midway College Public Library, Midway, Kentucky
- Crabbe Library - Eastern Kentucky University, Richmond, Kentucky
- Floyd County Public Library Addition, Floyd County, Kentucky
- Anderson County Public Library Addition & Renovation, Anderson County, Kentucky
- Paris Public Library, Paris, Kentucky
- Casey County Library Addition & Renovation, Casey County, Kentucky
- Shelby County Library Addition, Shelby County, Kentucky
- Paul Sawyer Library Addition & Renovation
- Logan County Public Library, Russellville, Kentucky
- Jessamine County Public Library Addition, Nicholasville, Kentucky
- Mason County Public Library, Maysville, Kentucky
- Eastern Kentucky University - Crabbe Library, Richmond, Kentucky
- Floyd County Public Library, Prestonsburg, Kentucky



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## BRIAN D. SCOTT, PE

*Engineer of Record*

**POAGE**  
ENGINEERS  
& ASSOCIATES

### Education

University of Kentucky  
Bachelor of Science in Civil Engineering  
- 1994  
Master of Science in Civil Engineering  
- 1998

### Registration

Kentucky # 21768  
Ohio # 73009  
Virginia # 044864  
West Virginia # 17705  
Tennessee # 112249  
North Carolina # 034571  
South Carolina # 26644  
Texas # 102843  
Arkansas # 16612  
Georgia # 37244

### Professional

Structural Engineers Association of  
Kentucky

Brian Scott is the Vice President and one of the partners in the firm. He serves as the Engineer of Record, Project Manager, and Principal in Charge depending on the project and/or client. Mr. Scott has over 20 years of experience in the field of engineering and has been with the firm since 1994. While at the firm, Mr. Scott has gained valuable engineering and problem solving skills some of which include: one of the first Progressive Collapse Analyses in the State of Kentucky, FEMA 361 Storm Shelter Design, Finite Element Analysis of Manufacturing Conveying Equipment, Forensic Studies, and Fall Protection/Fall Prevention Studies. Mr. Scott has produced proficient engineering designs in virtually every construction material and project scale ranging from small renovations to several hundred thousand square feet projects. In addition to his engineering skills, Mr. Scott is well versed in construction administration and has experienced a good working relationship with both clients and contractors which has allowed him to produce successful projects.

### RELEVANT WORK EXPERIENCE

Boyle County Public Library Addition and Renovation, Danville, Kentucky  
Logan County Public Library, Russellville, Kentucky  
Lyric Theater Addition / Renovation, Lexington, Kentucky  
Scott County Public Library Addition & Renovation, Georgetown, Kentucky  
Neon Public Library, Neon, Kentucky  
Anderson County Public Library Addition, Lawrenceburg, Kentucky  
Clark County Public Library, Clark County, Kentucky  
Metcalf County Public Library, Metcalfe County, Kentucky  
Spencer County Public Library Addition, Taylorsville, Kentucky  
Madison County Public Library, Richmond, Kentucky  
Floyd County Public Library, Floyd County, Kentucky  
Fayette County Courthouse Parking Garage, Lexington, Kentucky  
LFUCG Parking Garage Annex, Lexington, Kentucky  
Lyric Theater, Lexington, Kentucky  
Picadome Parking Garage - St. Joseph Office Park, Lexington, Kentucky  
Chase Bank Parking Garage Emergency Wall Panel Review, Lexington, Kentucky  
New Fayette County High School, Lexington, Kentucky  
University of Kentucky Administration Building Renovation, Lexington, Kentucky

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elementdesign



## RAMONA FRY, RLA, ASLA, LEED AP BD+C

*Senior Partner / Principal Landscape Architect*

### Education

*University of Kentucky Bachelor of Science in Landscape Architecture, 1999*

*Idaho State University Bachelor of Arts in Education, 1994*

### Registration

*Landscape Architect - Kentucky, #661*

### Certifications

*LEED AP BD+C*

Ramona is a registered Landscape Architect with fifteen years of experience in project design and management. Her professional experience includes master planning, site design and development, preparation of construction documents and contract administration.

Ramona has a wide variety of project management experience that includes plazas, parks, sports facilities, campus planning and design and site development. Recent clients include the Commonwealth of Kentucky, the University of Kentucky, Berea College, the Kentucky Community and Technical College System (KCTCS), and the Kentucky Horse Park.

