

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of Nov. 3, 2023, between e LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Champlin/Haupt Architects Inc. dba EOP Architects** (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents of the **New Senior & Therapeutic Center** as contemplated in the **OWNER**'s Request for Proposal No. 40-2023. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #40-2023.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 40-2023. (**Exhibit "A"**), and Consultant's Response dated October 12, 2023 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 40-2023. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and

supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

- 3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. See **Exhibit "A"** for the project timeline/schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under **DISPUTES**, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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

Design Stage (Total Services Below)

Schematic Design Phase: (percentage of total services)	<u>\$201,354</u> <u>21%</u>
Design Development Phase: (percentage of total services)	<u>\$199,444</u> <u>21%</u>
Construction Documents Phase: (percentage of total services)	<u>\$335,335</u> <u>35%</u>

Total Architectural/ Engineering Services \$736,133

Note: Construction is currently unfunded. This Agreement may be amended at the time of construction funding to include Bidding Phase & Construction Administration in the amount of:

Bid Phase: (percentage of total services)	<u>\$42,494</u> <u>4%</u>
Construction Administration Stage: (percentage of total services)	<u>\$173,123</u> <u>18%</u>

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer’s satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>210</u> \$/HR
<u>Project Manager</u>	<u>168</u> \$/HR
<u>Registered Architect</u>	<u>158</u> \$/HR
<u>Graduate Architect</u>	<u>147</u> \$/HR
<u>Clerical</u>	<u>95</u> \$/HR
<u>Sr. Interior Designer</u>	<u>163</u> \$/HR
<u>Interior Designer</u>	<u>142</u> \$/HR
<u>Graphic Designer</u>	<u>84</u> \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

5.2. Times of Payment.

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

OWNER's receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

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

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination

of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

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

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

OWNER:

Linda Gorton
Mayor

CONSULTANT:

Chris Estes
Chris Estes, Principal
Champlin/Haupt Architects Inc. dba EOP Architects



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #40-2023 New Senior & Therapeutic Center Design** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 12, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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.

Pre-proposal meeting will be held via Zoom, September 21, 2023, 1:00 pm.

Join Zoom Meeting

<https://us02web.zoom.us/j/81686992789>

Meeting ID: 816 8699 2789

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20
2. Demonstrated understanding of the project requirements. Provide past experience with similar projects and building systems, including modeled performance versus actual performance energy data. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 30

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

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

Affirmative Action Plan

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

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

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

Director, Division of Procurement
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 Procurement, (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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$1 million per occurrence
Professional (E&O Liability)	\$1 million per claim

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 (DOI). 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. 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.
- d. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

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

Verification of Coverage

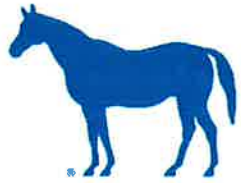
BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.



LEXINGTON

REQUEST FOR PROPOSALS

FOR:

New Senior & Therapeutic Center – Design

RFP #40-2023

Department of General Services

Division of Facilities & Fleet Management

Project Management Group

September 2023

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1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from Architectural/ Engineering Consultants who are expertly qualified in the performance of professional design services relating to new building construction.

The purpose of these services is for a New Senior & Therapeutic Center to be located in Shillito Park - 300 W Reynolds Rd, Lexington, KY 40503. The proposed site is owned by LFUCG and is beside the Lexington Fire Department's Station #15 located at 3308 Shillito Park Rd, Lexington, KY 40503. The new facility is anticipated to be a 1 story building at approximately 23,500 SF. The site will need to accommodate an appropriately size parking lot, safe and efficient site access (pedestrian/ automotive) including a connection to the existing Shillito Park walking trail and the design of a new 4- way intersection on Shillito Park Road and encompass an overall design that is sensitive to the context of Shillito Park.

The address for the **New Senior & Therapeutic Center** is:
3360 Shillito Park Rd, Lexington, KY 40503

The Project shall consist of Two Stages:

- Stage 1: Design Stage
 - Stage 2: Construction Administration Stage
- Note: Cost estimates provided by the Consultant during Stage 1 will be used to secure funding for Stage 2. Consultant Services Agreement may be amended for Bidding Phase & Construction Administration Phase at the time of construction funding.

