

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the 15<sup>th</sup> day of May in the year 2013

**BETWEEN** the Architect's client identified as the Owner:

Lexington Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507

and the Architect:

Murphy + Graves Architects  
3399 Tates Creek Road, Suite 250  
Lexington, Kentucky 40502  
Phone: (859) 559-0504

for the following Project:

LFUCG Emergency Operations Center  
Project to include design, construction administration and building systems integration of the LFUCG Emergency Operations Center at 115 Cisco Road, Lexington Kentucky (formerly the LFUCG Youth Services Center)

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

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**EXHIBIT A INITIAL INFORMATION**

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Paragraph deleted)*

LFUCG Emergency Operations Center

Project to include design, construction administration and building systems integration of the LFUCG Emergency Operations Center at 115 Cisco Road, Lexington Kentucky (formerly the LFUCG Youth Services Center)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Construction is estimated to occur from August 2014 through March 2015

- .2 Substantial Completion date:

LFUCG anticipates occupancy of facility in January 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

- .1 General Liability  
\$ 1,000,000.00 per occurrence and \$ 2,000,000.00 aggregate
- .2 Automobile Liability  
\$ 1,000,000.00 per occurrence
- .3 Workers' Compensation  
\$ 100,000.00 each accident  
\$ 500,000.00 – policy limit  
\$ 100,000.00 disease – each employee
- .4 Professional Liability  
\$ 2,000,000.00 per claim and  
\$ 3,000,000.00 aggregate per annum
- .5 Employer's Liability  
\$ 500,000.00

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

<b>Additional Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>	<b>Location of Service Description</b> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Owner	Provided by MCP & Schrader
§ 4.1.2 Multiple preliminary designs	Owner	Provided by MCP & Schrader
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Basic Services	
§ 4.1.6 Building information modeling	N/A	



§ 4.1.7	Civil engineering	Basic Services	[PM1]
§ 4.1.8	Landscape design	Basic Services	
§ 4.1.9	Architectural Interior Design (B252™-2007)	N/A	
§ 4.1.10	Value Analysis (B204™-2007)	N/A	
§ 4.1.11	Detailed cost estimating	Basic Services	
§ 4.1.12	On-site project representation	Owner	
§ 4.1.13	Conformed construction documents	Basic Services	
§ 4.1.14	As-Designed Record drawings	N/A	
§ 4.1.15	As-Constructed Record drawings	Basic Services	
§ 4.1.16	Post occupancy evaluation	N/A	
§ 4.1.17	Facility Support Services (B210™-2007)	N/A	
§ 4.1.18	Tenant-related services	N/A	
§ 4.1.19	Coordination of Owner's consultants	N/A	
		Basic Services	Building Systems Data and Voice Cabling. Building security systems AV and Radio pathways.
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	N/A	
§ 4.1.22	Commissioning (B211™-2007)	N/A	
§ 4.1.23	Extensive environmentally responsible design	N/A	
§ 4.1.24	LEED® Certification (B214™-2007)	N/A	
§ 4.1.25	Fast-track design services	N/A	
§ 4.1.26	Historic Preservation (B205™-2007)	N/A	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	N/A	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within (To be determined)\_\_( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project;

and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction  
(Paragraphs deleted)  
in Fayette County.

*(Paragraphs deleted)*

## **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Lump Sum Fee of \$427,000.00 based on a construction budget of \$6,900,000.00. (Should Commissioning be required, an additional fee of \$66,215.00 will be required.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Paragraph deleted)*

See attached Hourly Rate Schedule for Murphy + Graves Architects (Refer to Article 13)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

See attached Hourly Rate Schedule for Murphy + Graves Architects (Refer to Article 13)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the

Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

See attached Hourly Rate Schedule for Murphy + Graves Architects and Consultants (Refer to Article 13)

Employee or Category	Rate
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### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1 times the actual cost of the expenses incurred.

### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

6.5 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.



**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

.2 Other documents:

RFP #15-2013 Public Safety EOC Architectural & Engineering Services and the included risk management provisions (RFP #15-2013 Public Safety EOC Architectural & Engineering Services.doc).

Submittal of Murphy + Graves Architects in response to RFP #15-2013 (Murphy Graves RFP15-2013.pdf).

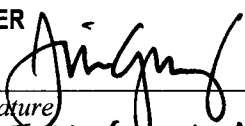
Murphy + Graves Architects, Marcum Engineering, Bacon Farmer Workman Engineering and Testing, Barrett Partners, and Palmer Engineering's Insurance Certificates  
Murphy + Graves Architects, Marcum Engineering, Bacon Farmer Workman Engineering and Testing, Barrett Partners, and Palmer Engineering's Insurance Hourly Rate Schedules for Additional Services

This Agreement entered into as of the day and year first written above.

**OWNER**

*(Signature)*

*(Printed name and title)*

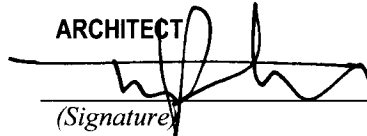
  
JIM GRAY, MAYOR

**ARCHITECT**

*(Signature)*

Timothy Murphy, Principal

*(Printed name and title)*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2013

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

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

<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 502-244-1343		FAX (A/C, No): 502-244-1411
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Murphy + Graves + Trimble, PLLC 3399 Tates Creek Road, #250 Lexington, KY 40502	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: XL Specialty Insurance Company		37885
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			DPR9703880	05/11/2013	05/11/2014	Per Claim 2,000,000 Aggregate 3,000,000	

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

Project: LFUCG - Public Safety Emergency Operations Center  
 115 Cisco Road, Lexington, KY

**CERTIFICATE HOLDER**

Lexington-Fayette Urban County Government  
 Attn: Todd Slatin  
 200 E. Main Street, 3rd Floor  
 Room 338  
 Lexington, KY 40507

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Bruce W Ferguson*

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

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

PRODUCER: Blue Grass Insurance Agency, Inc. 2560 Richmond Road Suite 200 Lexington, KY 40509. CONTACT NAME: Scott Pippen. PHONE: 859.543.0050. FAX: 859.543.9699. INSURER(S) AFFORDING COVERAGE: Owners Insurance Company (NAIC # 32700), KESA, Great American Insurance Co.

COVERAGES CERTIFICATE NUMBER: 2013/2014 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Employment Practices Liability.

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

Project: LFUCG Emergency Operations Center

CERTIFICATE HOLDER: Lexington Fayette Urban County Government, 200 East Main Street, 3rd Floor, Room 338, Lexington, KY 40507. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Scott Pippen/CL.



**Hourly Rate Schedule for Additional Services:**

Hourly Rates for Additional Service as identified in the Contract are as follows:

Principal:	\$150.00
Project Manager:	\$125.00
Construction Administrator (Senior):	\$125.00
Construction Administrator:	\$ 95.00
Graduate Architect:	\$ 75.00
CAD Draftsperson:	\$ 65.00
Clerical:	\$ 45.00



# CERTIFICATE OF LIABILITY INSURANCE

BACOFZA2

OP ID: BC

DATE (MM/DD/YYYY)  
**08/01/13**

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

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

<b>PRODUCER</b> Brown & Brown of KY Inc. <input type="checkbox"/> P.O. Box 23410 <input type="checkbox"/> Louisville, KY 40223-0410 <input type="checkbox"/> David C. Walker, CIC	<b>502-241-7072</b> <b>502-241-7843</b>	<b>CONTACT NAME:</b> Darlene Harris <b>PHONE (A/C No., Ext):</b> 502-241-7072 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 502-241-7843														
<b>INSURED</b> Bacon Farmer Workman <input type="checkbox"/> Engineering & Testing, Inc. <input type="checkbox"/> Marcum Engineering, LLC <input type="checkbox"/> Marcum Energy Mgmt Solutions <input type="checkbox"/> PO Box 120 <input type="checkbox"/> Paducah, KY 42002		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A : CNA Insurance Companies</b></td> <td style="text-align: center;"><b>35289</b></td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : CNA Insurance Companies</b>	<b>35289</b>	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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<b>INSURER F :</b>																	

**COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	BUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
<b>A</b>	<input type="checkbox"/> <b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			<b>AEH288274380</b>	<b>09/07/12</b>	<b>09/07/13</b>	EACH OCCURRENCE \$		
	<input checked="" type="checkbox"/> <b>Professional Liab</b>						<b>CLAIMS MADE</b>	<b>Per Claim</b>	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> <b>E&amp;O 75,000 Ded</b>						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		MED EXP (Any one person) \$
									GENERAL AGGREGATE \$ <b>3,000,000</b>
<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ <b>Per Claim</b> \$ <b>1,000,000</b> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
<input type="checkbox"/> ANY AUTO									
<input type="checkbox"/> ALL OWNED AUTOS			<input type="checkbox"/> SCHEDULED AUTOS						
<input type="checkbox"/> HIRED AUTOS			<input type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> UMBRELLA LIAB			<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$		
<input type="checkbox"/> EXCESS LIAB			<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$		
<input type="checkbox"/> DED			<input type="checkbox"/> RETENTION \$				\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<b>N/A</b>			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
If yes, describe under DESCRIPTION OF OPERATIONS below									

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

**Project: LFUCG Emergency Operations Center**

<b>CERTIFICATE HOLDER</b> <p style="text-align: center;"><b>MURPGR1</b></p> <b>MURPHY GRAVES TRIMBLE <input type="checkbox"/></b> <b>3399 TATES CREEK ROAD STE250 <input type="checkbox"/></b> <b>LEXINGTON, KY 40502</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
08/01/2013

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<b>PRODUCER</b> Peel & Holland (CSG - P&C) P.O. Box 427 1120 Main Stret Benton, KY 42025-0427	<b>CONTACT NAME:</b> Cindy Davis <b>PHONE (A/C, No, Ext):</b> 270 527-8621 <b>E-MAIL ADDRESS:</b> cdavis@peelholland.com	<b>FAX (A/C, No):</b> 270-538-9158	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : SECURA Insurance INSURER B : Kentucky Employers Mutual Insur INSURER C : Zurich American Insurance Co. INSURER D : INSURER E : INSURER F :		<b>NAIC #</b> 22543
<b>INSURED</b> Bacon Farmer Workman Engineering & Testi P.O. Box 120 Paducah, KY 42002			

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

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INSR LTH	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		20CP0032002732	12/26/2012	12/26/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		20A0032002742	12/26/2012	12/26/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		20CU32002752	12/26/2012	12/26/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	390260 KY Only	03/03/2013	03/03/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Workers Comp & Employers Liab		WC9015305 TN & IL Only	03/03/2013	03/03/2014	Each Acc \$1,000,000 Each Emp \$1,000,000 Pol Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**\*\* Supplemental Name \*\***  
 First Supplemental Name applies to all policies - Bacon Farmer Workman Engineering & Testing, Geotech Engineering & Testing, Marcum Engineering LLC., Key Largo Ventures, Marcum Energy Management Solutions LLC  
 Project: LFUCG Emergency Operations Center

<b>CERTIFICATE HOLDER</b> Murphy+Graves+Trimble 3399 Tates Creek Road Suite 250 Lexington, KY 40502	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**MARCUM  
ENGINEERING, LLC**

500 South 17<sup>th</sup> Street  
P.O. Box 120  
Paducah, KY 42002-0120  
Phone (270) 444-9274; Fax (270) 443-1904  
www.marcumengineering.net

**RATE AND REIMBURSEMENT SCHEDULE**

<b>PRINCIPAL</b>	<b>\$115.00/HR</b>
<b>PROJECT MANAGER</b>	<b>\$105.00/HR</b>
<b>PROJECT ENGINEER</b>	<b>\$ 75.00/HR</b>
<b>ENGINEER</b>	<b>\$ 70.00/HR</b>
<b>CONSTRUCTION ADMINISTRATOR</b>	<b>\$ 75.00/HR</b>
<b>SENIOR DESIGNER</b>	<b>\$ 85.00/HR</b>
<b>DESIGNER</b>	<b>\$ 65.00/HR</b>
<b>SENIOR DRAFTER</b>	<b>\$ 50.00/HR</b>
<b>DRAFTER</b>	<b>\$ 40.00/HR</b>
<b>CLERICAL</b>	<b>\$ 40.00/HR</b>
<b>MILEAGE – Subject to Change Based on IRS Guidelines</b>	<b>\$ 0.50/MI</b>

**PREAPPROVED TRAVEL EXPENSES  
(incl. mileage, lodging, and meals)**

**REIMBURSEMENT OF FURNISHED RECEIPTS**

**REPRODUCTION OF PLANS**

**\$ 0.30/FT. <sup>2</sup> INHOUSE or PRINTER'S INVOICED  
AMOUNT PLUS 15%**

**REPRODUCTION OF SPECIFICATIONS**

**\$ 0.30/SHEET INHOUSE or PRINTER'S INVOICED  
AMOUNT PLUS 15%**

**COURIER SERVICE (UPS, FEDEX, ETC.)**

**INVOICED AMOUNT PLUS 15%**

**PLAN SETS FOR BUILDING CODE REVIEW**

**APPLICATION FEE PLUS 15% AND  
REPRODUCTION COSTS**

**SCANNED DOCUMENTS**

**\$3.50/SHEET**

1. **SCHEDULE IS EFFECTIVE BEGINNING JANUARY 1, 2013.**
2. **PREAPPROVED OVERTIME IS 1.5 TIMES RATE. SUNDAYS AND HOLIDAYS EXCLUDED.**



# BACON | FARMER | WORKMAN

ENGINEERING & TESTING, INC.

500 SOUTH 17th STREET    403 NORTH COURT STREET    1215 DIUGUID DRIVE  
 PADUCAH, KY 42003    MARION, IL 62959    MURRAY, KY 42071  
 PHONE - 270.443.1995    PHONE - 618.997.9190    PHONE - 270.753.7307

www.bfwengineers.com

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## 2013 Fee Schedule

Professional Services	Rate
Principal I	\$115.00 / hour
<b>Transportation/Civil/Structural</b>	
Project Manager/Engineer I	\$105.00 / hour
Project Manager/Engineer II	\$95.00 / hour
<b>Transportation/Civil/Structural</b>	
Project Engineer I	\$85.00 / hour
Project Engineer II	\$75.00 / hour
<b>Transportation/Civil/Structural</b>	
Staff Engineer	\$70.00 / hour
<b>Transportation/Civil/Structural</b>	
Geologist I	\$75.00 / hour
Geologist II	\$60.00 / hour
<b>Transportation/Civil/Structural</b>	
Design Manager	\$85.00 / hour
Designer I (Senior)	\$85.00 / hour
Designer II	\$65.00 / hour
<b>Transportation/Civil/Structural</b>	
Drafter I	\$50.00 / hour
Drafter II	\$45.00 / hour
<b>Inspection</b>	
Project Manager / Engineer	\$85.00 / hour
Inspector I / Chief	\$85.00 / hour
Inspector II / Senior Resident	\$65.00 / hour
Construction Administrator	\$75.00 / hour
Technician I	\$40.00 / hour
Driller	\$50.00 / hour
<b>Survey</b>	
Survey – Manager	\$85.00 / hour
Survey – Party Chief / Surveyor	\$45.00 / hour
Survey – Instrument Person / Rod Person	\$40.00 / hour
GPS Crew	\$115.00 / hour
2 Man Survey Crew	\$85.00 / hour
3 Man Survey Crew	\$125.00 / hour
<b>Other</b>	
Lab Manager	\$50.00 / hour
Administration	\$95.00 / hour
Litigation Rate	\$250.00 / hour
Clerical	\$40.00 / hour



## 2013 Fee Schedule (Continued)

<b>Reproduction – Fees</b>	
Full Size Copies – 24" x 36"	\$1.00 / sheet
11" x 17" Copies	\$0.75 / sheet
Full Size Mylars	\$10.00 / sheet
Sepias	\$3.00 / each
Color Copies – 24" x 36"	\$10.00 / each
Color Copies – 18" x 24"	\$8.00 / each
Color Copies – 11" x 17"	\$2.00 / each
Color Copies – 8.5" x 11"	\$1.00 / each
Xerox Copies	\$0.10 / each
Aerial Photographs	\$60.00 / each
Scan Sheets	\$3.50/sheet
<b>Miscellaneous</b>	
Lodging	Actual Cost
Photographs	\$1.00 / each
Mileage	\$0.50 / mile (subject to change based on IRS rules)
Meals per diem	\$28.00 / day



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2013

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<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 502-244-1343		FAX (A/C, No): 502-244-1411
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Palmer Engineering Company dba PEC, Inc. P. O. Box 747 Winchester, KY 40392	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Charter Oak Fire Insurance Company		25615
	<b>INSURER B:</b> Travelers Indemnity Company		25658
	<b>INSURER C:</b> Charter Oak Fire Insurance Company		25615
	<b>INSURER D:</b> XL Specialty Insurance Company		37885
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6801324L943COF13	05/01/2013	05/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA1338L13613GRP	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6667Y6601347	05/01/2013	05/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			XVMP0UB6642Y41913	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9703275	12/05/2012	12/05/2013	Each Claim 4,000,000 Aggregate 4,000,000

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

For all contracted projects between Murphy+Graves+Trimble and Palmer Engineering Company.