### RELEVANT WORK EXPERIENCE

UK Lucille Little Library Renovation (Confucius Institute) - Lexington, KY  
 Carnegie Library Renovation - Jeffersonville, IN  
 LFUCG New Senior Citizens Center - Lexington, KY  
 LFUCG Jacobson Park Playground - Lexington, KY  
 LFUCG Lower Can Run Wet Weather Storage Architectural & Site Improvements - Lexington, KY  
 LFUCG Idle Hour Park Improvements - Lexington, KY  
 LFUCG Gainesway Trail - Lexington, KY  
 Rupp Arena and Convention Center - Lexington, KY  
 Elizabethtown Sports Park - Elizabethtown, KY  
 University of Kentucky Alumni Plaza Renovation & Rooftop Garden - Lexington, KY  
 University of Kentucky College of Pharmacy Building - Lexington, KY  
 Kentucky Horse Park New Outdoor Arena - Lexington, KY  
 Kentucky Horse Park Pedway Repairs, Replacement & Upgrade - Lexington, KY  
 Kentucky Transportation Cabinet Central Office Building - Frankfort, KY  
 Jefferson Community & Technical College Bullitt County Campus Master Plan - Bullitt County, KY  
 Berea College Master Plan Update - Berea, KY  
 Berea College Indian Fort Sustainable Parking Renovation - Berea, KY



## CLAY JOHNSON, PE

*Civil Engineer*

### Education

*University of Kentucky Bachelor of Science, Civil Engineering, 2011*  
*University of Kentucky Bachelor of Arts, Secondary Science Education, 2009*

### Registration

*Kentucky, PE 31079*  
*Tennessee, PE 118803*

Clay is a registered Civil Engineer with experience in hydrology, hydraulics, grading, roadway design, sanitary sewer and water distribution design. His experience specializes in roadway and drainage design for KYTC projects, along with working with LFUCG, Louisville MSD, commercial developers and other local governments throughout Kentucky and Tennessee.

Clay has a proven history of working with diverse groups of professionals and coordinating projects that improve and protect the environment. As a native of eastern Kentucky, he understands the unique challenges of the region and enjoys working with local officials and residents to best achieve project goals.

### RELEVANT WORK EXPERIENCE

Bluegrass Community and Technical College - Newtown Pike Campus Expansion - Lexington, KY  
 Eastern Kentucky University - Athletic Sports Facility - Richmond, KY  
 Morgan County High Alternative Center Safe Room - Morgan County, KY  
 Morgan County High School Practice Day Locker Facility - Morgan County, KY  
 Gallatin County Bus Compound - Gallatin County, KY  
 Ashland Alumni Gym Renovation - Ashland, KY  
 AB Sawyer Park - Louisville, KY  
 One and Done Self Storage Facility - Louisville, KY  
 Lebanon City Hall - Lebanon, KY  
 LFUCG RMP Remedial Measures Plan - Lexington, KY\*  
 Hartland Trunk Replacement - Lexington, KY\*  
 MSD Downspout Disconnection Program - Louisville, KY\*  
 KY 338/US 25/ I-75 Double Diamond Interchange - Richwood, KY\*  
 KY 211 Landslide Repair - Morehead, KY\*  
 US 421 Safety Improvements and Realignment - Leslie County, KY\*  
 Pikeville Commons Development - Pikeville, KY\*

\* Work completed while employed by firms other than Element Design

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## JULIE E. FISCHER, INCE, LEED AP BD+C

*Associate Principal, Acoustics*

### Education

Rensselaer Polytechnic Institute, *Master of Science with a Concentration in Architectural Acoustics*  
 Purdue University, *Bachelor of Science in Physics*

### Length of Service

12 years with Shen Milsom & Wilke  
 12 years in the industry

### Registration

LEED Accredited Professional in Building Design and Construction

### Professional

Acoustical Society of America  
 Institute of Noise Control Engineering (INCE)  
 National Council of Acoustical Consultants (NCAC)

Ms. Fischer has been with Shen Milsom & Wilke since graduating from Rensselaer Polytechnic Institute, and, in her time, she has provided consulting on a wide range of projects, from residential condominiums to office towers and research facilities. Ms. Fischer also designs and implements acoustical computer models to help assess the acoustical properties of various spaces and to assist the design teams in determining appropriate speaker layouts and interior finish selections. From these models, various acoustical parameters can be found, such as reverberation time and speech transmission index. The models can also be used to design overhead and sidewall ceiling reflectors and stage and auditoria shaping.