1.1 - PROJECT NARRATIVE

LFUCG Parks & Recreation and Social Services are partnering to design a New Senior & Therapeutic Center (New STC).

LFUCG Therapeutic Recreation is a year-round program that provides opportunities for individuals with Physical & Emotional disabilities in Lexington to showcase their talents and abilities and enjoy activities through recreation, leisure, and play. The programs are designed to enhance the overall health, wellness, and social needs of individuals with disabilities. The New Center will serve individuals of all ages from elementary, middle, and high school to groups 21 and older through programming such as general education classes, arts & crafts, choir & instrumental music classes, drama, dance, fitness programs, yoga, active & passive games, book club, and gardening. Individuals may participate in indoor and outdoor activities including archery, pickleball, bocce ball, cornhole, and tennis. Therapeutic Recreation special events will include sports watch parties, dances, and cooking demonstrations. The New STC will be a space for developing trust and social skills, building self-respect, meeting new people, gaining life skills for increased independence, and exploring the community.

The Lexington Senior Center, located at 195 Life Lane, is a community focal point on aging where older adults come together for services and activities that enhance their dignity, support their independence, and encourage their involvement in the community. The existing facility receives between 280-350 visitors daily. Census data from 2020 indicates there are currently 62,508 Fayette County residents who are 60 years or older, and it is projected that the senior population will grow by nearly 10% in 2025. This increase will impact the existing Senior Center's ability to offer essential programs at the current facility.

The New STC will offer a wide range of programming including educational forums and classes, art & music instruction, creative writing, health support groups, group fitness classes including step aerobics, strength & stability, seated and standing classes (using balls, bands and weights), yoga, tai chi, meditation, circuit training, line dance exercise classes, book clubs, bingo, blood pressure clinics. The New STC will also

accommodate community events such as vaccine clinics, voting, public meetings, special events, and parties. The New STC may also serve as an emergency shelter for medically fragile seniors.

The New Senior & Therapeutic Center will focus on flexible multipurpose areas to support simultaneous programming for both programs. The facility will serve people of all ages and abilities, many of whom have physical disabilities and use mobility aides; therefore, the design must implement Universal Design principles exceeding ADA requirements for accessibility. Because slips trips and falls are a concern for both groups, special consideration regarding flooring and finishes is required. A Multipurpose Room will be provided to accommodate sports, group activities, and dining area. Dedicated spaces will include a Classroom, Art Studio, Group Fitness Studio, Equipped Fitness Studio, and Catering Kitchen. Associated storage will also be included as required to support various activities and equipment. Administrative offices for New STC staff from LFUCG Parks & Recreation and Social Services will be included as well as space for personal services, private consultations, and a de-escalation space with limited stimulating features (lights/sounds/etc).

Design of flexible/operable partitions shall be included so that spaces can accommodate two separate users. Acoustical recommendations shall also be made to isolate noise produced by simultaneous programming. All furnishings shall be flexible and designed to accommodate both Senior & Therapeutic Recreation populations. All interior finish materials should be long lasting, durable, and aesthetically pleasing, and safe. Budget conscious, standard finish materials are preferred. The design of furniture, fixture, and equipment (FF&E) specifications will be included as work of the Design Consultant and included in the design documents but may be bid as separate contracts from construction. Interior signage should be consistent with Owner's standards, easy to read, and changeable. Exterior signage should be easily visible and vandal resistant. Building and site directional signage is included in this scope of services of the Design Consultant.

The proposed site is within the property boundaries of LFUCG Owned Shillito Park and appears to be adequate in meeting the project scope and requirements. See (Attachment E) for aerial views highlighting the proposed site. Because of the adjacent railroad easement, the openings in the building need to be thoughtfully considered in order to minimize noise transmission. A specialty sound deafening insulation system may also be required in the building envelope. Although a single-story structure is preferred, the Consultant shall conduct a thorough investigation regarding the site-specific structure that best meets the Owner's needs. Due to its proximity to Fire Station #15, it is assumed that utilities are reasonably accessible. A property survey and a geotechnical report are forthcoming and will be provided to the awarded Consultant. The Consultant shall be responsible for reviewing the site and project criteria and gathering any additional necessary information to make recommendations to the Owner regarding building placement and site design.