**CERTIFICATE HOLDER**

Murphy + Graves Architects  
 3399 Tates Creek Road, Suite 250  
 Lexington, KY 40502

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Bruce W Ferguson*

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**Palmer Engineering Company**  
**2013 Standard Rate Schedule**  
 Effective through February 28, 2014

<b>Wage Rates</b>	<b>Regular Hourly Rates</b>	<b>Overtime Hourly Rates</b>
Two (2) Person Survey Crew	\$170	\$195
Three (3) Person Survey Crew	\$215	\$245
Four (4) Person Survey Crew	\$250	\$290
Party Chief	\$105	\$105
Instrumentman	\$70	\$80
Surveyor (PLS)	\$115	\$115
Principal	\$200	\$200
Project Manager	\$150	\$150
Engineer (PE)	\$150	\$150
Engineer (EIT)	\$100	\$100
Engineering Technician II	\$110	\$125
Engineering Technician I	\$85	\$95
Environmental Technician II	\$115	\$115
Environmental Technician I	\$90	\$100
Clerical	\$75	\$85

<b>Expense Rates</b>	<b>Rate Per Unit</b>
Mileage - Automobile	\$0.50 per mile
Mileage - Truck	\$0.63 per mile
Per Diem - Meals Only	\$30 per manday
Per Diem - Meals & Lodging (1 per room)	\$110 per manday
Per Diem - Meals & Lodging (2 per room)	\$80 per manday
Concrete Monuments	\$25 each
Iron Pins with Caps	\$7.50 each
GPS Services	See GPS Rate Schedule



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PRODUCER Phone: (859) 873-4141 Fax: (859) 873-7623 <b>BOHANNON-MEYER INSURANCE, INC.</b> 201 LEXINGTON ST PO BOX 8 VERSAILLES KY 40383	CONTACT NAME: <b>Kelly J. Logan</b> PHONE (A/C, No, Ext): <b>(859) 873-4141</b> FAX (A/C, No): <b>(859) 873-7623</b> E-MAIL ADDRESS: <b>klogan@bminsure.com</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : <b>Owners Insurance Company</b></td> <td><b>32700</b></td> </tr> <tr> <td>INSURER B : <b>Auto-Owners Insurance Company</b></td> <td><b>18988</b></td> </tr> <tr> <td>INSURER C : <b>Continental Casualty</b></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Owners Insurance Company</b>	<b>32700</b>	INSURER B : <b>Auto-Owners Insurance Company</b>	<b>18988</b>	INSURER C : <b>Continental Casualty</b>		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : <b>Owners Insurance Company</b>	<b>32700</b>													
INSURER B : <b>Auto-Owners Insurance Company</b>	<b>18988</b>													
INSURER C : <b>Continental Casualty</b>														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED <b>BARRETT PARTNERS, INC.</b> <b>C/O BRENDA BARRETT</b> <b>209 EAST HIGH STREET</b> <b>LEXINGTON KY 40507</b>														

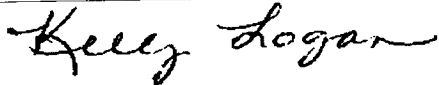
COVERAGES CERTIFICATE NUMBER: 5779 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			4742261200	11/01/12	11/01/13	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED. EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							WC STATU-TORY LIMITS	OTH ER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			52001012	11/01/12	11/01/13	E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE-EA EMPLOYEE	\$ 500,000
							E.L. DISEASE-POLICY LIMIT	\$ 500,000
C	Professional Liability			LAH254038770	11/01/12	11/01/13	\$2,000,000/1,000,000 Liab \$1,000 Ded	

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

LANDSCAPE ARCHITECTURE & PLANNING  
PROJECT: LFUCG EMERGENCY OPERATIONS CENTER

<b>CERTIFICATE HOLDER</b>  <b>MURPHY + GRAVES + TRIMBLE</b> 3399 TATES CREEK ROAD, SUITE 250 LEXINGTON, KY 40502  Attention:	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Kelly J. Logan
--	---



*Barnett Partners, Inc.*  
PLANNING AND LANDSCAPE ARCHITECTURE

**RATE SCHEDULE FOR SERVICES RENDERED**

**Effective January 1, 2011**

**A. Actual Time Employed Directly on Project**

Principal	\$95.00 - \$130.00/Hour
Landscape Architect	\$75.00 - \$95.00/Hour
Technician	\$55.00 - \$75.00/Hour

**B. Actual Expense and Overhead Costs Incurred Directly on Project**

Travel by Car	IRS Allowable
Travel by Public Conveyance	Actual Cost
Rooms and Meals Away from Office	Actual Cost
All Other Direct Expenses	Actual Cost + 10%

**C. Profit and Overhead on Subcontracts**

Subcontractors employed after Notice to Owner Actual Fee + 15%



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #15-2013 Public Safety EOC Architectural & Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **May 30th, 2013**.

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 #15-2013 Public Safety EOC Architectural & Engineering Services**

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

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

### **Kentucky Equal Employment Opportunity Act**

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.



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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **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. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required.
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
5. Familiarity with the details of the project.
6. Degree of local employment to be provided by the person or firm.
7. Estimated Cost of Services

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 \_\_\_\_\_, 2013.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

Prepared by: \_\_\_\_\_  
*Name & Title*



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

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

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 MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

## Lexington-Fayette Urban County Government MBE/WBE Participation Goals

### PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

### PART 2 - PROCEDURES

- 2.1 The successful proposer will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 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 MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, submitters may contact:
  - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal date, and all other pertinent information regarding the project.

### PART 3 - DEFINITIONS

- 3.1 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.

- 3.2 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.

#### PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE 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.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

#### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Proposer shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from

firms that were contacted indicating that they would not be submitting a proposal.

- D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@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 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

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

**LFUCG—Economic Engine Listings**

Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development  
[rtyra@commercelexington.com](mailto:rtyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**

Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**

Tom Back  
800-626-2250 or 502-564-2064  
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**

[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**

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

The MBE/WBE 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>MBE/WBE 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.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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**

\_\_\_\_\_  
**By**

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

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

**LFUCG MBE/WBE SUBSTITUTION FORM**

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

The substituted MBE/WBE 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 MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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**

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

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

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





**MBE 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	RFP Package / RFP Date

MBE/WBE 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

(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 MBE/WBE 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.

<b>Company</b>	<b>Company Representative</b>
<b>Date</b>	<b>Title</b>

**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 methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- \_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- \_\_\_ Sponsored Economic Inclusion event to provide networking opportunities
- \_\_\_ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- \_\_\_ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- \_\_\_ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- \_\_\_ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- \_\_\_ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- \_\_\_ Other  
Please list any other methods utilized that aren't covered above.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
                                    Street                                    City                                    Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## **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





## ***Request for Proposals***

### **Public Safety Emergency Operations Center Architectural/Engineering (A/E) Services**

For the design, construction and building systems integration of the LFUCG Emergency Operations Center, 115 Cisco Road within a County complex, formerly the LFUCG Youth Services Center .

May 2, 2013

# **Contents**

- I. Submission Requirements**
- II. Location**
- III. Proposed Project Description**
- IV. Proposal Format and Submission Requirements**
- V. Review Process, Qualifications, and Requirements**
- VI. Miscellaneous**
- VII. Exhibits**
  - Exhibit A: LFUCG EOC Program**
  - Exhibit B: Concept Diagram**

## **I. Submission Requirements**

### **Deadline for Responses**

This Request for Proposals (RFP) is being formally issued on May 6, 2013. All proposals must be received by the Lexington-Fayette Urban County Government (hereinafter LFUCG) Division of Purchasing at the address specified herein no later than 2:00 pm (EDT) on May 30, 2013. Proposals received after the deadline will not be accepted. Proposals must be delivered to the address below.

### **Pre-Proposal Conference and A/E Questions**

A pre-proposal meeting will be held at 3:00 pm (EDT) on May 16, 2013. The meeting will be held at:

Lexington-Fayette Urban County Government  
Temporary EOC  
115 Cisco Road  
Lexington, Kentucky 40507

All questions concerning this RFP must be submitted in writing to:

Todd Slatin, Director of Central Purchasing  
Lexington Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

or online at <https://lfucg.economicengine.com>

No questions will be responded to after 2:00 pm (EDT) May 21, 2013.

### **Submission Packages; Delivery Address**

The proposing Architect/Engineer (A/E) must submit seven (7) copies and one (1) signed original, along with one (1) electronic copy (Adobe PDF) of the complete submission package in a sealed envelope or package to the LFUCG Division of Purchasing at the following address prior to the deadline:

**LFUCG Division of Purchasing  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507**

The outside of the envelope or package should include the Architect /Engineer name, address and phone number; the response deadline and the phrase "RFP #15-2013 Public Safety EOC Architectural & Engineering Services." The submission package must include a certification identifying the officer(s) or other individual(s) submitting the RFP together with a statement that such officer(s) or individual(s) are legally authorized to enter into a contractual relationship on behalf of the Respondent. Please tag the original copy of the proposal and tag the fee section in all copies.

## **II. Location**

### **Location**

The proposed Public Safety Emergency Operations Center (EOC) will be located at 115 Cisco Road within a County complex, formerly the LFUCG Youth Services Center .

### **Proposed Project Schedule**

The project must be completed in time for full utilization in 2015.

A schedule has been developed for the project. Adherence to the schedule is a primary goal of this RFP as various State and Federal

deadlines are placed on LFUCG. The proposed project schedule is as follows:

- A. RFP Issued: May 6, 2013
- B. Pre-proposal Meeting: May 16, 2013
- C. Proposal Due: May 30, 2013

Firms may be shortlisted for interviews following submission of proposals.

- D. Interviews: June 2013
- E. Planning, design and various agency approvals are estimated to occur from July 2013 through April 2014.
- F. Bidding is estimated to occur from May 2014 through July 2014.
- G. Construction is estimated to occur from August 2014 through March 2015.
- H. Technology implementation is estimated to occur from April 2015 through January 2015.
- I. LFUCG estimates occupancy of facility in January 2015.

### **III. Proposed Project Description**

LFUCG wishes to retain an A/E team to provide services for the above mentioned project based upon the Programming and Planning Study and subsequent prototype concept plan design prepared by Schrader Group Architecture, LLC (SGA), dated August 15, 2012, as revised, and attached to this RFP.

LFUCG and the Federal Emergency Management Agency (FEMA) Chemical Stockpile Emergency Preparedness Program (CSEPP) anticipate renovating an approximately 32,000 square foot facility (formerly the LFUCG Youth Services Facility) located at 115 Cisco Road into a new Emergency Services Center. The LFUCG Department of Emergency Management (DEM) currently occupies temporary space to the south end of the building. A phased construction plan will be required that affords DEM continuity of operations during construction.

The new LFUCG Department of Public Safety (DPS) building will ultimately be a multi-function facility with multiple mission critical technology systems crucial to supporting CSEPP, local emergency management, LexCall 3-1-1, 911, public safety dispatch, first responders and LFUCG.

The conceptual floor plan provides for a public entry area allowing secure access to the LexCall 3-1-1 area, the DEM offices and the Press Briefing and conference spaces. The EOC, data rooms and Emergency Communications Center (ECC) are all located farther from the front entry to promote security for these spaces. The data center is located as central to the facility as possible to effectuate the shortest data runs possible to the various agencies.

The existing building shell, infrastructure, roof, systems and finishes will be upgraded in addition to the alterations that will be made to accommodate the program. The finished building will be energy efficient and contemporary in its final form.

The selected A/E firm shall take the concept plans developed by the CSEPP architect and provide the balance of schematic design, design development, construction and permitting documents, bid the project under Kentucky bidding requirements, and provide typical construction administration services per AIA B101-2007 documents.

The total construction budget for this project is \$6,900,000. The architect will be expected to maintain the proposed budget as part of the services provided to LFUCG. This is a fixed construction cost project and, in the event construction bids come in over this budget, the selected A/E firm will be expected to perform all activities, which

may include redesign and rebidding as needed, to bring construction costs within budget without any additional fees.

The selected A/E firm shall provide architecture, structural engineering, mechanical electrical, plumbing, fire protection, voice cabling, data cabling and security system design, including security camera systems and civil engineering. Site surveying and geotechnical engineering will be provided by LFUCG. Land development approval shall be provided by the selected A/E firm; however, actual time for the land development approval process shall be provided on an hourly basis.

The selected A/E firm shall provide all data cabling design as well as pathways and dry conduit design to support additional non-building technology requirements that will be installed in the facility under a separate project. These technologies can include wireless and data network equipment, 911 and administrative phones, audio visual and radio systems. LFUCG, in conjunction with FEMA Engineering Support, will work with the A/E firm to coordinate the inclusion of these additional requirements into their design.

Architectural oversight will be provided by FEMA Engineering Support/CSEPP. FEMA Engineering Support /CSEPP will provide document review at critical project milestones, project direction at the beginning of the project and several site visits during the construction period. The selected A/E firm will be contractually bound to LFUCG, not to FEMA CSEPP.

LFUCG will use separate funding to be applied toward demolition. The selected A/E firm will be required to prepare demolition instructions within four weeks of the kick-off to permit LFUCG to utilize this funding source.

Attachments to this RFP further defining the proposed project include:

- Attachment A: LFUCG EOC Program
- Attachment B: Concept Diagram

## IV. Proposal Format and Submission Requirements

### Submission Requirements

The proposing A/E must submit the information listed below. LFUCG reserves the right to request additional information following its review of initial submissions.

The proposing A/E must provide clear and concise answers to the following RFP requirements. The proposing A/E must address each of the following requirements with a tabbed section in the proposal document. Proposal content requirements are as follows:

#### A. Firm Identification – (Limited 2 pages)

Provide the following information about your firm:

- *Firm Name*
- *Address of office where the work will be conducted*
- *Phone Number*
- *Fax Number*
- *Designated Project contact*
- *Contact e-mail address*
- *Number of years the firm has been in business*
- *Location of branch offices*

#### B. Firm Overview – (Limit to 3 pages)

Provide a brief description of your firm, including the number of years providing architectural services. Describe the firm's operating philosophy. Include a statement describing the firm's recent experience with Kentucky public projects and EOC or critical facilities design.

#### C. Subconsultants – (Limit to 4 pages)

If outside (sub) consultants are utilized to perform any of the A/E services described, the proposing A/E must list these firms and describe the services they will provide. The proposing A/E must provide a brief firm description for (sub) consultant firms and also provide the same information for



these (sub) consultants firms as required in Items A and B above.

D. Team Organization and Resumes

Provide an organizational chart that illustrates the role the key team members will play in this project. Provide a resume for all key team members. Key team members include the Principal-in-charge, Project Manager, Project Architect, and the key team members of each consultant discipline correlating to these same positions.

E. Firm Experience – (Limit to 10 pages)

Provide the following information on similar completed projects of a comparable nature, including EOC or critical facilities design projects completed in the last five (5) years. Provide this information for no less than five (5) and no more than ten (10) projects.

- *Photography of the Project*
- *Name of the Project*
- *Location of the Project*
- *Construction Cost*
- *Year the Project was completed*
- *Name of Owner's representative with address and telephone number*

F. Ability to Complete Projects within Budget and Schedule Requirements – (Limit to 5 pages)

Choose not more than five (5) projects listed above that are most similar to this project and provide the following additional information:

- *Owner's Construction Budget*
- *Architect's Construction Estimate*
- *Total Contract Award*
- *Scheduled months for construction activities*
- *Actual months for construction activities*

G. Litigation and Claims

Provide the following information:

1. Provide the firm's Kentucky Architectural License number.
2. List any claims filed by an Owner against your firm or individuals in your firm for which you were providing professional services over the last five (5) years. Provide the name of the plaintiff, a brief description of the claim, the value of the claim and the outcome (if resolved) or current status.
3. Has any architect or licensed professional employed by your firm had their license revoked or suspended in the last ten (10) years? If so, provide the name and the situation.

H. Summary Statement

Provide a summary statement of not more than one (1) page that summarizes the reasons you feel your firm is best suited for this project.

I. Project References

List not more than ten (10) client references of similar projects. Provide Owner name, contact name, address, telephone number and e-mail address.

J. Project Fee

Provide a fixed fee for the professional services described above. The fee for each task must include all professional services described in this RFP. The proposed fixed fee should be broken down as follows:

<u>TASK</u>	<u>FEE</u>
Balance of Schematic Design Phase	_____
Design Development Phase	_____
Construction Document Phase	_____
Bidding Phase	_____
Construction Administration and Close Out	_____
Reimbursables	_____
<b><u>Total Proposed Fee</u></b>	_____

Provide hourly rates for consultants who will be involved with the land development approval process.

K. Form of Agreement

The Form of Agreement to be used shall be the "Standard Form of Agreement Between Owner and Architect, AIA B101-2007" modified to reflect this specific project and as follows:

L. Contract

Submit a proposed contract for all work described in this RFP. The proposed contract must address the following insurance and indemnification provisions:

**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.

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

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

#### 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.

00390169

## **V. Review Process, Qualifications and Requirements**

Review criteria will include but are not limited to:

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



The proposing A/E firm shall possess the following qualifications:

- A. Knowledge of current applicable statutes and codes related to building projects in Kentucky.
- B. Knowledge of current applicable recommendations related to FEMA requirements for critical building projects.
- C. Knowledge of current applicable standards for telecommunications sites, including Motorola *“Standards and Guidelines for Communication Sites, R56,”* 2005, as amended.
- D. Knowledge of Commonwealth of Kentucky, CSEPP, LFUCG, Programming and Planning Study, August 15, 2012.
- E. Maintain Professional Liability Insurance with at least the minimum coverage as stated in Section 4.
- F. Ability to prepare and submit to appropriate State and Local approval agencies all necessary documents in proper form and in a timely manner.
- G. The prime architect must directly employ personnel in-house to perform seventy-five percent (75%) of the actual architectural work.

The proposing A/E firm shall fulfill the following project responsibilities:

- A. Participate as a responsible, cooperative and contributing member of the design and construction team.
- B. Manage and complete the design within the defined time schedule, approved budget and the quality guidelines.

- C. Represent the best interests of the Owner in the performance of services toward the expeditious and efficient completion of the project.
- D. Work in a coordinated fashion with the CSEPP architect and FEMA Technical Engineering Support for the project.

The selected A/E firm shall provide the following services in conformance with the AIA B101-2007 (modified specifically for this project):

- 1. Architecture
- 2. Structural engineering
- 3. Mechanical electrical, plumbing, fire protection design, data and security systems design
- 4. Civil engineering
- 5. Project master schedule for design
- 6. Transition planning coordination with LFUCG

Site surveying and geotechnical engineering shall be provided by LFUCG.

Land development approval shall be provided by the selected A/E firm; however, actual time for the land development approval process shall be provided on an hourly basis.

## **VII. Miscellaneous**

All requests for additional information regarding this RFP must be submitted by email or hard copy to:

Todd Slatin, Director of Central Purchasing  
Lexington Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507  
tslatin@lexingtonky.gov

Such requests must be received by Mr. Slatin no later than 2:00 PM (EST) on May 21, 2013.

Proposals may not be withdrawn during the 90-day period from the submission deadline date.

The proposing A/E will be solely responsible for all costs they incur in preparing responses to this RFP. Respondents selected for formal presentations or contract negotiation will be solely responsible for all costs incurred for such.

All proposals received will remain the property of the LFUCG and shall be retained by the LFUCG. Respondents should be aware that proposals are considered open records and therefore subject to governing state law.

Final terms and conditions regarding the architectural services provided will be finalized in a project agreement between the LFUCG and the selected A/E firm. The contents of the proposal submitted by the successful A/E firm may constitute the agreement either in part or in whole, at the sole discretion of the LFUCG.



MURPHY GRAVES  
ARCHITECTS

Proposal

for the

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

**EMERGENCY OPERATIONS CENTER**

LEXINGTON, KENTUCKY

May 30, 2013



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COVER LETTER

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

RE: Lexington-Fayette Urban County Government Emergency Operations Center

Dear Mr. Slatin and Selection Committee Members,

On behalf of the Murphy + Graves Architects Team, I want to present our proposal to provide architectural services for the above referenced project. Having completed numerous EOC, 911 and technology/data centers across the Commonwealth, we recognize the significance of this project, as well as the impact it will have on our community! This facility will represent safety, stability and strength in the event of a disaster of any size and on a daily basis.

In addition to similar experience, we also understand the consequences of a community with inadequate emergency facilities. This familiarity comes from our involvement in the rebuilding of West Liberty/Morgan County, Kentucky after it was destroyed by an F3 tornado just over a year ago. Seeing this devastation first-hand has given us an appreciation and determination to produce emergency facilities that are fully-equipped, efficient and will remain standing when everything else around it falls - facilities that will not fail its operators or community.

As requested in the RFP, the following document presents our Team's qualifications and experience in the format specified. Company information for each participating firm, as well as our project philosophy, can be found in Sections "A", "B" and "C". Sections "D" and "E" contain a Team Organization Chart, resumes for key personnel and project sheets showcasing similar experience. Proof of our ability to complete projects on time, within budget and as per the need of the owner can be found in Section "F", followed by a statement regarding Litigation and Claims in Section "G". The Team's Summary Statement and a list of project references are located in Section "H" and "I". Our proposed project fee and draft AIA B101-2007 contract are located in Sections "J" and "K", and all required forms are in Section "L".

Our Team realizes the importance of this project and would be honored to assist LFUCG in creating a facility that will fit your current and future needs. We truly appreciate the opportunity to submit our qualifications and look forward to discussing your project further in an interview setting.