### RELEVANT WORK EXPERIENCE

Allen Pond Park, Amphitheater, Bowie, MD  
 Cannon House Office Building Renovation, Washington, D.C.  
 Consumer Financial Protection Bureau Headquarters, Washington, D.C.  
 Constitution Center Renovation, Washington, D.C.  
 D.C. Public Library, Cleveland Park Library, Washington, D.C.  
 D.C. Water & Sewer Authority Headquarters, Washington, D.C.  
 Dirksen Senate Office Building, Washington, D.C.  
 Embassy of the Republic of South Africa Modernization, Washington, D.C.  
 Hampton Roads Sanitation District, Operations Center, Hampton Roads, VA  
 Loudoun Convention and Visitors Association, Leesburg, VA  
 Mary E. Switzer Memorial Building Modernization, Washington, D.C.  
 National Museum of the United States Army, Fort Belvoir, VA  
 Russell Senate Office Building, Washington, D.C.  
 Smithsonian Institution, National Museum of African American History and Culture, Washington, D.C.  
 Station Place, Washington, D.C.  
 U.S. Department of Defense, Department of Defense Education Activity, W.T.  
 Sampson Elementary-Middle-High School, Naval Station Guantanamo Bay, Cuba  
 U.S. Department of Education, Lyndon B. Johnson Federal Building, Washington, D.C.  
 U.S. Department of Health and Human Services, Hubert Humphrey Great Hall, Washington, D.C.  
 U.S. Department of Homeland Security Headquarters, Adaptive Reuse of the St. Elizabeth's Campus, Washington, D.C.  
 United Services Organization, Warrior Family Center, Fort Belvoir, VA  
 Virginia State Capitol Restoration, Richmond, VA  
 World Bank Headquarters, H Building Renovation, Washington, D.C.

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## THOMAS EDGE

*Senior Associate, Audiovisual - Multimedia*

### Education

*University of Maryland  
College Park, MD  
Bachelor of Science  
Fire Protection Engineering*

### Length of Service

*8 years with Shen Milsom & Wilke  
24 years in the industry*

### Professional

*InfoComm International*

Joining the Shen Milsom & Wilke audiovisual team in 2008, Tom Edge brought more than sixteen years of experience in the audiovisual industry. He began his tenure as a recording engineer in the Washington, D.C. area's largest recording studio, which included working with artists like Barbara Streisand and Barry Manilow. After his studio work, Tom ventured into the high-end residential audiovisual world, where he designed and installed AV systems in the homes of some of the most powerful people in the Washington, D.C. area, and, later, into the commercial AV industry, where he installed, designed and engineered AV systems for government, higher education and corporate clients.

Tom's years of hands-on experience naturally led to project management and administrative management positions. As a project manager, he has successfully overseen the installation of multi-million dollar AV systems, and, as a company executive, he has managed the operations and installation departments for three of Washington, D.C.'s top integrators, most recently as Vice President of Strategic Operations.

## RELEVANT WORK EXPERIENCE

Adas Israel Synagogue, Washington, D.C.  
 Baltimore Washington Conference of the United Methodist Church, Fulton, MD  
 Cannon House Office Building Renovation, Washington, D.C.  
 The College of William and Mary, Swem Library Renovation, Williamsburg, VA  
 D.C. Public Library, Cleveland Park Library, Washington, D.C.  
 George Mason University, Fenwick Library Addition, Fairfax, VA  
 Heritage Fellowship United Church, Reston, VA  
 International Monetary Fund Headquarters, Washington, D.C.  
 National Archives and Records Administration, Washington, D.C.  
 National Law Enforcement Museum, Washington, D.C.  
 Smithsonian Institution, Freer Gallery of Art, Meyer Auditorium Renovation  
 Smithsonian Institution, National Museum of African American History and Culture  
 United Baptist Church, Annandale, VA  
 U.S. Department of Defense, Walter Reed National Military Medical Center, Clark Auditorium, Bethesda, MD  
 U.S. Department of Homeland Security Headquarters, Adaptive Reuse of the St. Elizabeth's Campus, Washington, D.C.  
 Walter Reed National Military Medical Center, Clark Auditorium, Bethesda, MD  
 Washington Canal Park, Washington, D.C.