It is anticipated that the new Senior & Therapeutic Center will encompass roughly 24,000 square feet. The building exterior and parking lot should be well lit to provide for safe use of the facility. Exterior building and site components should be resistant to vandalism and energy efficient. Site improvements shall be designed using Universal Design principles as required to accommodate all new design elements. The site design shall also include evaluation and design of necessary modifications to site utilities including site lighting, new dumpster pad with enclosure, ADA compliant parking and paths as required, a connection to the existing Shillito Park walking trail, and the design of a new 4-way intersection on Shillito Park Road. Storm water management on site and mitigation of run off from adjacent properties will be a critical aspect of the design.

Audio Visual System with built-in enhanced listening technology, IT components, security camera system, access control system, and an intrusion detection system will be included as work of the Design Consultant and included in the design documents but may be bid as separate contracts from construction. A whole

building backup generator is being considered for the New STC. The design and specification of the generator is included as work of the Design Consultant. All lighting shall be LED with limited lighting controls and easily replaceable fixtures.

The New STC design should support LFUCG's policy on energy efficiency by seeking ways to minimize utility consumption, lower operating costs and demonstrate environmental stewardship. The building shall be completely electric powered with a site EUI of design not to exceed 32 kbtu/sqft. The HVAC for the building should be designed to exceed energy performance guidelines without compromising the comfort of building occupants. HVAC systems and components shall utilize BACnet protocol for integration with Owner's existing front-end server. Dedicated outdoor air system(s) for ventilation shall be provided, and mechanical systems should be engineered for long term operating efficiency, energy costs, and maintenance costs. The Consultant shall make recommendations and provide cost analysis for infection risk management strategies in the HVAC design, which may include additional specifications for air exchange, filtration, and/or disinfection. An overall mechanical systems evaluation must be made available to the Owner before a final decision on the mechanical system is made. The Design Consultant shall ensure the mechanical systems can be serviced and maintained by locally available tradespeople. The system must be accessible for maintenance and repair. If the mechanical system is at ground level, adequate security must be provided.

As work of Phase 1, the Consultant shall specify to what degree, if any, that system commissioning will be required/recommended for the project, and the Design Consultant shall advise Owner on procurement options. During Phase 2, the Consultant shall document the commissioning scope of work and basis of design of applicable systems and assist the Owner with incorporating the requirements into an RFP for independent commissioning of the building.

The New STC design should incorporate a photovoltaic system or incorporate elements to make the building 'solar ready' for the possible inclusion of photovoltaics in the future if value engineering is necessary. Consultant shall explore, make design recommendations, and provide a cost analysis for proposed systems (e.g. roof-mount, ground-mount, parking lot canopy, etc.). At a minimum the design shall include orientation and layout for a solar panel system; reserved areas for modules and inverters; reserved capacity for interconnection in electrical panel; and, if applicable, method of attaching to the roof and calculation of structural load capacity available for the solar system.

The parking lot will be designed to minimize foot traffic that crosses drive aisles and will offer a minimum of 200 spaces. Barrier free accessible parking is preferred. Since the New STC will be located inside an existing park, site layout and landscaping will be designed in coordination with park amenities and landscaping. Temporary parking to accommodate both park activities and construction requirements will be planned by the design team. The design process will be collaborative. Input from the New STC staff and participants will be part of the design process.