Sincerely,

Chuck Trimble, Principal  
Murphy + Graves Architects  
Chuck@murphygraves.com



www.oxfordjournals.org



FIRM IDENTIFICATION



# SECTION A - FIRM IDENTIFICATION

<b>Firm Name:</b>	Murphy + Graves Architects, PLLC
<b>Address:</b>	3399 Tates Creek Road Suite 250 Lexington, Kentucky 40502
<b>Phone:</b>	859.559.0504
<b>Fax:</b>	859.559.0523
<b>Project Contact:</b>	Chuck Trimble, Principal-in-Charge
<b>Email:</b>	Chuck@murphygraves.com
<b>Years in Business:</b>	8 years
<b>Branch Offices:</b>	N/A

What is the relationship between  
Capital and Investment with  $m = 1$ ?



**FIRM OVERVIEW**

# SECTION B - FIRM OVERVIEW

## OVERVIEW / OPERATING PHILOSOPHY

Murphy + Graves Architects is more than just a professional design firm. We are industry leaders that take pride in offering our clients the highest caliber of service while producing cost-effective, community-focused facilities. Our Team is dedicated to understanding the unique vision and achieving the individual goals of each client, which is why we routinely commit our best resources to every project.

After 20 years of practicing in the state's largest architectural firm, Principal, Tim Murphy, decided that getting back to the core of the profession was essential. We decided to focus not only on the structure, but primarily on the end-user experience. Since 2004, this philosophy has allowed us to differentiate ourselves by offering a higher quality of service and more efficient solutions than our competitors. From day one, we have operated based on the following principles:

### *Small Firm Attention:*

We believe that in order to provide effective solutions, we must truly understand your needs, vision and goals. You will receive the dedicated attention of a partner in the firm, whom will oversee every step of your project. Chuck Trimble will serve as the Principal-in-Charge, and Frank Culberson as the Project Manager and your point of contact from beginning to end. Rest assured, you will never be passed off to junior professionals. Taking a vested interest in your project not only produces a more successful facility, it allows us to deepen our expertise and give back to the communities in which we work. It is important for us to do what we do best - serve our clients one-on-one, which is something you won't find with other firms.

### *A Commitment to Excellence:*

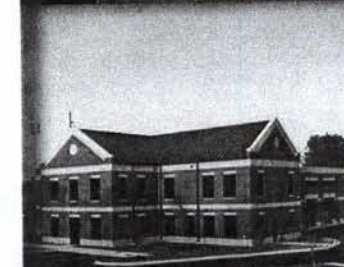
Maintaining a standard of excellence is not an option, and we take that responsibility very seriously. From delivery of service to caliber of design, our clients expect nothing but the best because that is the foundation on which we built our practice. By focusing on a limited number of projects, our professionals are better able to serve our clients and deliver a higher quality product. In the end, every owner is looking for a firm that shares the mission of serving their users and providing the most facility for the money available. We take pride in the fact that, due to a proven process and focused approach, our projects routinely come on time and within budget.

### *Client-Centered:*

First and foremost, we listen in order to understand our clients' needs, then integrate our expertise and deliver unique and effective results. Our job is to present the client with realistic options and work to make an educated decision as to which will best serve their short and long-term needs. *There are no cookie-cutter solutions when it comes to public safety or emergency operations*, but we work diligently to offer fresh and sustainable ideas, as well as represent our clients with the utmost integrity.

## RELEVANT EXPERIENCE

Our experience consists primarily of projects completed for units of local government such as counties and cities, within the Commonwealth of Kentucky. We are intimately familiar with state regulations and regularly assist our clients with the public bidding process. Regardless of the scope of work, budgetary constraints or other dynamic variables, we welcome the opportunity to help publicly funded projects achieve their full potential.



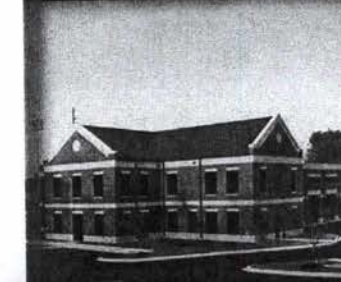
## SECTION B - FIRM OVERVIEW

Our Team has extensive experience completing mission critical facilities throughout the Commonwealth, and are currently working on EOC projects in Powell, Rockcastle and Madison County. We maintain an unwavering commitment to each assignment from design and bidding thru construction and post-occupancy. Our primary goal with any project is to make sure that the facility is efficient, manageable and meets the owner's current and future needs.

We know that public safety facilities are significant, long-term investments made to ensure the well-being of our communities. They must be flexible enough to meet future demands and durable enough to withstand extreme use. However, the program and detailed functions of every department are different, which is why the design should be tailored to the personnel that will use them.

In addition to specific department needs, emergency management facilities are far more complex than the typical commercial or institutional buildings when it comes to code and operational constraints. NFPA requirements, NIOSH standards, ADA and FEMA protocols are only a few of the additional standards to which your facility will be held. We will provide solutions that not only meet your current and future needs, but also satisfy the stern national, state and local code requirements.

Our Team's knowledge transcends construction documents, and delves into the inner workings of today's public safety environments – spaces that support operators at all times; increase awareness and efficiency during an emergency; and promote stability within the community.



1. The first step is to identify the project goals and objectives. This involves understanding the client's needs and the project's scope. Once the goals are clear, the next step is to develop a project plan. This plan should outline the project's timeline, resources, and risks. The third step is to communicate the project plan to the client and other stakeholders. This ensures that everyone is on the same page and understands the project's progress. Finally, the project is executed, and the results are evaluated against the original goals and objectives.



**SUBCONSULTANTS**

# SECTION C - SUBCONSULTANTS

Following comprehensive review of the RFP, evaluation of the scope of work and thorough pre-proposal research, Murphy + Graves Architects has compiled a group of innovative professionals that are committed to producing all-inclusive designs for complex facilities that serves as a nerve center during both minor emergencies and large disasters. Each discipline requested has been accounted for and will be met with extensive knowledge and skill. Our staff is available and capable of providing a cost-effective and secure facility that will meet LFUCG's current and future needs. **This exact team is also currently completing the Madison, Rockcastle and Powell County EOCs.** The proposed Team includes:

<b>Firm Name:</b>	<b>Marcum Engineering</b>
<b>Project Services:</b>	Mechanical, Electrical and Fire Protection Engineering
<b>Address:</b>	500 South 17th Street Paducah, Kentucky 42003
<b>Phone:</b>	270.443.9274
<b>Fax:</b>	270.443.1904
<b>Project Contact:</b>	Baccus Oliver, P.E.
<b>Email:</b>	boliver@marcumengineering.net
<b>Years in Business:</b>	31 years
<b>Branch Offices:</b>	N/A
<b>Description:</b>	<p>Bacon Farmer Workman Engineering &amp; Testing, Inc. and Marcum Engineering, LLC are multidiscipline firms that provide professional engineering services to clients throughout multiple states including Kentucky, Illinois, Tennessee, Indiana, Missouri and Ohio. Both companies are located under one roof, streamlining the communication between the disciplines and creating a smoother design process for each project. They offer a complete engineering package from mechanical engineering and HVAC design to structural design and construction materials testing.</p> <p>Bacon, Farmer, Workman and Marcum's staff consists of over 70 engineering professionals including structural engineers, civil engineers, transportation engineers, electrical engineers, mechanical engineers, LEED accredited professionals and a support staff that is highly trained and educated in their respective fields. Additionally, they employ three full-time construction administrators, and their construction materials laboratory is AASHTO accredited for R-18 and validated by the United States Army Corps of Engineers.</p>

# SECTION C - SUBCONSULTANTS

<b>Firm Name:</b>	<b>Bacon, Farmer, Workman Engineering &amp; Testing, Inc.</b>	
<b>Project Services:</b>	Structural Engineering	
<b>Address:</b>	500 South 17th Street Paducah, Kentucky 42003	
<b>Phone:</b>	270.443.1995	
<b>Fax:</b>	270.443.1904	
<b>Project Contact:</b>	Mark Workman	
<b>Email:</b>	mworkman@bfwengineers.com	
<b>Years in Business:</b>	16 years	
<b>Branch Offices:</b>	<ul style="list-style-type: none"> <li>• Murray, Kentucky</li> <li>• Marion, Illinois</li> </ul>	<ul style="list-style-type: none"> <li>• Lewisburg, Tennessee</li> </ul>
<b>Description:</b>	<p>Bacon Farmer Workman Engineering &amp; Testing, Inc. and Marcum Engineering, LLC are multidiscipline firms that provide professional engineering services to clients throughout multiple states including Kentucky, Illinois, Tennessee, Indiana, Missouri and Ohio. Both companies are located under one roof, streamlining the communication between the disciplines and creating a smoother design process for each project. They offer a complete engineering package from mechanical engineering and HVAC design to structural design and construction materials testing.</p> <p>Bacon, Farmer, Workman and Marcum's staff consists of over 70 engineering professionals including structural engineers, civil engineers, transportation engineers, electrical engineers, mechanical engineers, LEED accredited professionals and a support staff that is highly trained and educated in their respective fields. Additionally, they employ three full time construction administrators, and their construction materials laboratory is AASHTO accredited for R-18 and validated by the United States Army Corps of Engineers.</p>	

<b>Firm Name:</b>	<b>Palmer Engineering</b>
<b>Project Services:</b>	Civil Engineering / Land Development Approval
<b>Address:</b>	400 Shoppers Drive P.O. Box 747 Winchester, Kentucky 40392
<b>Phone:</b>	859.744.1218
<b>Fax:</b>	859.744.1266
<b>Project Contact:</b>	Chris Mischel, P.E., LEED AP, CPESC
<b>Email:</b>	cmischel@palmernet.com
<b>Years in Business:</b>	43 years

# SECTION C - SUBCONSULTANTS

<b>Firm Name:</b>	<b>Palmer Engineering</b>	
<b>Branch Offices:</b>	<ul style="list-style-type: none"> <li>• Louisville, Kentucky</li> <li>• Lexington, Kentucky</li> <li>• Nashville, Tennessee</li> <li>• Cincinnati, Ohio</li> </ul>	<ul style="list-style-type: none"> <li>• Green, Ohio</li> <li>• Indianapolis, Indiana</li> <li>• Orlando, Florida</li> <li>• Teays Valley, West Virginia</li> </ul>
<b>Description:</b>	<p>Palmer Engineering Company (Palmer), incorporated on February 25, 1969, is a civil/structural engineering and surveying consulting firm. Over the past 43 years, Palmer's professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially-accountable manner. As a result, Palmer has successfully completed more than 3,000 projects for approximately 700 clients. Local Public Agencies and Departments of Transportation constitute Palmer's largest business sectors.</p> <p>With headquarters in Winchester, Kentucky, and nine other offices, the firm has 88 employees, including 38 registered professional engineers, three registered structural engineers, nine registered land surveyors, and nine engineers-in-training available to provide the highest quality engineering services.</p>	

<b>Firm Name:</b>	<b>Barrett Partners, Inc.</b>
<b>Project Services:</b>	Landscape Architecture   MBE/WBE
<b>Address:</b>	209 E. High Street Lexington, Kentucky 40507
<b>Phone:</b>	859.381.9697
<b>Fax:</b>	N/A
<b>Project Contact:</b>	Tony Barrett, ASLA, LEED AP
<b>Email:</b>	tony@barrettpartnersinc.com
<b>Years in Business:</b>	14 years
<b>Branch Offices:</b>	N/A

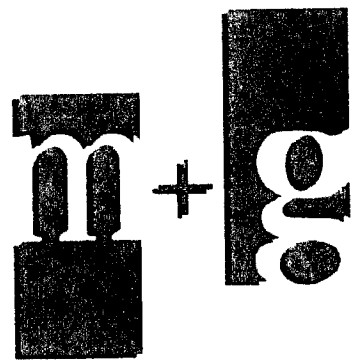


# SECTION C - SUBCONSULTANTS

<b>Firm Name:</b>	<b>Barrett Partners, Inc.</b>
<b>Description:</b>	<p>Barrett Partners, Inc. is a specialized firm offering services in site planning and design, land use planning, master planning, zoning, and community development planning. Formed in 1999, Barrett Partners operates by allowing the natural and cultural features to guide design while balancing existing and created elements to achieve client satisfaction. Their projects vary in size and scope, as well as location however most are within the central Kentucky area. The firm's expertise includes planning and landscape architecture for small or large-scale planned infill developments; public and commercial properties; and private residences.</p> <p>Barrett Partners' experience includes working on many successful public projects as prime or as a sub-consultant in Lexington and throughout Kentucky. Projects include the Lexington Fayette Urban County Government with the Divisions of Water Quality, Engineering, Solid Waste, and Parks and Recreation as well as the Lexington Downtown Development Authority. Other projects have been under the direction of the Kentucky Finance and Administration Cabinet, the Kentucky Transportation Cabinet, the University of Kentucky, as well as judicial, library and school agencies.</p>
<p>A copy of their MBE/WBE Certificate is located in Section L, "Forms"</p>	

<b>Firm Name:</b>	<b>Paladin, Inc.</b>
<b>Project Services:</b>	Commissioning Authority   MBE/WBE
<b>Address:</b>	143 Walton Avenue Lexington, Kentucky 40508
<b>Phone:</b>	859.252.3047
<b>Fax:</b>	859.252.0420
<b>Project Contact:</b>	Candice Rogers, CCP, CxA, LEED AP BD+C
<b>Email:</b>	rogersc@paladinky.com
<b>Years in Business:</b>	27 years
<b>Branch Offices:</b>	N/A
<b>Description:</b>	<p>Paladin is a WBE firm that has helped owners solve building "issues" for more than 25 years. The firm's commissioning process has developed a very practical and outcome-driven approach to identifying challenges early and working as a Project Team to solve them. Experience has led us to anticipate potential issues and work through the topics proactively.</p> <p>Paladin's has extensive expertise with high-profile, mission critical facilities, and has completed numerous projects for LFUCG. This experience includes Commonwealth of Kentucky EOC, OCAE Burlington Readiness Center, Statewide Building Investigation, as well as numerous project contracted directly with LFUCG and the Commonwealth of Kentucky.</p>
<p>A copy of their MBE/WBE Certificate is located in Section L, "Forms"</p>	

1. The first step is to identify the key skills and experiences that are most relevant to the job you are applying for. This involves a thorough review of the job description and a reflection on your own background.



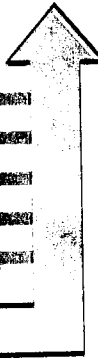
## ORGANIZATION AND RESUMES

# SECTION D - TEAM ORGANIZATION AND RESUMES

The proposed team has been assembled because of the unique talents and defined expertise each firm offers. We have a familiarity with federal, state and local regulations, as well as a consistent track record of completing projects on schedule and budget. This exact team is also currently working with Mission Critical Partners and Schrader Group Architecture to design and construct three other EOCs in Kentucky. We are confident that our knowledge, expertise and experience will meet and/or exceed your expectations.



DEPARTMENTS /  
STAKEHOLDERS

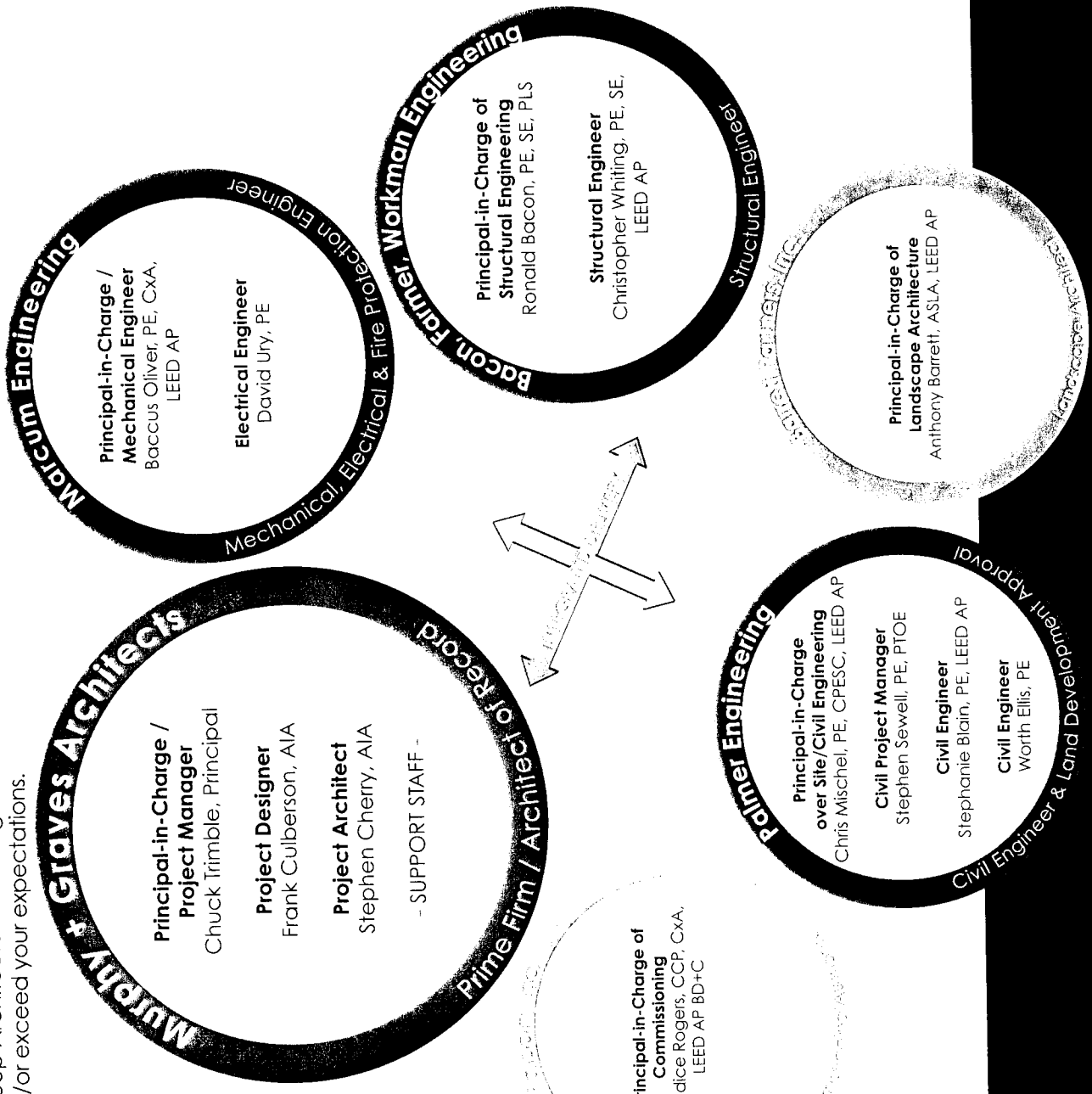


ARCHITECTURAL OVERSIGHT /  
TECHNOLOGY



MissionCriticalPartners

MURPHY · GRAVES  
ARCHITECTS



**Marcum Engineering**  
Mechanical, Electrical & Fire Protection Engineer

**Principal-in-Charge / Mechanical Engineer**  
Baccus Oliver, PE, CxA, LEED AP

**Electrical Engineer**  
David Ury, PE

**Bacon, Farmer, Workman Engineering**  
Structural Engineer

**Principal-in-Charge of Structural Engineering**  
Ronald Bacon, PE, SE, PLS

**Structural Engineer**  
Christopher Whiting, PE, SE, LEED AP

**Prattel Engineering**  
Civil Engineer & Land Development Approval

**Principal-in-Charge of Landscape Architecture**  
Anthony Barrett, ASLA, LEED AP

**Murphy & Graves Architects**  
Principle Firm / Architect of Record

**Principal-in-Charge / Project Manager**  
Chuck Trimble, Principal

**Project Designer**  
Frank Culbertson, AIA

**Project Architect**  
Stephen Cherry, AIA

- SUPPORT STAFF -

**Prattel Engineering**  
Principal-in-Charge of Commissioning

Candice Rogers, CCP, CxA, LEED AP BD+C

**Prattel Engineering**  
Civil Engineer & Land Development Approval

**Principal-in-Charge over Site/Civil Engineering**  
Chris Mischel, PE, CPESC, LEED AP

**Civil Project Manager**  
Stephen Sewell, PE, PTOE

**Civil Engineer**  
Stephanie Blain, PE, LEED AP

**Civil Engineer**  
Worth Ellis, PE



# CHUCK TRIMBLE, PRINCIPAL PRINCIPAL-IN-CHARGE / PROJECT MANAGER

Mr. Trimble brings more than 20 years experience in the fields of Architecture and Construction. He began his career at the largest design firm in the state, then founded his own architecture firm with clients throughout the Commonwealth.