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## DAVID KOMISARCIK, RCDD

*Senior Consultant, IT Infrastructure*

### Education

*George Mason University, Bachelor of Science, Business Management*

### Length of Service

*14 years with CCI  
31 years in the industry*

### Registration

*Registered Communications Distribution Designer (RCDD)*

### Professional

*Building Industry Consulting Services International (BICSI)*

David Komisarck joined Shen Milsom & Wilke with nearly twenty years of experience that spanned many industries, including commercial real estate, healthcare, higher education, architectural/engineering, finance, retail, manufacturing, travel services, call centers and military/government.

David has extensive design and project management experience with inside/outside plant structured cabling systems, specification development for telecommunications space fit-out requirements, associated pathways for both new building or campus facilities and building renovation projects. He has conducted numerous on-site cable plant surveys, has documented existing condition assessments, has managed installations and has performed associated on-site quality-assurance activities. He conducts infrastructure assessments and provides design engineering, specification and consulting services on structured cabling systems. He performs his work in accordance with industry standards and identifies appropriate levels of physical plant construction and renovation for infrastructure spaces.

## RELEVANT WORK EXPERIENCE

Cannon House Office Building Renovation, Washington, D.C.  
 D.C. Public Library, Cleveland Park Library, Washington, D.C.  
 James Madison University, East Campus Library, Harrisonburg, VA  
 James Madison University, East Campus Library, Harrisonburg, VA  
 Jefferson Patterson Park and Museum, Patterson Center Renovation, St. Leonard, MD  
 National Library for the Study of George Washington, Mount Vernon, VA  
 National Museum of the U.S. Army, Fort Belvoir, VA  
 Morgan State University, Earl S. Richardson Library, Baltimore, MD  
 Musical Instrument Museum, Phoenix, AZ  
 National Gallery of Art, Phase III, Washington, D.C.  
 Smithsonian Institution, National Museum of African American History and Culture, Washington, D.C.  
 Smithsonian Institution, National Museum of American History, Washington, D.C.  
 U.S. Department of Homeland Security, Adaptive Reuse of the St. Elizabeth's Campus, Washington, D.C.  
 U.S. Department of the Interior, Office of the Inspector General, Herndon, VA  
 U.S. Naval Academy, Luce Hall Renovation, Annapolis, MD  
 United Services Organization, Warrior and Family Center, Fort Belvoir, VA

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## JEFFERY S. TONERO, PSP, CHS-V

*Associate Principal, Security*

### Education

*Strayer University, Bachelor of Science,  
Information Systems*

### Length of Service

*3 years with CCI  
34 years in the industry*

### Registration

*ASIS International Physical Security  
Professional (PSP)  
Certified in Homeland Security, CHS®  
Level V (CHS-V)*

### Professional

*American Society of Industrial Security  
(ASIS)  
Overseas Security Council, Constituent  
FBI-InfraGard  
American College of Forensic Examiners*

Jeffrey Tonerio manages the Washington, D.C. office and has over thirty years of experience in the security industry, including 15 years as president of a security design firm. He began his career in network security with the U.S. Air Force, Security Forces and, since then, has contributed to a variety of projects in the aviation, education, government, medical and residential sectors. His experience includes national and international projects, and, in addition to network security, his government work includes computer crime, presidential security detail and national security initiatives.