This Request for Proposal includes all phases of design and outlines each phase with minimum requirements and recommendations within two project stages; however, only funding for Stage 1 (Design) has been funded. Detailed third-party cost estimates will be required at five project milestones throughout the design process: Schematic Design, 95%; Design Development, 50%; Design Development, 95%; Construction Documents, 50%; Construction Documents, 95%. The Consultant's cost estimating will be used by the Owner to budget for construction. In the case that construction is funded, the Consultant's contract will be amended to include Stage 2 (Construction Administration) based on fees designated on the Form of Proposal provided in response to this RFP. Stage 1: Design Stage, includes a schematic design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one-year workmanship warranty provided by the

contractor. The Design Consultant will present design and cost estimate information to LFUCG Administration/Council as required. Refer to Section 1.3a - STAGE 1: Design Stage below for a complete list of project deliverables.

Design recommendations shall include, at a minimum, comparisons of probable costs, product lifecycles, maintenance requirements, and site considerations. Bid Alternates will likely be included in the final design documents to meet Owner's budget limitations. This project will follow a Design-Bid-Build delivery method in which Bid Documents should be ready to advertise in the summer of 2024. Refer to the Project Schedule (Attachment C).

1.2 - PROGRAM & TECHNICAL REQUIREMENTS

The New Senior & Therapeutic Center is anticipated to be approximately 24,000 GSF on approximately 8 acres in Shillito Park. The building shall be sited in accordance with all codes, zoning, and applicable regulations. The building should be oriented to address Shillito Park Road. Site entrances/exits shall account for pedestrian right-of-way and access & proper sightlines, and appropriate alignment & distances from Reynolds Road intersection and adjacent Fire Station #15 drive.

Building configuration, material assemblies, lighting, and building technology shall provide a reasonable level of safety and security per the building typology. Consultants shall collaborate with the LFUCG Parks & Recreation, Social Services, and Public Safety for safety and security strategies to be implemented within the design. At a minimum, the design shall include interior door locks and considerations to support Active Shooter protection and a system to lock down the building if there is an outside threat. The orientation of the parking lot and drive need to be designed to allow EMS/Fire/Police to render aid while maintaining traffic flow in the parking lot. Additional interior and exterior design considerations shall implement Universal Design beyond ADA compliance, life safety, egress paths, exit signage, exit lighting, etc. shall be evaluated for compliance with the latest.

Consultants shall collaborate with the various LFUCG Departments and end users, including Capital Project Management, Facilities Management, Social Services, Parks & Recreation, IT, and Traffic Engineering to ensure all required scope elements are met. Program (Attachment D) and design considerations include:

Lobby/Entrance/Reception – 2000 SF

- Auto operating entrance doors
- 42" wide doors to accommodate bariatric wheelchairs, etc.
- Bench seating in/outside of Vestibule
- Lobby seating – area for seated and nonseated patrons
- Security desk located at entrance
- Reception Desk located directly in front of entrance doors
- Café with casework including small sink, ice machine, vending machine, coffee machine with water line
- Quiet, de-escalation space adjacent to lobby but isolated from noise/lights
- AV System with built-in enhanced listening technology

Administrative Space – 1,300 SF

- Senior Center: 2 offices, 1 of those shared plus a laptop workstation for visiting staff
- Therapeutic Recreation: 3 offices, 1 of those shared
- Consultation Room near Vestibule
- Staff Restroom - Shall be accessible and meet ADA/Universal Design guidelines where applicable. Fixtures shall be calculated per occupancy count and applicable plumbing codes

- Breakroom with full size refrigerator, double bowl sink, microwave, countertop space, coffee pot, and casework.
- Workroom located near offices and workstations to include copier/printer, file area, supply storage, etc.

Classroom – 2100 SF

- Operable Partition with acoustic isolation above
- General Storage Area (minimum of 50 SF)
- AV System with built-in enhanced listening technology

Multipurpose Room – 5,500 SF

- Double height space with built-in sports equipment
- Hard surface flooring / Sportsflooring / No carpet
- Graphics to designate walking path
- Area for spectators but no bleachers required
- Space shall accommodate ambulatory & non-ambulatory programming including:
 - Pickleball, Basketball, Tennis, Volleyball, Hockey, Cornhole, Bocce Ball
- General Storage Area (minimum of 100 SF) to accommodate equipment & tables/chairs
- AV System with built-in enhanced listening technology