Just prior to joining Murphy + Graves, Chuck started a Construction Management company with projects completed in Kentucky, Ohio and North Carolina.

Chuck's construction and detailing experience will be of paramount importance throughout the duration of your project. He will manage the firm's quality control efforts and oversee each Team member to ensure that all documents meet our standard of excellence.

## RELEVANT EXPERIENCE:

**Madison County Emergency Operations Center**  
Richmond, Kentucky

**Powell County Emergency Operations Center**  
Stanton, Kentucky

**Rockcastle County Emergency Operations Center**  
Mt. Vernon, Kentucky

**Madison County EMS Center**  
Richmond, Kentucky

**Campus Police / Emergency Operations Center**  
Murray State University

**Carlisle County Judicial Center / 911 Communication Center**  
Bardwell, Kentucky

**Carlisle County EMS / Extension Office**  
Bardwell, Kentucky

**Morgan County Courthouse**  
West Liberty, Kentucky

**Whitley County Judicial Center**  
Williamsburg, Kentucky

**Space Science Center**  
Morehead State University

## EDUCATION

University of Kentucky  
College of Architecture

## SPECIFIC ROLE

Chuck will oversee all team efforts, as well as review each set of drawings from Schematics to Construction, assessing:

- Constructability
- Coordination with-in trades
- Clarity & Ease of Understanding

Quality Documents lead to **better bids** and less Change Orders during construction.



## FRANK CULBERSON, AIA PROJECT DESIGNER

Mr. Culberston has 23 years of experience as a Project Manager and Lead Architect on a variety of projects throughout the southeastern United States. His project experience range includes public safety facilities, commercial and medical offices, higher education and K-12 facilities, medium and high-rise residential developments, public libraries, religious buildings and industrial structures.

One of Frank's greatest strengths is understanding how design can effect multiple agencies operating under one roof. From shared amenities and integration of safety technology to user circulation and restricted access to specific areas, he designs functional spaces that serve the needs of its users.

### RELEVANT EXPERIENCE:

**Madison County Emergency Operations Center**, Richmond, Kentucky

**Powell County Emergency Operations Center**, Stanton, Kentucky

**Rockcastle County Emergency Operations Center**, Mt. Vernon, Kentucky

**Midway College of Pharmacy Building**, Pikeville, Kentucky

**East Mignon Residence Hall Renovation**, Morehead State University

**Verity Middle School Addition and Renovation**, Ashland, Kentucky

**Child Development Centers of the Bluegrass**, Lexington, Kentucky

**Poage Elementary School Addition**, Ashland, Kentucky

**Kimper Elementary School Renovation**, Pike County, Kentucky

**Poinciana Professional Park**, Naples, Florida\*

**Alliance Financial Center**, Ft. Myers, Florida\*

**Medical Office Tower**, Ft. Myers, Florida\*

**Owensboro Technology Center**, Owensboro, Kentucky\*

**Lincoln County Technology Center**, Stanford, Kentucky\*

**Health Park South Medicine Center**, Ft. Myers, Florida\*

**Riverwalk Orthopedic/Sports Medicine Center**, Ft. Myers, Florida\*

**Ft. Myers Beach Public Library**, Ft. Myers, Florida\*

**Quest Community Church**, Lexington, Kentucky\*

\*Denotes experience prior to joining Murphy + Graves.

### EDUCATION

University of Kentucky  
B. Architecture Degree

### REGISTRATION

Commonwealth Of Kentucky  
# 5295

State of Florida  
# 13416

State of North Carolina  
#9859

Commonwealth of Virginia  
# 014449

State of Ohio  
# 0814775

State of Missouri  
#A-2011008142

NCARB Certificate  
# 48421

### AWARDS

Southwest Florida AIA Chapter  
- 1993 Design Award for the  
Riverwalk Orthopedic Center in  
Ft. Myers, Florida

AIA Kentucky - 2002 Design Honor  
Award for the Bowling Green  
Junior High School, Bowling  
Green, Kentucky



## STEPHEN B. CHERRY, AIA, LEED AP PROJECT ARCHITECT

Mr. Cherry has 34 years of experience as a Project Manager and Design Architect, which has allowed him to be involved with a wide range of building types in both the public and private sectors. His expertise includes healthcare facilities (hospitals, medical office buildings); fitness centers; non-profit organizations (offices and public housing); public utilities; K-12 and higher education facilities (athletic centers, student housing, recreation and classroom buildings); banking institutions; facilities for local government (agency offices, corrections institutions and community centers); state government facilities (military facilities, office buildings, sports facilities and law enforcement centers); federal government buildings (courts and office facilities); and private sector projects (restaurants).

It is Steve's belief that one of the most critical components of successful design is clear communication among the design team, the Owner and the construction professionals. The architect's and project manager's familiarity with good design principals and current building technology, as well as the ability to convey that information clearly to the client, is the key to a successful project.

### RELEVANT EXPERIENCE:

**Louisville Gas & Electric, Mill Creek Plant Admin. Building**, Louisville, Kentucky

**UofL Hospital Emergency Room Expansion**, Louisville, Kentucky

**Kentucky Air National Guard Operations and Training Facility**, Standiford Field, Louisville, Kentucky

**Owensboro Readiness Facility, Kentucky Army National Guard** (Owner's Consulting A/E: program manager, bridging documents)

**Paducah Readiness Facility, Kentucky Army National Guard** (Owner's Consulting A/E: program manager, bridging documents)

**Gene Snyder Courthouse Customhouse A/R**, Louisville, Kentucky

**Building Evaluations for the General Services Administration (Atlanta District):**

- Federal Building, Louisville, Kentucky
- US Post Office/Courthouse, Lexington, Kentucky
- Federal Building/Courthouse, London, Kentucky
- Social Security Administration Building, Corbin, Kentucky
- Social Security Administration Payment Center, Birmingham, Alabama
- US Army Corps of Engineers Facility, Vicksburg, Mississippi
- Federal Building, Memphis, Tennessee
- Gene Snyder Courthouse Customhouse, Louisville, Kentucky

**Feasibility Study for Federal Courthouse Facility** (former Whittle Communications Facility), Knoxville, Tennessee

**Internal Revenue Service Center Renovations**, Covington, Kentucky

**Internal Revenue Service Center**, Memphis, Tennessee

**Kentucky State Police Post No. 4**, Elizabethtown, Kentucky

### EDUCATION

University of Kentucky  
B. Architecture Degree

- LEED Accredited Professional

### REGISTRATION

Commonwealth Of Kentucky  
# 2188

State of Illinois  
# 001-014191

State of Ohio  
#0313326

NCARB Certificate  
# 23141

### Professional Practice

Baccus has extensive experience in all aspects of heating, ventilation, air conditioning, refrigeration, plumbing, fire suppression and mechanical design including ductwork, piping systems, steam systems and insulation systems. Experienced in project conception, project cost estimating, creation of engineering drawings, specifications/contracts, project scheduling, project quality and cost control.

Baccus is a Principal at Marcum Engineering, LLC and serves as Project Manager and Mechanical Engineer for all major projects.

### Project Experience (Partial List):

- ❖ Murray State University-Public Safety Building-New Facility: Murray, Kentucky
- ❖ Rockcastle County Emergency Operations Center-New Facility: Mt. Vernon, Kentucky
- ❖ Powell County Emergency Operations Center-New Facility: Stanton, Kentucky
- ❖ Jama M. Young Secure Technology Building-New Facility Glasgow, Kentucky
- ❖ Muhlenberg Emergency Operations Center-New Facility: Powderly, Kentucky
- ❖ West Kentucky Rural Electric-New Facility to include secure technology "bunker": Graves County, Kentucky
- ❖ Lake of Egypt Fire Station-New Facility: Lake of Egypt, Illinois
- ❖ Reidland Fire Station-New Facility: Reidland, Kentucky
- ❖ McCracken County Emergency Operations Center-New Facility: Paducah/McCracken County, Kentucky
- ❖ Murray Police and Fire Station-New Facility: Murray, Kentucky
- ❖ Paducah Police Department-MEP Renovations: Paducah, Kentucky
- ❖ Mann Theatre Secure Operations Building-Renovations of existing building: Ft. Campbell, Kentucky



### **Education:**

University of Kentucky  
B.S. Mechanical Engineering,  
1992

### **Professional Registration:**

State of Kentucky  
Professional Engineer-  
#19897

Registered Engineer in  
Kentucky, Tennessee,  
Missouri, Indiana, & Michigan

### **Professional Affiliations:**

National Society of  
Professional Engineers  
Kentucky Society of  
Professional Engineers  
National Fire Protection  
Association  
West Kentucky Construction  
Association  
KSPE Board of Directors  
WKCA – AGC, Public &  
Industry Relations  
Committee

**Member USGBC (US Green  
Building Council)**

### **Years of Experience:**

21

### **Project Assignment:**

Senior Engineer/Principal-  
Mechanical Engineering

**Professional Practice:**

David's career has been dedicated to the design of electrical, lighting and communication systems for educational, commercial and industrial facilities. David has 6 years of exclusive experience involving renovation projects for the City of St. Louis, Missouri. With this experience, David has developed insight and problem solving abilities for the most demanding of projects. This background and experience has also been applied in the electrical design of renovation and new construction in West Kentucky since 1990. With this background, David is able to provide unique insight and solutions to some of the most demanding design and construction projects. With experience in all facets of project development from conception to construction supervision, all project demands can be met using cost effective approaches.

David is a Principal at Marcum Engineering, LLC and serves as Project Manager and Electrical Engineer for all projects.

**Project Experience (Partial List):**

- ❖ Muhlenberg Emergency Operations Center-New Facility: Powderly, Kentucky
- ❖ Rockcastle County Emergency Operations Center-New Facility: Mt. Vernon, Kentucky
- ❖ Powell County Emergency Operations Center-New Facility: Stanton, Kentucky
- ❖ West Kentucky Rural Electric-New Facility to include secure technology "bunker": Graves County, Kentucky
- ❖ Lake of Egypt Fire Station-New Facility: Lake of Egypt, Illinois
- ❖ Reidland Fire Station-New Facility: Reidland, Kentucky
- ❖ McCracken County Emergency Operations Center-New Facility: Paducah/McCracken County, Kentucky
- ❖ Murray Police and Fire Station-New Facility: Murray, Kentucky
- ❖ Mann Theatre Secure Operations Building-Renovations of existing building: Ft. Campbell, Kentucky
- ❖ Murray State University-Public Safety Building-New Facility: Murray, Kentucky
- ❖ Jama M. Young Secure Technology Building-New Facility Glasgow, Kentucky



**Education:**

University of Missouri Rolla,  
B.S. Electrical Engineering,  
1984

**Professional Registration:**

State of Kentucky  
Registered Professional  
Engineer-# 16376

Registered Professional  
Engineer in Kentucky,  
Tennessee, Missouri,  
Michigan, Indiana, Arkansas

**Years of Experience:**

29

**Project Assignment:**

Senior Engineer/Principal-  
Electrical Engineering



## Professional Practice

Ronald S. Bacon, P.E. has served as Vice President of Bacon Farmer Workman Engineering & Testing, Inc., since joining the firm in 1998. Mr. Bacon has provided project management services for a wide variety of clients, including state and local government agencies and his federal agency clients include FHSW, HUD, FAA, and the Corps of Engineers.

Mr. Bacon has nearly three decades of experience in the management of design/construction for both small and large projects. Ron specializes in major civil, structural and transportation projects for the firm, and provides wide variety of services to our clients including: engineering design, project management, specification writing, bidding, cost estimating, construction administration, programming and master planning.

## Project Experience (Partial List):

- ❖ Murray State University-Public Safety Building-New Facility: Murray, Kentucky
- ❖ Muhlenberg Emergency Operations Center-New Facility: Powderly, Kentucky
- ❖ Rockcastle County Emergency Operations Center-New Facility: Mt. Vernon, Kentucky
- ❖ Powell County Emergency Operations Center-New Facility: Stanton, Kentucky
- ❖ Lake of Egypt Fire Station-New Facility: Lake of Egypt, Illinois
- ❖ Reidland Fire Station-New Facility: Reidland, Kentucky
- ❖ McCracken County Emergency Operations Center-New Facility: Paducah/McCracken County, Kentucky
- ❖ New Emergency Operations Center-Westlake Chemical Corporation: Calvert City, Kentucky
- ❖ Southern Illinois University, Communications Building Renovations and Additions: Carbondale, Illinois
- ❖ Carlisle County Judicial Center-New Facility: Bardwell, Kentucky
- ❖ Livingston County Administrative Building and Offices-New Facility: Smithland, Kentucky



### **Education:**

University of Kentucky, B.S.  
Civil Engineering, 1977

### **Professional Registration:**

State of Kentucky Professional  
Engineer, #12510

State of Kentucky Professional  
Structural Engineer, #12510

State of Kentucky Professional  
Land Surveyor, # 2529

Registered Professional  
Engineer: Illinois, Kentucky,  
Mississippi, Ohio, Tennessee

### **Years of Experience:**

36

### **Project Assignment:**

Principal-In Charge-Structural

# Christopher Whiting, PE, SE, LEED AP

## Senior Structural Engineer



BACON | FARMER | WORKMAN  
ENGINEERING & TESTING, INC.

### Professional Practice:

Chris is highly educated in the area of professional engineering having earned both a B.S. degree and Masters Degree in Civil Engineering from Southern Illinois University at Carbondale. Chris has concentrated his professional abilities in the area of structural engineering and is a registered professional structural engineer in the state of Illinois.

Mr. Whiting has worked as project manager on various types of projects from highway design to primary and post-secondary education projects. Chris began his career with the Illinois Department of Transportation and has worked for architects as well as Whiting Structural Engineers before joining the Bacon Farmer Workman Engineering team.

### Project Experience (Partial List):

- ❖ Murray State University-Public Safety Building-New Facility: Murray, Kentucky
- ❖ Muhlenberg Emergency Operations Center-New Facility: Powderly, Kentucky
- ❖ Rockcastle Count Emergency Operations Center-New Facility: Mt. Vernon, Kentucky
- ❖ Powell County Emergency Operations Center-New Facility: Stanton, Kentucky
- ❖ Lake of Egypt Fire Station-New Facility: Lake of Egypt, Illinois
- ❖ Reidland Fire Station-New Facility: Reidland, Kentucky
- ❖ McCracken County Emergency Operations Center-New Facility: Paducah/McCracken County, Kentucky
- ❖ New Emergency Operations Center-Westlake Chemical Corporation: Calvert City, Kentucky
- ❖ Williamson County Airport Fire Station-New Addition: Marion, Illinois (*With Whiting Structural Engineers*)
- ❖ Nordenia Fire Station-New Facility: Nordenia, Illinois (*With Hodge Design*)
- ❖ Williamson County Administration Building-New Facility: Marion, Illinois
- ❖ Livingston County Judicial Center-New Facility: Smithland, Kentucky
- ❖ Southern Illinois University-Communications Building Renovations and Additions: Carbondale, Illinois



### Education:

Southern Illinois University  
Bachelor of Science-Civil  
Engineering, 1999

Southern Illinois University  
Masters of Science-Civil  
Engineering, 2001

### Professional Registration:

Registered Engineer in  
Illinois, Kentucky,  
Mississippi, Indiana,  
Missouri & Florida

### Years of Experience:

14

### Project Assignment:

Project Manager-Structural  
Engineer

## Chris Mischel, PE, CPESC, LEED AP

### Related Project Experience:

- Mr. Mischel joined Palmer Engineering in 1998; project experience includes:
- **Clark County Emergency Operations Center, Clark County, KY, 2012** - Project Manager for civil engineering services for proposed emergency operation center; coordinated with design team, county officials, FEMA, and FEMA design team on meeting FEMA standards for the facility; assisted with provided community involvement through a public meeting with the property owner, adjacent property owner, and public officials; oversaw design for site grading for parking, drives, and sidewalks, site layout, erosion control and utility layout; coordinated environmental assessment with environmental staff through FEMA.
- **Powell County Emergency Operations Center, Powell County, KY, 2012** - Project Manager for civil engineering services for proposed emergency operation center; Coordinated with design team, county officials, FEMA and FEMA design team on meeting FEMA standards for the facility; oversaw civil engineering design including site layout, and grading and drainage for parking, drives, and sidewalks; also provided oversight and design for utilities to the site and erosion and sediment control; coordinated environmental assessment with environmental staff through FEMA.
- **Rockcastle County Emergency Operations Center, Rockcastle County, KY, 2012** - Project Manager for civil engineering services for proposed emergency operation center; coordinated with design team, county officials, FEMA and FEMA design team on meeting FEMA standards for the facility; oversaw civil engineering design including site layout, and grading and drainage for parking, drives, and sidewalks; also provided oversight and design for utilities to the site and erosion and sediment control.
- **Clark County Elementary School, Winchester, KY for Sherman Carter Barnhart, 2011-Present** - Project Manager for the civil engineering design, environmental permitting services, and land surveying for the proposed new elementary school behind the existing Central Elementary School and Conkwright Middle School.
- **Central Bank, Winchester, KY for Central Bank, 2005-2006** - Project Manager for the civil engineering drawings for the demolition of an existing bank and design of new bank building.
- **Bluegrass Community and Technical College, Winchester, KY for Kentucky Finance Cabinet, 2006-2008** - Project Manager for the civil engineering design for 23,500 SF community college facility.
- **Lifestyle Communities, Georgetown, KY for Lifestyle Communities, 2010-Present** - Project Manager for design of 29 buildings that included 228 townhome units on 19.05 acre site.
- **Southern States, Flemingsburg, KY for Southern States Cooperative, Inc., 2008** - Project Manager for the addition of a petroleum facility to an existing facility.
- **Midway Station, Woodford County, KY for Anderson Communities, 2009-Present** - Project Manager for a 179-acre mixed-use development that included commercial, office, commercial, attached residential, and single-family residential lots.
- **Lowe's, Versailles, KY for Lowe's Companies, Inc., 2007-2008** - Project Manager for the preparation of a site evaluation report and due diligence for a proposed 10.77-acre Lowe's site.
- **Aircraft Braking Systems--Phases 1, 2, and 2A, Danville, KY for The Austin Company, 2005-2008** - Project Manager for the preparation of civil construction drawings for 13-acre, 60,000 sq ft facility and expansions for Phases 2 and 2A expansion of airplane brake pad manufacturing facility.