### RELEVANT WORK EXPERIENCE

Auburn University Library, Auburn, AL  
 Bexley Public Libraries, Bexley, OH  
 Billy Ireland Cartoon Library and Museum, Columbus, OH  
 Case Western Reserve University, Kelvin Smith Library, Cleveland, OH  
 Columbus Metropolitan Libraries, Columbus, OH  
 D.C. Water & Sewer Authority Headquarters, Washington, D.C.  
 Federal Energy Regulatory Commission Headquarters, Washington, D.C.  
 Jefferson Patterson Park and Museum, Patterson Center Renovation  
 Loudon County Aquatic Center, Dulles, VA  
 Loudon County Senior Center, Dulles, VA  
 National Library for the Study of George Washington, Mount Vernon, VA  
 National Museum of the U.S. Army, Fort Belvoir, VA  
 Northern Kentucky University Library, Highland Heights, KY  
 Ohio State University, Thompson Library, Columbus, OH  
 River Center Library, Baton Rouge, LA  
 U.S. Department of Education, Lyndon B. Johnson Federal Building,  
 Washington, D.C.  
 U.S. Department of Homeland Security Headquarters, Adaptive Reuse of  
 the St. Elizabeth's Campus, Washington, D.C.  
 U.S. Department of Interior, Office of the Inspector General, Herndon, VA  
 University of Cincinnati Library, Cincinnati, OH  
 University of Mouth Union Library, Alliance, OH  
 The University of Virginia's College at Wise, New Library Building, Wise, VA  
 Worthington Libraries, Worthington, OH

CGL RicciGreene



## HENRY CHIN

*Senior Cost Manager*

### Education

*BS in Architecture, New York Institute of Technology, 1985*

### Registration

*Licensed Architect in the State of New York, #022933*

Mr. Chin has more than 25 years of experience in architectural design and construction cost estimating, specializing in conceptual project budgeting and detailed cost estimating at various stages of design and construction. Mr. Chin has a unique combination of estimating knowledge and sensitivity to architectural design and costs. Prior to joining ELLANA, he was the lead estimator with a major construction management firm for many high-profile New York City and national projects. His project experience includes construction cost estimating and master planning of high-rise office buildings, hospitals, museums, research facilities, airports, schools, residential developments, hotels, and alteration and renovation of existing buildings for adaptive reuse.

### RELEVANT WORK EXPERIENCE

Far Rockaway Community Library, Far Rockaway, NY  
 Westchester Square - Branch Library, Westchester, NY  
 Harrison Public Library Renovation, Harrison, NY  
 Macon Branch Library Renovation, Brooklyn, NY  
 Glendale Library, Queens, NY  
 Hunter College Library, Wexler Library-Phase 2, 6th & 7th floor  
 Renovation New York, NY  
 Bronx Community College - Roof Restoration, Gould Library and  
 Havemeyer Hall, Bronx, NY  
 URI Adams Library, Kingston, RI  
 Belmont Library & Enrico Fermi Cultural Center Skylight Replacement,  
 Bronx, NY  
 Cornell University School of Hotel Administration - Learning Lounge,  
 Ithaca, NY  
 SUCF / SUNY Farmingdale New School of Business, Farmingdale, NY  
 Courts Capital Master Plan, Statewide, MA  
 Delaware Courts - JP Court Fit Out, Wilmington, DE





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## B. SCOPE OF WORK

TASK 1 | PROJECT INITIATION (Week 1) \$ 7,500.00

## A. Kick-off Meeting (meeting/workshop #1 - week 1)

We hold a kick-off meeting to establish basic project parameters, identify key members of project Steering Committee and their roles, define lines of communication, provide an overview of the process, review the scope of work/project activities, share the project schedule and establish evaluation criteria.

## B. Existing facilities data collection

We meet independently or during kick off meeting, with designated LFUCG personnel to collect existing building drawings, surveys, maintenance records, LFUCG standards (space, technology, etc.), and previously completed reports. This includes existing drawings of Library (which we already have in CAD from RFP), any site survey or site boundary drawings, and available as-built drawings for the County Clerk, Police Station and LFUCG Parking Garage. When looking at options for reusing the block, we will take into consideration the preliminary information from the Town Branch Commons development, and pertinent information on the park place residential tower and garage, and the MLK viaduct. Our effort relies on discussions with LFUCG representatives to identify and provide available program, site information, and drawings for use in development of site options and test fitting the Library.

TASK 2 | ASSESSMENT (Weeks 2-3) \$ 32,500.00

The assessment task involves analysis and assessment of the Library building to determine its reuse potential as a government center and conduct a physical conditions assessment to determine long term operational costs.

## A. Library Spatial Assessment

First, we determine a rough idea of how much space the library offers.. At roughly 118,000 gross sf, the current library configuration consists of open floor plans that are open-air to the main public atrium space. We will explore departmental blocking/stacking options for to determine which government functions can fit in the existing footprint of the library.