Art Studio – 1,400 SF

- Casework with counter and deep art sink with trap
- Sheet flooring with no cracks
- Adjustable height tables
- General Storage Area (minimum of 50 SF)
- AV System with built-in enhanced listening technology

Catering Kitchen – 300 SF

- Casework with two compartment sink deeper than 9"/Stove/Oven/Refrigerator/Microwave
- Worktables for instruction not required

Group Fitness Studio – 3500 SF

- Separate Ingress & Egress areas/ Lobby for waiting separate from exit area
- Mirrors located on at least front and side walls
- Ceiling fans
- Casework including storage cubbies/coat hooks
- General Storage Area (minimum of 50 SF) - Open storage room for equipment/Storage for large exercise balls
- Separate HVAC system
- AV System with built-in enhanced listening technology

Equipped Fitness Center – 3,500 SF

- Mirrors located on at least one wall
- Storage cubbies
- Phone for emergencies
- Circulation plus transfer space required at equipment
- General Storage Area (minimum of 50 SF)
- Separate HVAC system
- AV System with built-in enhanced listening technology

Restrooms – 1,200 SF

- Shall be accessible and meet ADA/Universal Design guidelines where applicable. Fixtures shall be calculated per occupancy count and applicable plumbing codes
- Auto operators on doors

- Emergency hardware for lockdowns
- ADA (first stall) + All ambulatory stalls
- Smooth toilet partitions for cleaning
- Occupancy indicators on stalls or doors that don't extend to floor
- Stand Alone RR with Roll in Shower & Electric Changing table for adults - built-in bench, removable shower head

Mechanical/Electrical/Utility – SF as required

- Utility Space shall include mop sink, utility sink, laundry, and storage.
- Mechanical and Electrical rooms to be properly sized per appropriate building systems

Circulation – SF as required

- Circulation per building configuration and layout

Exterior Design Considerations

- No Curb separating front drive from walk
- Entrance Canopy completely attached to building to prevent leaks
- No breakaway bollards
- Low maintenance landscape / limited gardens
- Landscape should not obscure sight lines to building or create "hiding spaces"
 - Consider exterior camera placement so that landscape does not obscure view
- Rain screen should drain water to prevent mold
- Large receiving area
- Double line to separate parking spots / generously sized parking spots
- Additional ADA parking beyond code requirements
 - No breakaway parking signs
 - Wheel stops at all parking spots that have signs
- Raised garden beds
 - Deep enough for proper drainage/moisture retention
 - Provide accessibility for wheelchair
- Smooth paved surface suitable for walkers
 - All exterior walkways adjacent to the building should be 8 ft wide so that walkers/wheelchairs can maneuver past an open door on the pavement
- Shaded exterior space
 - With benches
 - Exterior furnishings should be low maintenance (not Teak)
 - Include design of furnishings, but separate contract from construction
 - Use Parks standards and price contract for exterior furnishings.
- Fenced boundary around flat grassy space to accommodate 20 people
- Built in sensory/ water features for mental & physical stimulation
- Vandal resistant finishes
- Outdoor storage space
- Shillito Park amenities will not be recreated on this site, i.e. playground equipment, etc.
- Design of continuation/connection to Shillito Park Walking path to be included
- Design of 4-way intersection on Shillito Park Road to be included in this project

Additional Notes:

- All furniture and casework to be coordinated with Owner to ensure proper power, data, and blocking locations. Power & data shall be located to allow for flexible use and arrangements.
- Consultants shall coordinate with Owner for LFUCG standards. Owner will provide consultant with all available LFUCG standards as necessary.
- Consultant shall explore opportunities of operable partitions between large spaces to allow for

- greater capacity and flexible program use.
- Consultant shall coordinate all colors and finishes with the Owner graphics. Sample boards for interior and exterior finishes shall be submitted and reviewed with the Owner for approval.
- All exterior & interior finish materials should be long lasting, durable, and easily maintained.
- Building exterior and parking area shall be well lit to provide for safe use of the facility. Exterior lights should be resistant to vandalism and be energy efficient.
- Consultant should consider permeable surfaces and landscaping options when evaluating storm water management.