Title: Director of Civil Engineering  
Role in this Project:  
Civil Engineering

Education:  
**University of Kentucky**  
BS, Civil Engineering, 1997  
Experience: 15 years

Professional Registrations:  
PE-- IL-062-059281-2006;  
IN-10606506-2006; KS-21349-2010;  
KY-22628-2002; MO-2010037663;  
OH-E68564-2003; TN-110220-2005;  
WV-16137-2004  
CPESC--4907-2008  
LEED AP--2009

Specialized Training:

- 8-Hour Hazardous Waste Site Refresher; 2012
- 40-Hour HAZWOPER Training; 2012
- ECATTS--21 Environmental Compliance Training Courses; 2011
- LEED BD+C Project Systems and Energy Impacts; 2011
- SAME Ohio Valley / Great Lakes Training Conference; 2010
- Kentucky LEED High Performance Building Standards Workshop; 2009
- SAME Kentuckiana Post Sustainable Design Solutions Workshop; 2009
- ICSC Conference--TN/KY Idea Exchange; 2005-2009
- IECA Conference and Expo-- Environmental Connection; 2005, 2006
- Signal Timing for Congested Conditions; 2005
- KY DOW Funding for Stormwater Programs; 2003
- Synchro and SimTraffic Training Course; 2001
- Traffic Demand Modeling Data Workshop; 2001

 **Palmer**  
ENGINEERING

# Stephen Sewell, PE, PTOE

## Related Project Experience:

- Mr. Sewell joined **Palmer Engineering** in 1999; Related project experience includes:
- **Boones Trail Road Improvements, Madison County, KY for Madison County Fiscal Court, 2009** – Project Manager for roadway improvement plans for an existing county road to provide turn lanes to two new schools, drainage design for a triple 48" pipe, maintenance of traffic plans, and quantities for bid documents and signal plans; Developed a bid package and assisted the Fiscal Court in awarding the contract; Prepared a traffic impact study for road improvements for circulation patterns for the schools, including performing peak hour turning movement counts, 24-hr tube counts, generating traffic volumes for the base and design year, analyzing traffic using Synchro w/SIMTraffic, performing a signal warrant study, and assisting with signal design. As a recommendation, turn lane lengths were evaluated, and improvements to the Bypass turn lanes were made based on KYTC criteria.
- **KY-876, Madison County, KY for Madison County Fiscal Court, 2006-2008 and 2009-2010** - Project Manager for 2.2 miles of rural roadway improvements; Section 1 (1.0 miles) final plans were developed in 4 months and Section 2 (1.2 miles) final plans were developed in 11 months; each alternative met a minimum 40-mph design standard and followed the terrain to minimize the property impacts; The selected alignment was developed with attention to maintenance of traffic and minimizing stream impacts; performed property research, developed deed descriptions, drainage design, utility coordination, horizontal and vertical alignments, and a diversion plan for closing the road.
- **KY-1448--Maple Leaf Road, Mason County, KY for KYTC, 2010-Present** - Project Engineer for roadway redesign of a 1.6 mile stretch of Maple Leaf Road, beginning at KY-9 (AA Highway) and running North to US- 62. This road services three Mason County Schools, the Tom Browning Boys' and Girls' Club, and the local YMCA, which results in heavy foot and bike traffic. The project includes access management features--the addition of sidewalks, multi-use paths, and a continuous left-turn lane. Project responsibilities include traffic simulations, traffic forecasting, and bicycle/pedestrian facilities.
- **Lowe's of Berea, Madison County, KY for Lowe's Companies, Inc., 2008** - Project Engineer; Prepared a traffic impact study for the proposed Lowe's and outlots; the study analyzed existing and future traffic conditions using Synchro w/SimTraffic; also determined the storage bay length for proposed turn bays; assisted in the development of traffic signal modification plans for the existing signalized intersection; developed the phasing scheme and lane layout for each of the approaches.
- **US-421, Madison County, KY for Madison County Fiscal Court, 2009-2010** - Project Manager for roadway improvement plans that added a right turn lane at Kingston Elementary School and extended an existing 6'x6' culvert; included drainage design, maintenance of traffic plans, and quantities for bid documents; Developed a bid package and assisted the Madison County Fiscal Court in awarding the contract; Coordinated utility relocation with 5 utility companies including the development of utility agreements.



Title: Project Manager  
Role in this Project:  
Civil Engineering

Education:  
**University of Kentucky**  
BS, Civil Engineering, 2000  
Experience: 14 years

Professional Registrations:  
PE--KY-24030-2004; TN-113209-2009  
PTOE--National, 2007

## Specialized Training:

- ODOT Traffic Academy: Interchange Justification Studies; 2012
- ODOT Traffic Academy: Traffic Signals; 2012
- KYTC Basic Traffic Engineering Design Course; 2012
- McTrans HCM 2010 Workshop; 2011
- University of Kentucky Young Engineer of the Year; 2011
- ITE Technical Conference and Exhibit; 2006-2008; 2011
- Member, KYTC Traffic Engineering Policy Group; 2010-Present
- ICC Special Inspections Training; 2010
- Critical Path Method: Intro to the Method and Software; 2010
- Safety Aspects of Timing Signalized Intersections; 2009
- Traffic Impact Study Training; 2009
- Interstate Access Requests and Interchange Design Workshop; 2009
- Leadership PE 2008-2009
- Traffic Management Plan Training; 2008
- Transportation Impact Analyses for Site Development; 2008



# Stephanie Blain, PE, LEED AP

## Related Project Experience:

- Ms. Blain joined **Palmer Engineering** in 2006; project experience includes:
- **Clark County Emergency Operation Center, Winchester KY for the Clark County Fiscal Court, 2012-Present** - Project Engineer for civil engineering services for emergency operation center; designed site layout for parking, drives, and sidewalks; graded parking and walkways to be ADA compliant to the building; designed utilities including water, sanitary sewer, and gas; provided storm water detention design for site; assisted with storm sewer design/analysis and storm water detention design for site.
- **Powell County, KY Emergency Operation Center, Stanton, KY for the Powell County Fiscal Court, 2012-Present** - Project Engineer for civil engineering services for emergency operation Center; prepared site layout for parking, drives, and sidewalks; graded parking and walkways to be ADA compliant to the building; designed utilities including water, sanitary sewer, and gas.
- **Rockcastle County, KY Emergency Operation Center, Mt. Vernon, KY for the Rockcastle County Fiscal Court, 2012-Present** - Project Engineer for civil engineering services for emergency operation Center; designed site layout for parking, drives, and sidewalks; graded parking and walkways to be ADA compliant to the building; provided storm water detention design for site; designed utilities including water, sanitary sewer, and gas.
- **Clark County Elementary School, Winchester, KY for Sherman Carter Barnhart, 2011-Present** - Project Engineer assisting in the development of civil engineering construction plans and specifications for the construction of a new elementary school.
- **Bluegrass Community and Technical College Sidewalk Trail for the City of Winchester, 2011** - Project Engineer for preparation of civil engineering plans and cost estimates for a multi-phase trail within the BCTCS campus and throughout the Winchester-Clark County Industrial Park.
- **Lifestyle Communities, Georgetown, KY for Lifestyle Communities, 2010-Present** - Project Engineer for a 19 acre multi-family residential site.
- **Midway Station, Midway, KY for Anderson Communities, 2009-Present** - Project Engineer for the design of a 179-acre mixed-use development in Midway, KY.
- **Lowe's Home Centers, Versailles, KY for Lowe's, Inc., 2007-2008** - Project Engineer that prepared site evaluation report and due diligence for a proposed Lowe's.
- **Maysville Community and Technical College for Kentucky Community and Technical College System, 2007-2009** - Project Engineer on a 3.60-acre site; prepared civil construction drawings and Stormwater Pollution Prevention Plan for a 21,000 SF community college facility.
- **Mason County Health Department, Maysville, KY for City of Maysville, 2007-2008** - Project Engineer assisting in development of civil drawings for new health department building and site improvements.
- **Lower Howards Creek Wastewater Treatment Plant and Influent Pump Station, Winchester, KY for Winchester Municipal Utilities, 2008-Present** - Project Engineer for a 10 MGD influent pump station and wastewater treatment plant.
- **Meggitt Aircraft Braking Systems--Phase Two, Danville, KY for the Austin Company, 2007** - Project Engineer assisting in the preparation of the Stormwater Pollution Prevention Plan for an expansion of the existing airplane brake pad manufacturer.
- **Lowe's, Indianapolis, IN for Lowe's Companies, 2011** - Project Engineer for evaluating the rear of the existing building for screening outdoor sales and storage area.



## Title:

Project Engineer

## Role in this Project:

Civil Engineering

## Education:

**University of Kentucky**

BS, Civil Engineering, 2007

Experience: 7 years

## Professional Registrations:

PE--KY-28304-2011

KESPC--KY-071000148-2007

LEED AP--National-2009

## Specialized Training:

- LEED BD+C Project Systems and Energy Impacts; 2011
- Low Impact Development Seminar; 2011
- ICC Special Inspections Training; 2010
- Stream Restoration, University of KY Graduate Class; 2010
- Stormwater Pollution Prevention Preparer Course; 2010
- SAME Sustainable Design Solutions Workshop; 2009
- KY Construction Stormwater Permitting Workshop; 2009
- LEED for New Construction Version 2.2 TechReview; 2009
- KYTC ADA Compliance Workshop; 2009
- KY LEED High Performance Building Standards Workshop; 2009
- SAME Kentuckiana Post Sustainable Design Solutions Workshop; 2009
- Introduction to HEC-RAS Culvert Hydraulics; 2008



## Worth Ellis, PE

### Related Project Experience:

- Mr. Ellis joined **Palmer Engineering** in January 2008; project experience includes:
- **Clark County Emergency Operation Center, Winchester KY for the Clark County Fiscal Court, 2012-Present** - Project Engineer for civil engineering services for emergency operation center; performed earthwork analysis to assist in cost estimate evaluations and site selection feasibility; designed site grading for parking, drives, and sidewalks; graded parking and walkways to be ADA compliant to the building; provided storm water detention design for site; completed storm sewer design/analysis and provided Drainage Report to the City of Winchester.
- **Powell County, KY Emergency Operation Center, Stanton, KY for the Powell County Fiscal Court, 2012-Present** - Project Engineer for civil engineering services for emergency operation center; performed earthwork analysis to assist in cost estimate evaluations and site selection feasibility; designed site grading for parking, drives, and sidewalks; graded parking and walkways to be ADA compliant to the building.
- **Rockcastle County, KY Emergency Operation Center, Mt. Vernon, KY for the Rockcastle County Fiscal Court, 2012-Present** - Project Engineer for civil engineering services for emergency operation center; performed earthwork analysis to assist in cost estimate evaluations and site selection feasibility; designed site grading for parking, drives, and sidewalks; graded parking and walkways to be ADA compliant to the building; provided storm water detention design for site.
- **Lifestyle Communities, Georgetown, KY for Lifestyle Communities, 2010-Present** - Project Engineer for a 19 acre multi-family residential development that included 29 buildings and 228 townhomes; assisted with site grading, coordinated with project architect to set building elevations, assisted with storm sewer layout and design, helped prepare construction plans for the project, and conducted construction inspection work for the sanitary sewer.
- **Midway Station, Midway, KY for Anderson Communities, 2009** - Project Engineer for the design of a 179-acre mixed-use development; performed site visits to assess proposed options for the development, assisted with the development of construction plans, assisted with the pre and post-development drainage analysis, and aided in the storm sewer design for the site.
- **Southern States Petroleum Facility, Flemingsburg, KY for Southern States Cooperative, Inc., 2008** - Project Engineer for preliminary site plans, grading plans, erosion control plans, and cost estimate tabulations for proposed petroleum facility; primary engineer for the development of the Storm Water Pollution Prevention Plan (SWPPP) for the site.
- **Georgetown Events and Commerce Center, Georgetown, KY for May Commercial Group, 2008-Present** - Project Engineer for preliminary site, grading and Tax Increment Financing (TIF) plans for proposed commercial development in Georgetown, KY.
- **Heartland Commerce and Technology Park, Pad Grading Projects, Taylor County, KY for Campbellsville/Taylor County Economic Development Authority, 2008** - Project Engineer for preliminary site plans, grading plans, erosion control plans and cost estimate tabulations for proposed sign pads and 100,000 square feet future development pad; Primary engineer for the development of the Storm Water Pollution Prevention Plan (SWPPP) for the future development pad.



Title: Project Engineer

Role in this Project:  
Civil Engineering

Education:  
**University of Kentucky**  
BS, Civil Engineering, 2007  
Minor, Mathematics, 2007

Experience: 5 years

Professional Registrations:  
PE--KY-28655-2012

### Specialized Training:

- OSHA 10-Hour Safety Training; 2011
- ICC Special Inspections Training; 2010
- Stormwater Pollution Prevention Preparer Course; 2010
- Water Professionals Conference; 2008-2011
- OSHA 40-Hour HAZMAT Training; 2008
- First Aid



*Barrett Partners, Inc.*  
PLANNING AND LANDSCAPE ARCHITECTURE

**ANTHONY L. BARRETT**, Principal, Landscape Architect

**Education:**

State University of New York  
Environmental Science and Forestry  
Master in Landscape Architecture

University of Kentucky  
Bachelor of Science in Landscape Architecture



**Professional Registration:**

Landscape Architect – Kentucky #484  
LEED-AP

**Professional Membership:**

American Society of Landscape Architecture  
Kentucky Society of Landscape Architecture  
Council of Landscape Architectural Registration Boards

**Experience:**

Mr. Barrett has twenty-five years of experience in land use planning, master planning, zoning, community development planning, site planning and design. Consulting for state and local government, major developers and private property owners Mr. Barrett has planned and designed for a variety of project types and scales. Projects have included single-use or multi-use sites, large master planned communities, and redevelopment projects. Mr. Barrett has participated on many community boards, committees, and remediation forums involving public input and cooperation. Through these experiences and in private practice Mr. Barrett has successfully demonstrated the ability to reach consensus and compromises among initially opposing participants. The following is a representation of projects Mr. Barrett has been responsible for.

**Downtown Design Excellence Guidelines – Lexington, Kentucky:** Principal in Charge of the preparation of the Design Excellence Guidelines for new construction and re-development in downtown Lexington. Assisting the Design Excellence Task Force led by Lexington's Downtown Development Authority and the Lexington-Fayette Urban County Government.

**Non-Paved Site Restoration – Lexington, Kentucky:** Principal in Charge for evaluating and assessing landscape values as part of sewer remediation projects in association with the Lexington Fayette Urban County Government's Consent Decree with the Environmental Protection Agency. Project is under the direction of the LFUCG Division of Water Quality.

**Division of Solid Waste Expansion Report – Lexington, Kentucky:** Consultant with Guyon Architects for the master plan of the expansion of the Lexington Fayette Urban County Government, Division of Solid Waste facilities. Master plan includes site analysis, schematic layout and development costs for revisions and additions to existing facilities and the expansion to an adjoining property.



*Barrett Partners, Inc.*  
PLANNING AND LANDSCAPE ARCHITECTURE

**Division of Solid Waste Expansion – Lexington, Kentucky:** Consultant with Strand/PEH Engineers responsible for site planning and landscape architecture for the expansion of the Lexington Fayette Urban County Government, Division of Solid Waste facility. Features of the site include 8,000 square foot expansion of existing administration office, 158-space parking lot, 3 vehicle sheds, 24,000 square foot cart assembly and warehouse building, and recreational area. Recreational area includes fishing pond, amphitheater, 2 ~ 30'x40' shelters, picnic tables and barbeque pit.

**Frankfort Master Plan – Frankfort, Kentucky:** Land use analysis and recommendations for six properties for the Kentucky Finance and Administration Cabinet. Properties total approximately 300 acres at various locations in Frankfort, Kentucky. Land use recommendations include development potential for over 2 million square feet of office space plus residential, recreational and cultural opportunities. Additionally, several of the sites are linked by scenic trails or greenways utilizing natural features.

**Gainesway Park Community Center – Lexington, Kentucky:** Site design and planning for 4,000 square foot facility in the existing park for the Lexington Fayette Urban County Government, Division of Parks and Recreation. Plan included locating the building, parking lot, and extending multi-use trails to the center.

**Columns – Bowling Green, Kentucky:** Project manager for site planning and design for the repurposing of the old Bowling Green High School campus into private student housing. Preservation of the iconic front facades of the two main buildings and associated lawn is a central focus of the project. Features include the redevelopment of the gymnasium into apartments with a covered courtyard in place of the gym floor providing a unique environment and gathering area.

**Fayette Academy – Lexington, Kentucky:** Project manager for site planning and design for rehabilitation and expansion of historic 1820 school for women. Coordinated change of zone designation and approval of site design through Historic Board of Architecture Review. Plan provides intimate landscaped courtyard and resident parking for the six dwellings.

**Lakewood Park Apartments – Lexington, Kentucky:** Project manager for site planning and design of a rehabilitation and re-development of 40-year old apartment community. Services included master plan to guide the transformation. Coordinated various approvals including street closing, utility and right-of-way encroachments, transfer of adjoining property and expansion of adjoining public park. Features include gatehouse entrances, improved parking layout, new leasing office, reconstructed pool and deck, new fitness center, and a wide pathway network linking the community to the nearby park and lake.

**Morgan County Elementary School – Morgan County, Kentucky:** Project Manager for site and landscape design for the Morgan County Elementary School with Murphy Graves Architects and Vision Engineering. Design included landscaping around the new school building, parking lot, playground and entrances to the site.

**Morning Pointe of Lexington – Lexington, Kentucky:** Project manager for site planning and design for 75-bed Assisted Living and Alzheimer's facility. Plan provides for resident and visitor drop-off and parking with separate service court set among a graciously landscaped property. Several courtyards provide an opportunity for residents to enjoy a comfortable outdoor environment in a secure location with walks, benches, sculptures, and landscaping.

**New Circle Crossing – Lexington, Kentucky:** Site planning and landscape design for the rehabilitation of 106,000 square feet retail center in Lexington, Kentucky.





## CANDICE B. ROGERS MBA, CCP, CxA, LEED AP BD+C PRESIDENT

### EDUCATION

Masters in Business Administration,  
University of Kentucky

Bachelor of Arts, University of Kentucky,  
Marketing and Management

### CERTIFICATION

Certified Commissioning Professional,  
Building Commissioning Association

Certified Commissioning Authority,  
AABC Commissioning Group

LEED Accredited Professional, United  
States Green Building Council

### AFFILIATIONS

Building Commissioning Association -  
International Board of Directors and  
Marketing and Outreach Committee  
Chair 2008-2012

Kentucky US Green Building Council

Vistage International

Candice Rogers' role is to understand the business behind the buildings - for our clients and project team members. She leads commissioning process development for Paladin's projects, defines project goals and performance criteria, manages the commissioning process, and works to assure that Owner's receive the best systems possible. Candice rounds out her role by participating on projects as a LEED Accredited Professional and lighting specialist.

Mrs. Rogers' understanding of commissioning encompasses all procedural, documentation, and role-related aspects. Application of her commissioning understanding has notably been for the Commonwealth of Kentucky - Division of Engineering. For this client, Mrs. Rogers assisted with incorporating the commissioning process into the standard capital project management for the Commonwealth's Engineering Standards.

Candice has served on the International Board of Directors for the Building Commissioning Association. She promotes understanding of Commissioning through community and industry presentations.