## B. Existing Physical Plant Conditions Assessment (site visits)

CGL's Facility Management division will conduct a Facility Condition Assessment of the existing Library and provide a report that includes a summary that describes the overall conditions of each interior and exterior building system, a narrative that characterizes the key components and equipment of each system, photographs to visually document conditions, strategies for resolving key issues, and an estimate value of Deferred Maintenance issues. Our consulting engineers will review the assessment, provide recommendations for improvement, and assist in determining 20-year life-cycle recapitalization costs. The physical building assessment includes the following building systems:

- Building Envelope (Shell, walls, doors, windows, roofing)
- Structural Integrity (walls and foundations and support systems)
- Interior ( Finishes, walls, flooring, ceilings, and signage)
- Mechanical Systems (HVAC, exhaust, ventilation, controls and instrumentation)
- Electrical Systems (interior exterior, distribution and lighting)
- Plumbing Systems (interior and exterior/site)
- Elevator Systems
- Life safety
- Security (perimeter detection, video, access controls if any)
- Traffic/Pedestrian Safety
- ADA
- Preventative Maintenance Status

## C. Technology Requirements

In order to properly plan for technology infrastructure costs and equipment rooms space needs we must understand the needs. We start with gaining an understanding of equipment and systems housed in existing IT equipment rooms, data centers, the GTV-3 production studio, and other equipment dense spaces. We develop general space and operational requirements for the retrofitted facility. We will work with LFUCG personnel to identify anticipated technology needs in order to define the project budget parameters.

Our Consultant CMTA will review available documentation and participate in a meeting with key members of the LFUCG staff to establish, in general terms, the:

- Recommended approach to housing the county's IT data requirements in the Library and new planned

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development on the adjacent block

- Estimate square footage required to accommodate IT infrastructure (in addition to staff space requirements to be determined by LFUCG)
- Identify any critical deficiencies of the library infrastructure related to IT planning and security
- Identify overall recommended space needs for the GTV-3 production studio

TASK 3 | FACILITY SPACE NEEDS (Week 1-3)

\$ 12,000.00

A. Identify and Size Departments for Potential Relocation into Library Block (Workshop #2 – Week 3)

Working with LFUCG steering committee and planning team we will identify high level programmatic space needs for the departments intended for inclusion on the library block. This will involve review of available programmatic information, and best practices for sizing of special purpose spaces like council chambers, GTV-3 studio, security screening, etc., and will include a departmental level program to support the blocking and stacking exercise

Departments identified in RFP include:

- Council Officers and Council Clerk's Officers
- Mayor's Office
- Upper Management Offices
- CAO Staff
- IT Department
- GTV-3 TV Production

In addition to the above, we will work with LFUCG representatives to identify total programmatic needs for remainder of the government offices, the police department and Clerk's office in order to determine, approximate total gross SF needed to accommodate the city/county departments and all staff on the library block. We use the space program to develop options for blocking and stacking studies that test retrofitting the library and new buildings on the existing site of the county clerk and police station.

B. Master planning / Identify block development criteria, and site operational requirements (Workshop #2 – Week 3)

As part of the programming workshop, the planning team will facilitate a discussion of the critical urban and operational requirements to be considered in evaluation of options for the whole block development. Topics may include:

- Mixed use
- Design criteria
- Precedent review
- Ideas for pedestrian improvements
- Parking needs
- Operational adjacency requirements of key departments
- Impact on or integration with adjacent sites, the future Town Branch Commons and the MLK viaduct

TASK 4 | CONCEPTUAL OPTIONS (Weeks 2-6)

\$ 27,500.00

A. Test-fit Options / Blocking and Stacking Library

Develop two (2) blocking and stacking options that demonstrate how to accommodate the program in the existing library. Option 1 will demonstrate filling in the atrium, and option 2 will demonstrate impact of keeping atrium. Dimensional, floor-by-floor "blocking" diagrams demonstrate approximate size and location of each department, in order "test fit" how well the program fits into the existing library. (not room-by-room layouts).

B. Massing/ Stacking, and Site Analysis of Entire Block

Develop 2-3 massing and stacking options for the county clerk, police department and LFUCG garage site, one that includes the library and one the excludes the library, to demonstrate development opportunities on the adjacent site and accommodates the total county space needs on one block. Identify key features (pros and cons) for each option and how well each aligns to key planning criteria established in Task 3.