### PROFESSIONAL EXPERIENCE

**Commonwealth Emergency Operations Center** | Construction and Warranty Phase Commissioning | Commonwealth of Kentucky | *Frankfort, KY*

**Lyric Theatre Addition and Renovation-LEED** | Fundamental Commissioning  
Lexington-Fayette Urban County Government | *Lexington, KY*

**Carver Community Center Renovation** | Pre-Design through Warranty Phase  
Commissioning | Lexington-Fayette Urban County Government | *Lexington, KY*

**OCAE Burlington Readiness Center-LEED** | Fundamental & Enhanced  
Commissioning | Kentucky National Guard | *Burlington, KY*

**Public Safety Operations Center** | Design Phase Commissioning  
Lexington-Fayette Urban County Government | *Lexington, KY*

**Dunbar and Black & Williams Community Centers** | Energy Efficiency Retrofits  
Lexington-Fayette Urban County Government | *Lexington, KY*

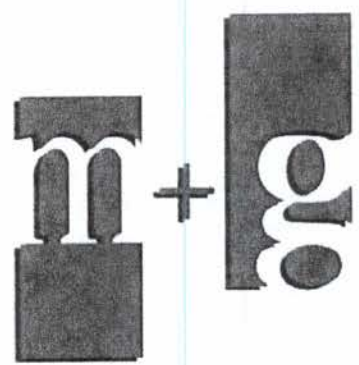
**Energizing the Arts** | Energy Assessments  
Lexington-Fayette Urban County Government | *Lexington, KY*

**Statewide Building Investigation** | Existing Building Commissioning  
Department of Military Affairs | *KY*

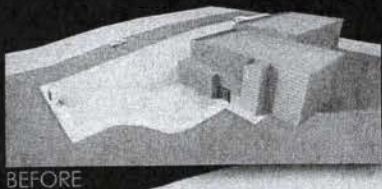
# Paladin

Engineers ♦ Managers ♦ Technicians

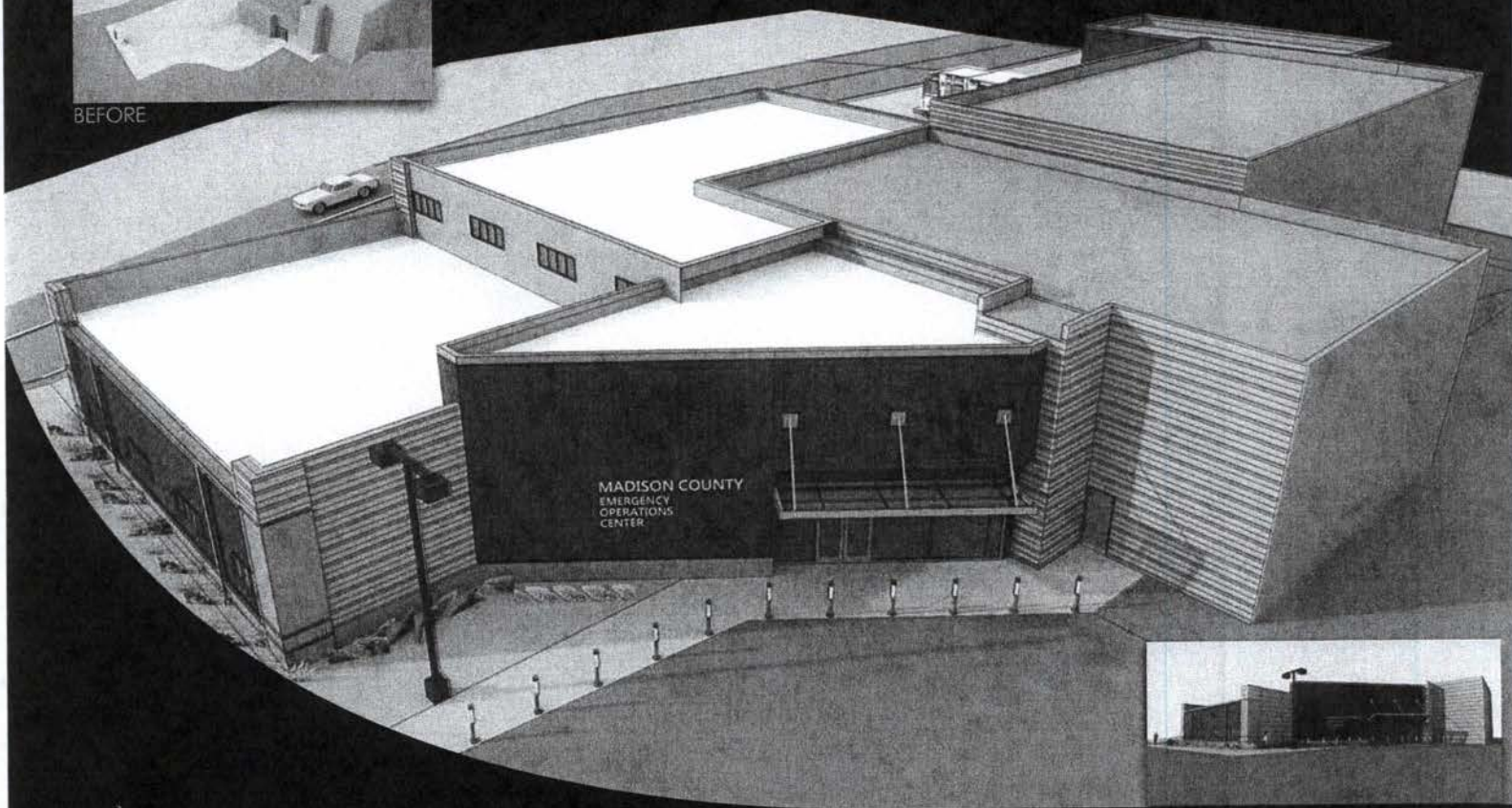
'There are no cookie-cutter solutions.  
*We engage, respond and create!*'



**EXPERIENCE**



BEFORE



\*Initial Concepts

## MADISON COUNTY EMERGENCY OPERATION CENTER

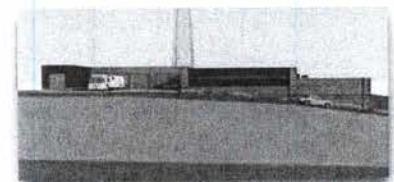
RICHMOND, KENTUCKY

Murphy + Graves Architects was selected to complete a renovation and addition to the Madison County Emergency Operation Center. M+G worked is currently working with County EMA personnel, consultants who created a previous programming study and other stakeholders to transition an anticipated program into a tangible facility that will serve the County's needs in any emergency situation.

Based on the needs of the County, the facility will include an EOC and training room, 911 call center, EMA and Fire Department vehicle bays, county morgue, dedicated areas for information technology equipment, administrative offices for all departments, kitchen, private men's and women's living quarters, communal areas and additional support/storage spaces.

The building's facade will be upgraded to create a defined entrance and a presence within the community, while still fitting within the context of its surroundings.

Extensive local, state and federal regulations will dictate much of the facility's design. The EOC's core infrastructure, which includes the critical areas of the facility, are designed to withstand a direct hit from a F4 tornado. Underground utilities encased in duct banks, as well as dual emergency generators and N1 Redundancy for all functions are required. This will allow the Center's critical components (EOC, 911 Call Center, and equipment storage space) to maintain uninterrupted power supply (UPS) in the event of an emergency.



**SIZE:**  
30,642 SF

**COMPLETION:**  
2014 (est)

**BUDGET:**  
\$4,500,000

**CONTACT:**  
Mr. Carl Richards,  
EMA Director  
Madison County EMA  
Richmond, Kentucky  
859.624.4787



Powell County EOC



Rockcastle County EOC

## POWELL COUNTY / ROCKCASTLE COUNTY EMERGENCY OPERATION CENTERS

STANTON, KENTUCKY / MOUNT VERNON, KENTUCKY

**MARCUM**  
ENGINEERING, LLC

**BFW**  
BACON | FARMER | WORKMAN  
ENGINEERING & TESTING, INC.

**Palmer**  
ENGINEERING

Murphy + Graves Architects was selected to design two new Emergency Operation Centers for Powell and Rockcastle Counties in the fall of 2012. M+G worked with the County CSEPP Directors, Mission Critical Partners and other stakeholders to develop a program that would serve each County's needs in any emergency situation.

Based on each County's needs, both new facilities includes an EOC and training room, 911 call center, dedicated areas for information technology equipment, administrative offices, kitchen, private sleeping quarters, communal areas and additional support/storage spaces. Powell County's building's facade consists of stone that is extremely common within the region, and Rockcastle County's facility incorporated red brick. These materials were chosen to ensure that both buildings were durable, easily maintained and fit within the context of their respective communities.

Extensive local, state and federal regulations dictated much of the facility's design. Each EOC core infrastructure, which includes the critical areas of the facility, was designed and constructed to withstand a direct hit from a F4 tornado. Underground utilities encased in duct banks, as well as dual emergency generators and N1 Redundancy for all functions were required. This allows the Center's critical components to maintain uninterrupted power supply (UPS) in the event of an emergency.

Separate exhaust zones were also incorporated into the planning and design because public areas, such as the lobby, administrative offices and communal areas, needed to be isolated in the event of a chemical attack.

**SIZE:**

Powell - 5,351 SF  
Rockcastle - 4,975 SF

**COMPLETION:**

2013 (both)

**COST:**

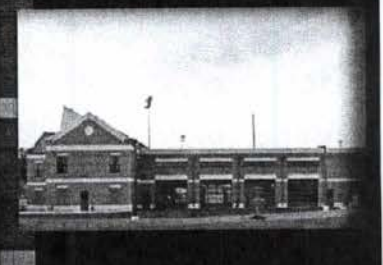
Powell - \$1,700,000  
Rockcastle - \$1,500,000

**POWELL CONTACT:**

Mr. Danny McCormick,  
Director  
Madison County CSEPP  
Stanton, Kentucky  
606.663.0544

**ROCKCASTLE CONTACT:**

Mr. Howell Holbrook, Director  
Madison County CSEPP  
Mount Vernon, Kentucky  
606.256.8436



# MADISON COUNTY EMS

RICHMOND, KENTUCKY

Murphy + Graves Architects were selected to design a new EMS Facility for Madison County in the fall of 2009.

Madison EMS has a long history of service in Richmond, Kentucky and throughout the County. In 2009 the Board began to look at a centrally located parcel in the heart of Eastern Kentucky University's Campus. The proposed facility would be very visible, provide a hands-on learning opportunity for students, and expand the EMS reach, cutting emergency response times. Murphy + Graves Architects were hired early in this process to access EMS and University needs and design a functional building that would service the community, as well as the growing Campus.

Based on the needs of the EMS and of ECU, Murphy + Graves Architects designed a 12,500 square foot facility providing four drive-through bays, twelve sleeping rooms with baths, a large training classroom, exercise area, and associated offices.

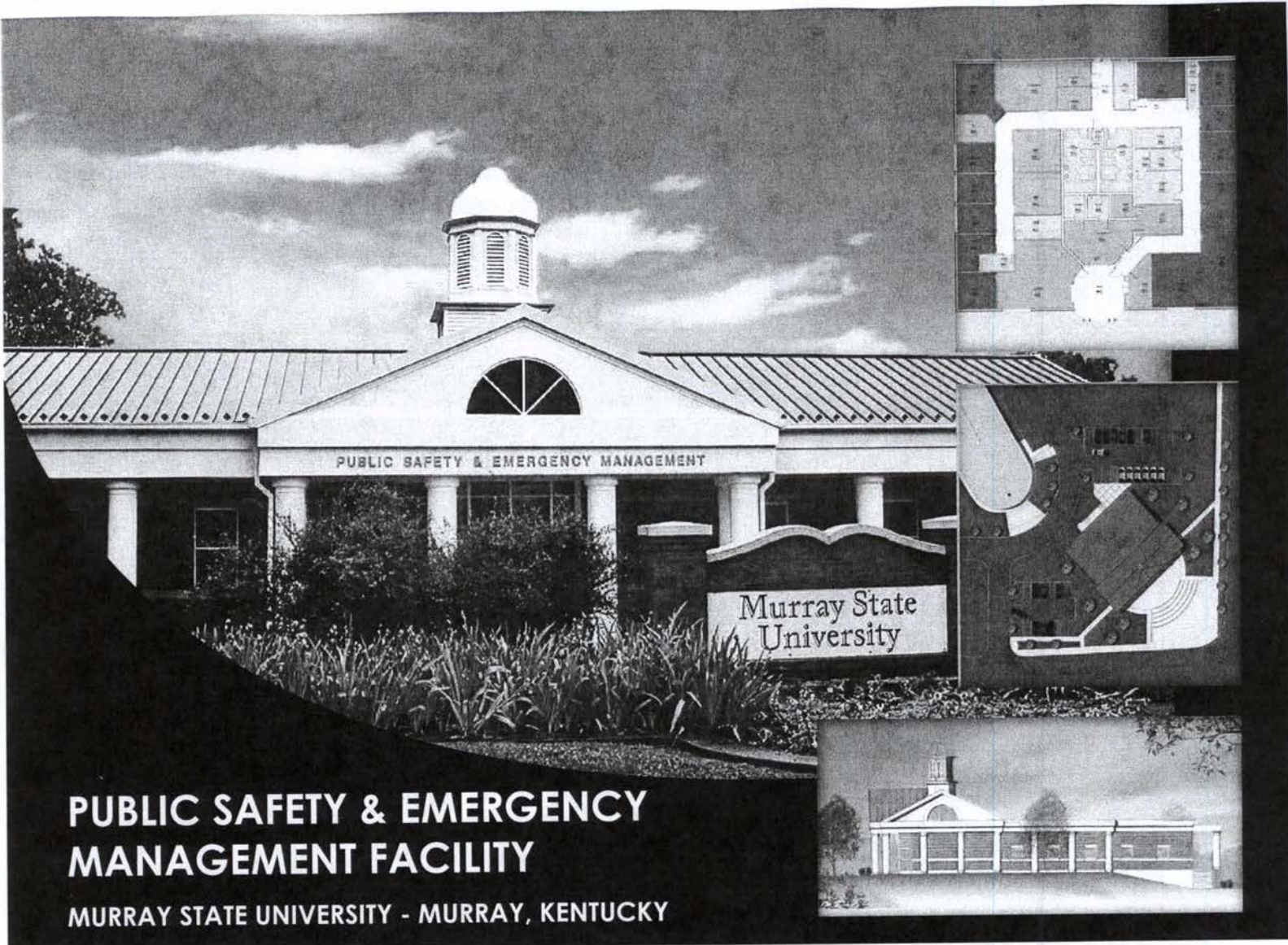
This facility was completed in May 2011 and has been well received by both the local community as well as Campus leaders. The facility is a successful connection between the County and Campus. The design blends well with the current Campus projects as its prominent location within ECU demanded.

**SIZE:**  
12,500 SF

**COMPLETION:**  
May 2011

**COST:**  
\$2,700,000

**CONTACT:**  
Mr. Carlos Coyle  
Madison County EMS  
Richmond, Kentucky  
859.623.5121



# PUBLIC SAFETY & EMERGENCY MANAGEMENT FACILITY

MURRAY STATE UNIVERSITY - MURRAY, KENTUCKY

The new Campus Safety building is located at a major intersection on campus, which allows it to be highly visible to both visitors and students. To fulfill the needs of the community, the building also serves as the Emergency Services Building for Murray residents. It was strategically designed to withstand the effects of significant natural disasters, be operational at all times and provide the community with a communication center during emergencies.

The building includes a Communications Center that is accessible to the public, but is protected with bullet resistant glazing and walls. An emergency generator, and additional elements, also ensures the operation of the Center during any emergency. Incorporating the most up-to-date and adequate technology was critical at all stages from planning and design to construction and post-occupancy. Also

included are offices, a training center, secure entry, evidence storage and fully equip locker rooms.

The mechanical systems design includes fire protection sprinkler, domestic water piping, and sanitary sewer piping designs. The electrical design included normal operations lighting, emergency lighting, electrical power, and voice and data systems designs. Emergency power generator was also designed into the system such that certain portions of the building will remain in operation during power outages.

A great deal of time was spent on analyzing and establishing pedestrian circulation standards prior to design. This dictates the flow and access to public spaces, which secures private areas of the building. This was accomplished by both passive design and active security access controls.

**SIZE:**

8,000 SF

**COMPLETION:**

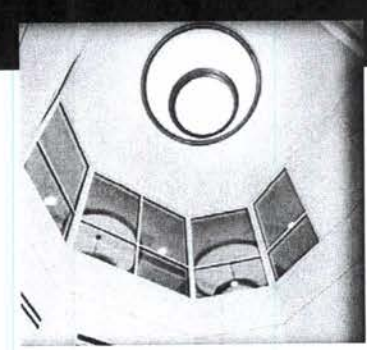
Fall 2008

**COST:**

\$1,780,000

**CONTACT:**

Ms. Kim Oatman  
Murray State University  
Murray, Kentucky  
270.809.4293



# CARLISLE COUNTY JUDICIAL CENTER / EOC / 911-CENTER

BARDWELL, KENTUCKY

Murphy + Graves Architects was the Architect of Record for the new Carlisle County Judicial Center. The project was placed on an expedited schedule because the previous courthouse was destroyed by fire.

The new 36,000 SF facility houses court facilities and county offices including 911 center and sheriff's office. Ensuring each department's areas were easily accessible and their programs were of equal importance was an extremely high priority.

The Court Facilities include a Circuit and a District Courtroom. Judges chambers were arranged in suites with shared staff and conference space. The Court Clerk's office was strategically

positioned for ease of access to the community for vital service functions.

County functions include the Judge Executive's office, Fiscal Courtroom, Sheriff's office and 911 / Emergency Operations Centers, as well as various county offices for PVA and Clerks. Special considerations to incorporate the most modern technology were made during planning and design.

The facility's exterior was designed to resonate with the distinct historical elements of the previous courthouse. These elements brought the building into the modern era and feature a columned porch, brick and stone cladding and windows that identify with the scale and size of the original courthouse.

**SIZE:**  
36,000 SF

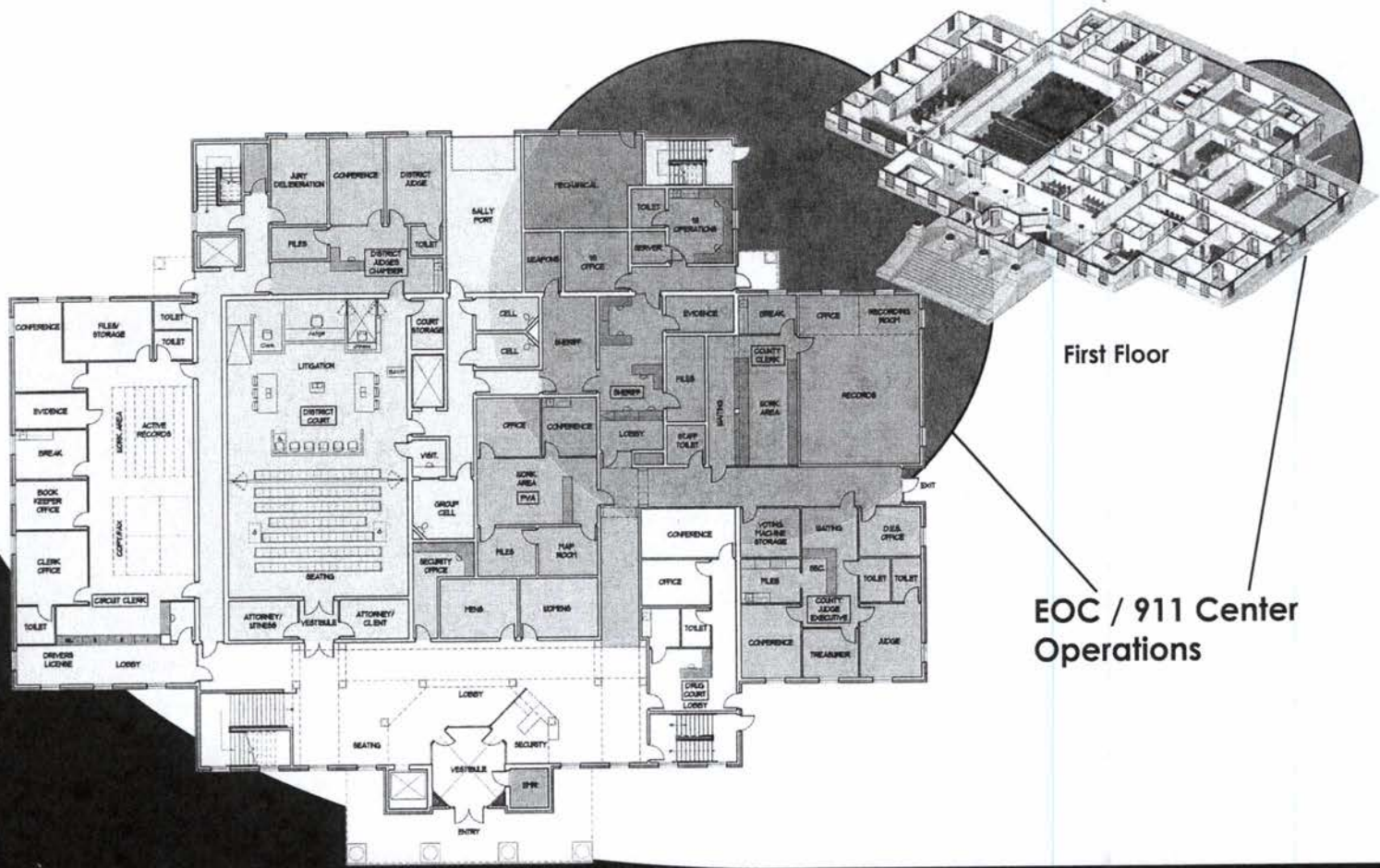
**COMPLETION:**  
June 2011  
(completed on time)

**COST:**  
\$9,400,000  
(completed within budget)

**PROJECT MANAGER:**  
Chuck Trimble, Principal

**CONTACT:**  
Judge Greg Terry  
Carlisle County Fiscal Court  
Bardwell, Kentucky  
270.628.5451



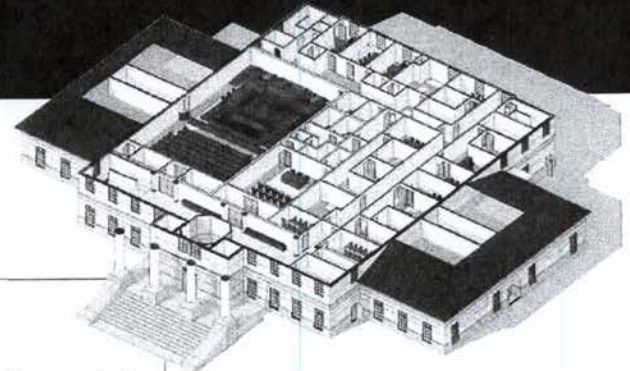


First Floor

EOC / 911 Center Operations

# CARLISLE COUNTY JUDICIAL CENTER / EOC / 911-CENTER

BARDWELL, KENTUCKY



Second Floor

**SIZE:**  
36,000 SF

**COMPLETION:**  
June 2011

**COST:**  
\$9,400,000

**CONTACT:**  
Judge Greg Terry  
Carlisle County Fiscal Court  
Bardwell, Kentucky  
270.628.5451





**BACON | FARMER | WORKMAN**  
ENGINEERING & TESTING, INC.



**MARCUM**  
ENGINEERING, LLC

civil | structural | transportation | mechanical | electrical

## Professional Engineering Services

Muhlenberg County EOC  
Powderly, Kentucky

### Comments:

Bacon Farmer Workman Engineering & Marcum Engineering, LLC are provided the civil, structural, mechanical, electrical and plumbing design for this new, state-of-the-art emergency services complex located in Powderly, Kentucky.

The new facility is 19,273 square feet total and houses all major components of a modern Emergency Services Facility to serve all of Muhlenberg County inclusive of Fire Protection and E911 services.

Amenities and spaces included in the design:

- Numerous emergency vehicle bays
- Living/dining areas
- Full service kitchen
- Numerous bunks/sleeping quarters
- Numerous shower areas
- Administrative offices
- Call Centers
- Conference rooms
- Communications and Radio Room

Owner:

Muhlenberg County Fiscal Court

Contact:

Mr. Rick Newman, Judge Executive  
270-338-2520

Firm Project Manager:

Ronald S. Bacon, PE, SE, PLS  
Christopher Whiting, PE, SE, LEED AP  
Baccus Oliver, PE, LEED AP  
David Ury, PE

Project Cost:

\$4,500,000



Learn More: [www.bfwengineers.com](http://www.bfwengineers.com) • [www.marcumengineering.net](http://www.marcumengineering.net)



**BACON | FARMER | WORKMAN**  
ENGINEERING & TESTING, INC.



**MARCUM**  
ENGINEERING, LLC

civil | structural | transportation | mechanical | electrical

## Professional Engineering Services

McCracken County EOC  
Paducah, Kentucky

### Comments:

Bacon Farmer Workman Engineering & Marcum Engineering, LLC provided the structural, mechanical, electrical and plumbing design for the new McCracken County Emergency Operation Center in Paducah, Kentucky.

The new Emergency Management complex consists of two pre-engineered metal building structures housing both the EMS and county offices as well as the storage of rescue vehicles and equipment.

The EMS is a single story, CMU clad structure consisting of 8,750 s.f. This building will house EMS offices and training rooms, county building/electrical inspection offices and road department offices. The vehicle (rescue) building is a single story CMU metal clad structure of 12,640 s.f. with multiple storage bays and office area with storage mezzanine.



Owner:  
McCracken County Fiscal Court

Contact:  
Mr. Van Newberry, Judge Executive  
270-444-4707

Firm Project Manager:  
Ronald S. Bacon, PE, SE, PLS  
Christopher Whiting, PE, SE, LEED AP  
Baccus Oliver, PE, LEED AP  
David Ury, PE

Project Cost:  
\$2,500,000



**BACON | FARMER | WORKMAN**  
ENGINEERING & TESTING, INC.



**MARCUM**  
ENGINEERING, LLC

civil | structural | transportation | mechanical | electrical

## Professional Engineering Services

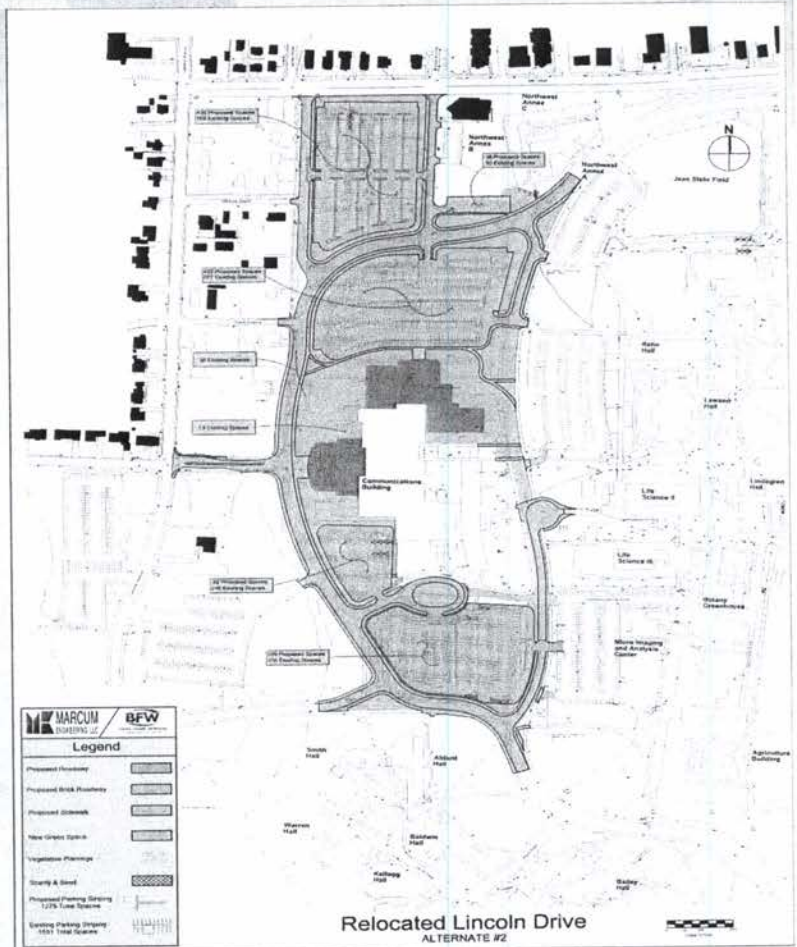
Southern Illinois University-Communications Building Additions/Renovations  
Carbondale, IL.

### Comments:

Bacon Farmer Workman Engineering & Testing, Inc. has been selected to provide the civil and structural engineering design for the Southern Illinois University Communications Building Addition and Renovation project. This project includes the extensive renovation of the existing Communications Building plus the addition of approximately 60,000 square feet of new space.

Design work for the new addition includes: new offices and classroom space, lab spaces, performance and exhibition areas, auditorium space and digital post-production suites. The remodel of the existing building includes the addition of new TV control rooms, digital production and post-production facilities as well as combined office space for WSIU, the local public television affiliate.

WSIU is part of the national emergency communications infrastructure established by the WARN Act to serve the country in times of emergency. Reinforcing the infrastructure of the current building is imperative in order for WSIU to operate in this capacity during times of natural disaster.



Client:  
Southern Illinois University

Contact:  
Mr. Scott Weber  
SIUC Facilities  
618-453-6777

Firm Project Manager  
Kevin Crider, PE

Project Cost:  
\$69,000,000

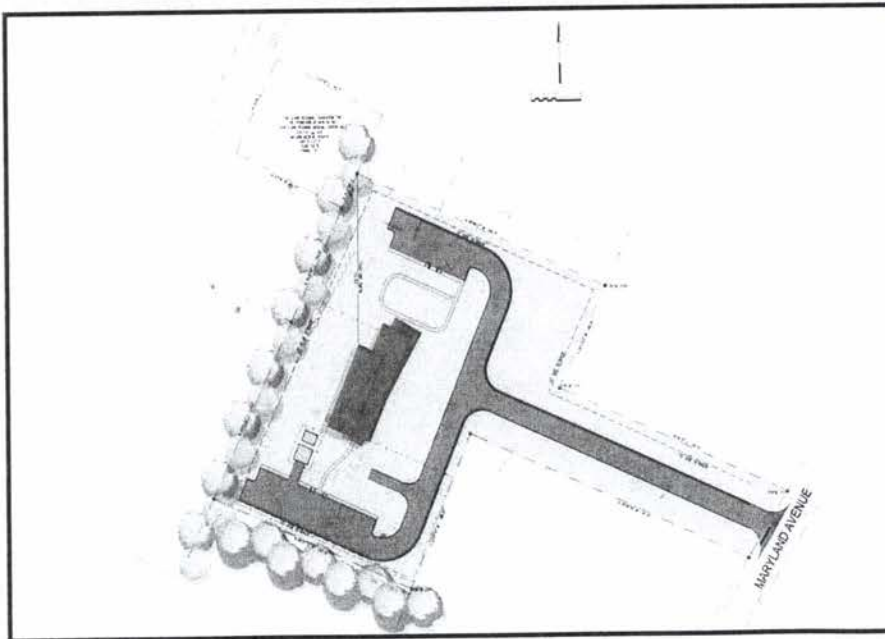
# CLARK COUNTY EOC WINCHESTER, CLARK COUNTY, KY

## Project Description:

Palmer Engineering provided civil engineering services for a proposed emergency operation center in Winchester, KY. Design services included site layout; site grading for parking, driveways, and sidewalks; erosion control; and utility layout. The visitor and employee parking lots and walkways were designed to meet ADA compliance requirements. The storm water detention design included BMPs to incorporate water quantity as well as water quality requirements to meet local regulations. Water main and sanitary sewer main extension were also required the site. The design team worked with the adjacent property owner to determine an acceptable route through their property. Palmer assisted with providing community involvement through a public meeting with the property owner, adjacent property owner, and public officials.

Palmer Engineering supplied the Clark County Fiscal Court with documentation that follows the National Environmental Protection Act [ 42 U.S.C. 4321 *et seq.*] pursuant to the Council of Environmental Quality, (CEQ) standards. Funding for this project was provided through the Federal Emergency Management Agency (FEMA). The proposed construction site, which is currently under consideration based on federal agency correspondence, followed provisions of the National Environmental Protection Agency (NEPA). A Finding of No Significant Impact is expected through this process.

This documentation considered alternatives that addressed multiple environmental components: land use, air quality, noise, topography, geology, soils, biological resources, archaeological and cultural resources, socio-economics, aesthetics, visual resources, and recreational resources. This information was then provided to FEMA and the Commonwealth of Kentucky for the benefit of the City of Winchester and Clark County residents.



State:  
Kentucky

Agency:  
Winchester/Clark County  
Emergency management

Client Contact:  
Gary Epperson  
859-771-4777

Dates:  
2012

Rural and/or Urban:  
Rural

Project Length:  
N/A

Type of Improvement:  
Civil Design Services and  
Environmental Site Assessment

Project Management:

- Chris Mischel, PE, LEED AP, CPESC—Civil
- Lee Carolan—Environmental

Common Team Members:

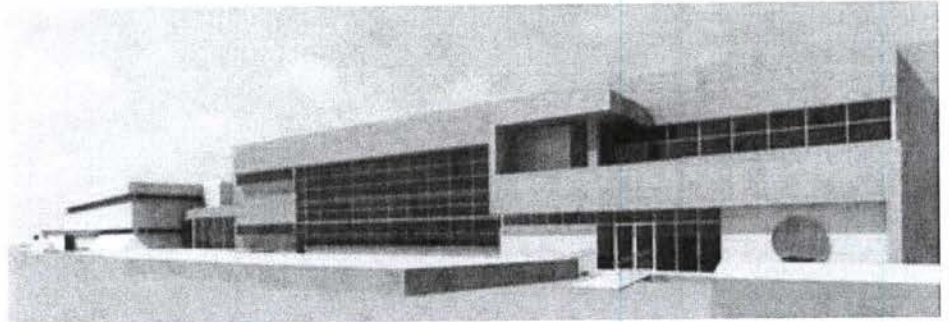
- Lee Carolan
- Chris Mischel, PE, LEED AP, CPESC
- Worth Ellis, PE

Major Project Elements:

- Sanitary Sewer
- ADA Compliance
- Public Involvement
- Team Coordination
- FEMA Design Regulations
- NEPA
- Preliminary Site Investigations

## Commonwealth Emergency Operations Center Construction and Warranty Phase Commissioning

Mr. Bernard Engelman  
Division of Engineering  
403 Wapping Street  
Frankfort, KY 40601  
(502) 564-3155 ext 237



Paladin, Inc. was selected to provide construction and warranty phase commissioning services for the Commonwealth Emergency Operations Center at Boone National Guard Armory in Frankfort, KY. The EOC project is an addition to the existing facility which must remain fully operational throughout construction.

Commissioning encompasses the mechanical, plumbing, and electrical systems. Due to the mission critical nature of the Emergency Operations Center, the facility systems are 100% redundant and self-sustaining. Additionally, the building systems are required to meet high levels of anti-terrorism, security, and FEMA criteria. This significantly impacted standard designs for electronic safety and security systems, equipment locations, air intake and exhaust locations, and routing of distribution for all systems.

The HVAC system is comprised of two independent variable refrigerant flow (VRF) system with critical zones served redundantly by each VRF system. The building has a data center for statewide emergency response networks served by redundant computer room air conditioning units (CRAC). Included in the datacenter scope are redundant Uninterruptable Power Supplies (UPS) and Power Distribution Units (PDU) for the rack-mount servers operated by server agencies. The entire building can be run on emergency power which is provided by two generators with paralleling switchgear.

The building control system is full DDC with web-based front-end by Alerton. The Kentucky National Guard has an existing state-wide Automated Logic Corp (ALC) control network. Therefore, a second control contractor was hired as an integrator at the top level to provide the ALC functionality and to provide HVAC performance data to the State's energy management program. A coordinated commissioning effort required working in concert with two control contractors, verifying functionality and the device level, point-to-point with the front-end, and finally, integration verification at the top level to ensure success for all building operators.

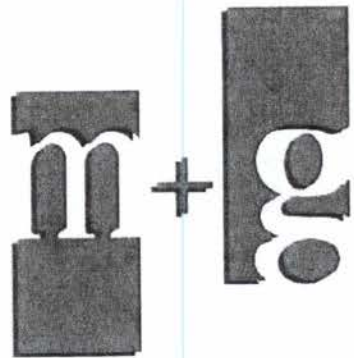
Paladin's objective for this project is to achieve performance targets established by Owner and Project Team and verify system function and performance. The functional testing for this project includes a building-wide "go live" test verifying the smooth transition of the fully loaded facility from normal to emergency power and back to normal power. This coordinated effort will be completed once the building is fully occupied.

Paladin is delivering an integrated commissioning solution with many stake-holders across multiple agencies. This project reflects Paladin's ability to customize testing and verification strategies to meet the needs of the building occupants.

# Paladin

Engineers ♦ Managers ♦ Technicians

"We take on a limited number of  
projects in order to better serve you"



**BUDGET/SCHEDULE PERFORMANCE**

# SECTION F - BUDGET AND SCHEDULE PERFORMANCE

*Rule #1 of a successful project. The schedule and budget must be meticulously and consistently monitored. However, our focus on deadlines and dollars never interferes with our commitment to uphold a superior standard of design excellence.*

Change orders can and do occur, but the majority of budget and schedule complications can be avoided through:

- Careful and thoughtful pre-scheduling of the work
- Effective communication that advises all parties of their role in maintaining the schedule and their relation to the "big picture"
- The commitment of ALL Team members to the schedule as we submit

It is also necessary to maintain continuous cost control procedures throughout the life of the project. Understanding the dynamics and complexities of public safety facilities, their operations and how departments will function together is critical to establishing schedule milestones and a realistic budget.

In addition to being familiar with the project type, we also have former contractors on staff that complete their own in-house estimates. These itemized estimates are compared and contrasted with an independent opinion of probable cost to ensure the most accurate numbers are applied to your project. This method has allowed us to maintain a **change order rate of less than one half of a percent (<.05%), compared to the national average of 4%+.**

When issues arise that could potentially impact the schedule or budget, we address them head-on through Value Engineering, further exploration of options and creative avenues. At the end of the day, our job is to be good stewards of your funds while providing the most economic and sustainable solutions possible. Our success with budget management is a result of three key factors:

- Resolution of scope and budget EARLY in planning of the project
- A wealth of current cost information on a variety of building types and systems
- Rigorous application and maintenance of cost-estimating procedures

As previously mentioned, this exact Team is completing the Madison County EOC, as well as the Powell and Rockcastle EOCs, which are currently in the bidding phase. Since final performance data has not been compiled for these projects, we have included cost and construction information for projects similar in scope and complexity to that of the LFUCG EOC on the following page. We feel that the data is a testament to our proven cost control methods, and are confident we can adhere to your anticipated schedule and budget.