C. Present Preliminary Concepts, Conditions Findings, and Program (meeting/workshop #3, Week 6)

The CGL-RG team will present the preliminary blocking and test-fit options, program fit options, and findings from the conditions assessment. Feedback from this interactive workshop will further inform conceptual options and begin to reveal preferred option or options to refine for cost estimating task. Team will present pros and cons of each option, and seek guidance from the LFUCG stakeholders to address challenges and opportunities.

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TASK 5 | BUILDING SYSTEMS \$ 7,500.00

A. Building Infrastructure and System Descriptions (Week 7)

Engineering Consultants will review Library and site development options and provide assistance in developing high level systems descriptions for the purpose of establishing estimates of probable cost, and provide review of cost estimates. These narratives are not intended to form the basis of design criteria for future development, only to support an order of magnitude budget, and identify critical repair recommendations for Library component of the project.

TASK 6 | CONCEPTUAL COSTS (Weeks 6-9) \$ 19,500.00

A. Prepare Budget Estimates for Conceptual Options

Develop an estimate of probable costs for the preferred option or options. The budget offers an order of magnitude costs for construction "hard costs" and overall project "soft costs". The order of magnitude estimate of probably costs will calculate the value of new construction, renovation costs, and site development using a cost per SF approach

B. Operational and Maintenance Cost Estimates

Develop 20-year operating cost and routine maintenance cost considerations to assist LFUCG in evaluating the long-term cost benefit of the Library acquisition. Operational cost of new construction will be based on industry standards for similar buildings.

C. Develop Implementation Schedule

Develop an overview schedule, with LFUCG stakeholder input, that identifies basic durations and milestones such as design, construction and owner occupancy.

D. Develop Final graphics and visuals of preferred site development option for review and presentation to the Council

Provide up to two (2) renderings that demonstrate the massing, arrangement, and scale of the development within the urban context.

E. Present Concept Options and Cost (meeting/workshop #4 - Week 9)

Present the two options and solicit final feedback from the LFUCG steering committee. Present probably costs for both options and findings of study. Go/No decision of library made at this time. The results of this meeting determines the next step in developing a presentation to the council.

F. Determine reuse potential of Library "Go/No-Go" (workshop #4 - Week 9)

This point in the conceptual analysis development allows the planning team and Steering Committee to determine viability of the Library moving forward based on the facility conditions assessment, spatial assessment, and estimated probable costs.

TASK 7 | REPORTS, FINAL REVIEW, PRESENT (week 10-11) \$ 13,000.00

A. Final Report

After achieving reviewing feedback and comments on the preferred option and cost budget, we prepare and issue a Draft "Final Report" for preparation to present to council.

B. Final Review and Council Presentation (presentation meeting #5, week 11)

Develop presentation and visual materials to review with county staff in preparation for public presentation to Council. CGL-RG will prepare renderings, diagrams and PowerPoint presentation. We will work with the LFUCG stakeholders to craft a clear message that offers an honest assessment regarding the viability of this project and the benefit to taxpayers.

SUMMARY | MEETING AND DELIVERABLE SCHEDULE:

Meeting/workshop #1 – Kickoff (Week 1)

Meeting/workshop #2 – Programming / Master planning / Preliminary Assessment Feedback (Week 3)

Meeting/workshop #3 – Preliminary Concepts / final program/ assessment/ and feedback (Week 6)

*\* Draft Report (Week 7) – preliminary graphics, and placeholders for cost data*

Meeting/workshop #4 – Final Concepts and Cost (Week 9)

*\* Final Report (Week 10)*

Meeting #5 – Presentation to Council (Week 11)

EXHIBIT C

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SUMMARY | PROPOSED FEE:

TASK:	FEE:
TASK 1   Project Initiation	\$ 7,500.00
TASK 2   Assessment	\$ 32,500.00
TASK 3   Facility Space Needs	\$ 12,000.00
TASK 4   Conceptual Options	\$ 27,500.00
TASK 5   Building Systems	\$ 7,500.00
TASK 6   Conceptual Costs	\$ 19,500.00
TASK 7   Reports, Final Review, Present	\$ 13,000.00
Expense (rendering)	\$ 5,000.00
TOTAL	\$ 124,500.00