# SECTION F - BUDGET AND SCHEDULE PERFORMANCE

<b>PROJECT:</b>	<b>CARLISLE COUNTY COURTHOUSE / 911 OPERATIONS CENTER</b>
Budget:	\$9,000,000
Estimate:	\$8,300,000
Contract Award:	\$7,995,000
Scheduled Months for Construction:	17 months
Actual Months for Construction:	12 months

<b>PROJECT:</b>	<b>MADISON COUNTY EMS OPERATION CENTER</b>
Budget:	\$2,700,000
Estimate:	\$2,749,000
Contract Award:	\$2,640,000
Scheduled Months for Construction:	11 months
Actual Months for Construction:	10 months

<b>PROJECT:</b>	<b>CAMPUS SAFETY &amp; POLICE FACILITY MURRAY STATE UNIVERSITY</b>
Budget:	\$1,800,000
Estimate:	\$1,724,000
Contract Award:	\$1,700,000
Scheduled Months for Construction:	11 months
Actual Months for Construction:	7 months





## LITIGATION AND CLAIMS

# SECTION G - LITIGATION AND CLAIMS

**Timothy A. Murphy, AIA, LEED AP**  
**Kentucky Architectural License Number: 3319**

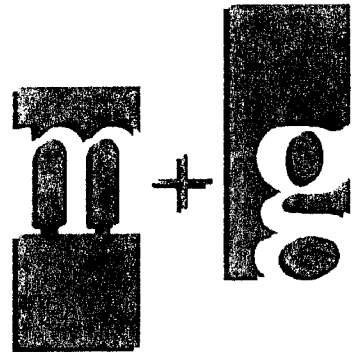
## **LITIGATION AND CLAIMS STATEMENT**

Murphy + Graves Architects would like to certify that we have not received any claims or violations filed against the firm by an Owner or from any regulatory agency within the previous five year period. In addition, no architects or licensed professionals employed by the firm have had their licenses revoked or suspended within the last 10 years. Our company was built on a foundation of integrity, and we continue to uphold a superior standard of professionalism throughout our practice today.

## **PROFESSIONAL LIABILITY INSURANCE**

We have reviewed and understand the insurance requirements for this project, as issued by the Owner. M+G maintains coverage that meets these standards, and information regarding our insurance has been provided in Section K, "AIA B101-2007 Contract".

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... ..



**SUMMARY STATEMENT**

# SECTION H - SUMMARY STATEMENT

Emergency Operation Centers (EOC) are complex facilities that serve as a nerve center during both minor emergencies and large disasters. They are a visible representation of the stability and security of the community in which they exist, and must be able to maintain full operations in any situation. EOCs require an immense amount of planning and attention to detail during design and construction, as well as a consultant that understands the operations of such an integrated public safety complex.

The Murphy + Graves Architects Team understands the challenges that local governments face in meeting the needs of citizens and community interest groups, as well as funding and approval agencies on a daily basis. These issues only become more complex when trying to coordinate an initiative as significant as constructing an EOC. Building layout and design must support high-tech mechanical, electrical and information systems, which are required to be operational at all times. Programming and staffing schedules must also be accounted for during planning and design to allow for immediate response and constant communication. Since this exact team is currently completing the Powell, Rockcastle and Madison County EOCs, we are incredibly well versed on the state and local regulations, building codes and statutes that will directly affect the success of this project.

Our Team has worked with municipalities across the Commonwealth to efficiently plan, design and construct state-of-the-art, yet cost-effective, public safety facilities. This experience includes the Powell, Rockcastle and Madison County EOCs, Madison County EMS and 911 Center, Carlisle County Courthouse and Emergency Operations Center, the Public Safety and Emergency Management Center at Murray State University, Muhlenberg County EOC, McCracken County EOC, Jama M. Young Secure Technology Building, in addition to numerous fire stations, 911/emergency management facilities and data/technology centers.

For each of these projects we worked side-by-side with the Owner and their representatives to coordinate agency approvals and facilitate the public bidding process, all while delivering facilities that the client was proud of. However, there is a elevated sense of pride with the LFUCG EOC because we are a Lexington-based firm. If selected, **we look forward to continuing our relationship with FEMA CSEPP, Mission Critical Partners, SCHRADERGROUP Architecture and working with LFUCG to design the emergency operations center that our community deserves!**

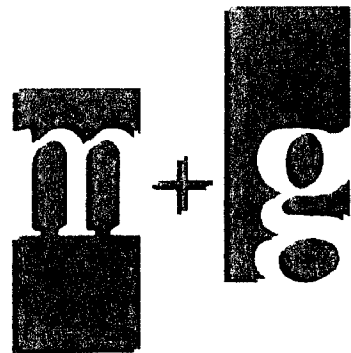
In addition to expertise and depth of experience, our firm only takes on a limited number of projects, which allows us to focus, as well as devote our most experienced personnel to your project. We deliver direct and sustainable solutions that help coordinate resources during an emergency and support recovery from the impact of a disaster. We approach each project as an opportunity to give back and serve the communities in which we work.

We are familiar with the vision and goals of the LFUCG, as well as the consequences if an emergency complex is not planned, designed and constructed properly. Being involved in the rebuilding of West Liberty has shown us what can happen without an adequate facility or disaster plan, and it is critical that your EOC be effective at all times. Our Team's success is based on a reputation for quality and reliability, and we have the expertise, capacity and availability to complete this project on time, within budget and as per your needs!

## TEAM BENEFITS

We are confident in our abilities and believe these areas distinguish us:

- **WE OFFER LARGE FIRM EXPERIENCE, WITH SMALL FIRM ATTENTION**
  - Our dedicated professionals have decades of experience designing public safety facilities.
  - You will not be "sold" by principals in the firm and then passed off to junior professionals.
- **WE HAVE EXTENSIVE EOC / 911 / DATA CENTER PLANNING AND DESIGN EXPERTISE**
- **WE PRODUCE COST-EFFECTIVE AND MANAGEABLE FACILITIES**
- **A TRACK RECORD OF STAYING ON SCHEDULE AND WITHIN BUDGET**
  - Our job is to be good stewards of your money and get the most facility for the available funds.
  - Your time is important, so quick and efficient completion is vital to the success of this EOC. Our Principal will oversee each step of the project.



## REFERENCES

## SECTION I - REFERENCES

Our Team has had the privileged of working with county-level officials on a multitude of public safety projects over the years, and we are extremely proud of the relationships we have built. We encourage LFUCG to contact the following individuals as a testament to our dedication to clients; our commitment to a successful project; and their confidence in our ability to continuously meet or exceed their expectations.

**Mr. Carl Richards, Director**

Madison County EMA  
560 South Keeneland Drive  
Richmond, Kentucky 40475  
859.624.4787  
crichards@madisoncountyma.net

**Mr. Danny McCormick, Director**

Powell County CSEPP  
56 Atkinson Street | P.O. Box 1237  
Stanton, Kentucky 40380  
606.663.0599  
pcemcsepp@gmail.com

**Mr. Howell Holbrook, Director**

Rockcastle County CSEPP  
205 E. Main Street  
Mt. Vernon, Kentucky 40456  
606.256.8436  
holbrookhh@windstream.net

**Judge/Executive Greg Terry**

Carlisle County Fiscal Court  
P.O. Box 279  
Bardwell, Kentucky 42023  
270.628.5451  
judge@ccfcky.com

**Judge/Executive Pat White**

Whitley County Fiscal Court  
P.O. Box 237  
Williamsburg, Kentucky 40769  
606.549.6000  
pwhite@2geton.net

**Mr. Keith Ingram, Project Manager**

University of Kentucky Capital  
Project Management Division  
222 Peterson Service Building  
Lexington, Kentucky 40506  
859.257.5911 x 237  
kingram@email.uky.edu



PROJECT FEE

# SECTION J - PROJECT FEE

Based on scope of work and extensive pre-proposal research, we are proposing the following lump-sum fee for the Lexington-Fayette Urban County Government Emergency Operations Center.

<b>TASK</b>	<b>FEE</b>
Balance of Schematic Design Phase	\$ 63,100
Design Development Phase	\$ 84,800
Construction Document Phase	\$167,600
Bidding Phase	\$ 21,700
Construction Admin and Close Out	\$ 84,800
Reimbursables	\$ 5,000 (not to exceed)
<b>TOTAL PROPOSED FEE</b>	<b>\$422,000</b> (w/out reimbursables)
	<b>\$427,000</b> (with max. reimbursables)

*Should Commissioning be required by LFUCG, our team would provide those services via Paladin, Inc. at the following fee:*

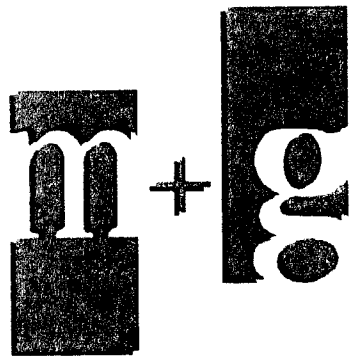
Commissioning Authority	\$66,251
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### **Land Development Approval Process:**

*Palmer Engineering will be providing Land Development Approval Services for our Team, and their hourly rates are as follows:*

Principal	\$200
Licensed Professional Engineer (PE)	\$150
Project Manager	\$150
Land Surveyor	\$115
Engineer (EIT)	\$100
Engineering Technician II	\$110
Engineering Technician I	\$ 90
Environmental Project Manager	\$135
Biologist	\$ 95
Environmental Technician	\$ 90
Two (2) Person Survey Crew	\$170
Three (3) Person Survey Crew	\$215
Clerical	\$ 75





AIA B101-2007 CONTRACT

# AIA<sup>®</sup> Document B101<sup>™</sup> - 2007

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the 15<sup>th</sup> day of May in the year 2013

**BETWEEN** the Architect's client identified as the Owner:

Lexington Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507

and the Architect:

Murphy + Graves Architects  
3399 Tates Creek Road, Suite 250  
Lexington, Kentucky 40502  
Phone: (859) 559-0504

for the following Project:

LFUCG Emergency Operations Center  
Project to include design, construction and building systems integration of the LFUCG  
Emergency Operations Center at 115 Cisco Road, Lexington Kentucky (formerly the  
LFUCG Youth Services Center)

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

LFUCG Emergency Operations Center  
Project to include design, construction and building systems integration of the LFUCG Emergency Operations Center at 115 Cisco Road, Lexington Kentucky (formerly the LFUCG Youth Services Center)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Construction is estimated to occur from August 2014 through March 2015

.2 Substantial Completion date:

LFUCG anticipates occupancy of facility in January 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

- .1 General Liability  
\$ 1,000,000.00 per occurrence and \$ 2,000,000.00 aggregate
- .2 Automobile Liability  
\$ 1,000,000.00 per occurrence
- .3 Workers' Compensation  
\$ 100,000.00 each accident  
\$ 500,000.00 – policy limit  
\$ 100,000.00 disease -- each employee
- .4 Professional Liability  
\$ 1,000,000.00 per claim and  
\$ 3,000,000.00 aggregate per annum
- .5 Employer's Liability  
\$ 500,000.00

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

##### **§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with



reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

<b>Additional Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>	<b>Location of Service Description</b> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Owner	Provided by MCP & Schrader
§ 4.1.2 Multiple preliminary designs	Owner	Provided by MCP & Schrader
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Basic Services	
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	Basic Services	
§ 4.1.8 Landscape design	Basic Services	
§ 4.1.9 Architectural Interior Design (B252™-2007)	N/A	
§ 4.1.10 Value Analysis (B204™-2007)	N/A	

§ 4.1.11	Detailed cost estimating	Basic Services	
§ 4.1.12	On-site project representation	Owner	
§ 4.1.13	Conformed construction documents	Basic Services	
§ 4.1.14	As-Designed Record drawings	N/A	
§ 4.1.15	As-Constructed Record drawings	Basic Services	
§ 4.1.16	Post occupancy evaluation	N/A	
§ 4.1.17	Facility Support Services (B210™-2007)	N/A	
§ 4.1.18	Tenant-related services	N/A	
§ 4.1.19	Coordination of Owner's consultants	N/A	
		Basic Services	Building Systems Data and Voice Cabling. Building security systems AV and Radio pathways.
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	N/A	
§ 4.1.22	Commissioning (B211™-2007)	N/A	
§ 4.1.23	Extensive environmentally responsible design	N/A	
§ 4.1.24	LEED® Certification (B214™-2007)	N/A	
§ 4.1.25	Fast-track design services	N/A	
§ 4.1.26	Historic Preservation (B205™-2007)	N/A	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	N/A	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
  - .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
  - .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
  - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 Evaluation of the qualifications of bidders or persons providing proposals;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- or

- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

**§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

**§ 4.3.4** If the services covered by this Agreement have not been completed within (To be determined)      (      ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**§ 5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the

Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction in Fayette County.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Lump Sum Fee of \$437,000.00 based on a construction budget of \$6,900,000.00. (Should Commissioning be required, an additional fee of \$66,215.00 will be required.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

See attached Hourly Rate Schedule for Murphy + Graves (Refer to Article 13)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

See attached Hourly Rate Schedule for Murphy + Graves (Refer to Article 13)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

See attached Hourly Rate Schedule for Murphy + Graves and Consultants (Refer to Article 13)



**Employee or Category**

**Rate**

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1 times the actual cost of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

6.5 % per annum

**§ 11.10.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Other documents:

Risk Management Provisions Insurance and Indemnification  
Indemnification and Hold Harmless Provision: Items 1 – 5 on pages 39 and 40 of 46 will require further review and discussion prior to execution of this agreement from Murphy + Graves Architects

The following will be provided in the event Murphy + Graves Architects is awarded the Project:  
Murphy + Graves Architects, Marcum Engineering, Bacon Farmer Workman Engineering and Testing, Barrett Partners, and Palmer Engineering’s Insurance Certificates  
Murphy + Graves Architects, Marcum Engineering, Bacon Farmer Workman Engineering and Testing, Barrett Partners, and Palmer Engineering’s Insurance Hourly Rate Schedules for Additional Services

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

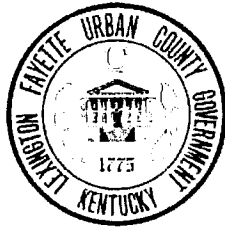
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Charles Trimble - Principal

\_\_\_\_\_  
*(Printed name and title)*



**REQUIRED FORMS**



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Maral  
Commissioner

**ADDENDUM #1**

RFP Number: **#15-2013**

Date: May 22, 2013

Subject: Public Safety EOC Architectural & Engineering Services

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Posting of Pre-Proposal Meeting Sign In Sheet and Q & A Document #1. See attached files "**RFP #15-2013 Pre-Proposal Sign In Sheet.pdf**" and "**RFP #15-2013 Q and A Document #1.doc**".

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP/RFI and specifications are unchanged.

This letter should be signed, attached to and become a part of your proposal.

**PROPOSAL OF:**

Murphy + Graves Architects

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**ADDRESS:**

3399 Tates Creek Road, Suite 250 Lexington, Kentucky 40502

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**SIGNATURE OF SUBMITTER:**

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## AFFIDAVIT

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

1. His/her name is Chuck Tripp and he/she is the individual submitting the proposal or is the authorized representative of Murphy + Graves Architects, LLC, 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 Wayne

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

Murphy + Graves Architects, \_LLC  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Murphy + Graves Architects, PLLC

Date: 5 / 28 / 2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1
Professionals	6	6								6	
Superintendents											
Supervisors											
Foremen / Construction Admin	3	3								3	
Technicians	5	1	4							1	4
Protective Service											
Para-Professionals	8	4	3		1					4	4
Office/Clerical	2		2								2
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	25	14	10		1					14	11

Prepared by: Lindsey Tudor, Director of Client Relations  
*Name & Title*



**LFUCG MBE/WBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 1512013 Public Safety C**

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Jarrett Partners, Inc. 2000 Birch Street Lexington, MA 01501 p:851.381.6600 e:tony@jarrettpartnersinc.com	Landscape Architecture	TBD based on final construction budget	6%
2. Paladin, Inc. 113 Walton Avenue Lexington, MA 01508 p:851.252.3000 e:robertsc@paladinny.com	Commissioning Authority	TBD based on final construction budget	%
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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.

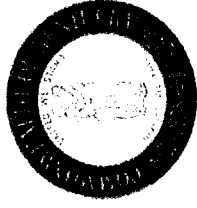
Murphy + Graves Architects, PLLC  
 Company  
May 28, 2013  
 Date

Chuc Trimble  
 By  
Principal  
 Title

Mike W. Hancock, P.E.  
Secretary  
Kentucky Transportation Cabinet

Steven L. Beshear  
Governor

# COMMONWEALTH OF KENTUCKY



## Transportation Cabinet

certifies that

BARRETT PARTNERS, INC.

209 E. High Street, Lexington, KY 40507

*has met all eligibility requirements  
to participate in the  
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

A handwritten signature in black ink, appearing to be "A. Beshear", written over a horizontal line.

DBE Liaison Officer

March 30, 2014

Renewal Date

**Kentucky**  
UNBRIDLED SPIRIT™

RCSE9988

Certification Number

October 14, 2013

Expiration Date

N BOC

NATIONAL WOMEN BUSINESS OWNERS CORPORATION

*Certifies that:*

Paladin, Inc.

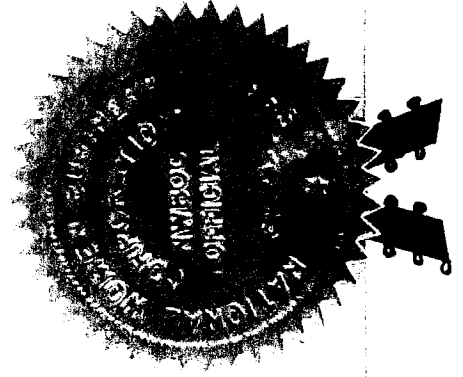
*has successfully met the requirements of the NWBOC National Certification Program for certification as a woman-owned and woman-controlled business.*

*Jessie Thomas Long*  
President

October 15, 2012  
Date

NAICS Code(s): 541330

NWBOC, 1001 W. Jasmine Drive, Lake Park, FL 33403, 800-675-5666, www.nwbo.com  
Tampering or altering this certificate is, in the discretion of NWBOC, grounds for termination of certification.



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # 15-2013 Public Safety PCC**

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

Attended LFUCG Central Purchasing Economic Inclusion Outreach Event

Sponsored Economic Inclusion event to provide networking opportunities

Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine

Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers

Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date

Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote

Provided plans, specifications, and requirements to interested MBE/WBE subcontractors

Other  
Please list any other methods utilized that aren't covered above.

Murphy + Graves Architects, PLLC is committed to utilizing the services of MBE/WBE firms anytime their specific qualifications and expertise match the needs of a particular project we are leading. This commitment applies to all phases from schematic design through completion of construction.

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

Murphy + Graves Architects, PLLC  
Company

Chuc Trimble  
Company Representative

May 28, 2013  
Date

Principal  
Title

Firm Submitting Proposal: Murphy + Graves Architects, PLLC

Complete Address: 33000 Tates Creek Road, Suite 250 Leintion, 220502  
Street City Zip

Contact Name: Chuc Trimble Title: Principal

Telephone Number: 850550500 Fax Number: 850550523

Email address: chuc@murphygraves.com

## 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

May 28, 2013

\_\_\_\_\_  
Date