The Consultant shall provide continual coordination with the owner and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. A preliminary program of spaces has been outlined above, but the Consultant shall be responsible to update and finalize the Program of Spaces as necessary with Owner approval. The Consultant shall prepare alternates at the Owner's request, or as recommended by the Consultant and approved by the Owner.

1.3 - SCOPE OF BASIC SERVICES

General Requirements:

- a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (3) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half-size sets of drawings as a portion of the required amount of hard copy sets per each submission.
- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to design schedule (Attachment 'C').
- e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
- f. **Authorization to Proceed** - Where multiple phases of work are outlined, the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

1.3a - STAGE 1: Design Stage

The design stage of the project shall include all phases of design as outlined below. The Consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. Minimum requirements for each design phase are listed below. However, it is the Consultant's responsibility to communicate the design intent and full scope of work. Content established in the

minimum requirements may be shown or indicated where the content is best communicated. The Consultant shall be responsible for determining additional content as necessary to complete the full design intent based on the Owner's Project Requirements. The scope of this project will include full professional services for new construction and site development. The Consultant shall seek continual input from the Owner throughout each phase of the project.

Phase 1: Schematic Design - Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. Continual input from the Owner shall be actively sought throughout the schematic design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

- Program of Spaces/ Defined Scope of Work**
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

- Preliminary Estimate of Probable Construction Cost.**
The Probable Construction Cost shall be itemized with unit costs. If the Consultants Preliminary Estimate of Probable Construction Cost is over an Owner provided construction budget, the Consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

- Schematic Design Narrative & Documentation**
Written documentation and justification of proposed major building systems. Identify each major building system (HVAC systems, building envelope, electrical, plumbing, etc.). Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used. Specify to what degree, if any, that system commissioning will be required/recommended for the project and advise Owner on procurement options.

- Schematic Design Drawings (include at a minimum):**
 - **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and owner name & contact information.
 - **Site Plan:** Incorporate Boundary and Topographic Survey Data, Preliminary Grading Plan, and Utility Plan showing anticipated proposed tie-in locations where applicable.
 - **Floor Plans:** Room descriptions and square footages of each space, plumbing fixtures, all major MEP components applicable to the scope of work at the schematic level, line diagrams as necessary, and overall dimensions.
 - **Elevations:** Exterior elevation drawings sufficient to describe the general layout and character of proposed new construction and/or major renovation. All major construction materials and/or components shall be identified on drawings. All major building elevations shall be required for new building construction.

Schematic Design Deliverables:

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The Consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The Consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final schematic design submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

Phase 2: Design Development

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach and aesthetic of the building envelope improvements shall be fully communicated within the Design Development Submission. Continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. See below for minimum Design Development Submission Requirements:

 Program of Spaces/ Defined Scope of Work

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

 Independent Third-Party Estimate of Probable Construction Cost at 50% & 95%

The consultant shall engage with a third-party estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved construction cost from a previous phase, the consultant shall work with the third-party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget.

 Outline Specification

Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

Commissioning Plan

The Commissioning requirements shall include basis of design of applicable systems for Owner to incorporate into RFP for independent commissioning of project.

Design Development Drawings (include at a minimum):

- **Site Plans:** Key plan, property lines, building footprint, parking & paving, exterior steps & ramps, sidewalks, fencing. Identify locations of materials (asphalt, concrete, pavers, lawn, etc.), storm water management, spot grades at all entrances & new building corners, grades (at drives, sidewalks, & parking), location of all necessary utilities (power, water, sewer, communication, etc.), and datum points for locating/ placing new construction.
- **Structural Plans:** Key plan, layout of floor & roof framing plans showing major structural components including sizes/ weights, descriptions of floor deck & concrete systems, locations of retaining walls or non-standard foundations and/or framing systems, bearing height of structural elements, finish floor elevations, proposed bottom of footing elevations, location dimensions for all major structural elements/ dimensional tie-ins to architectural plans, narrative describing structural systems for all footings, foundations, floors, roof, and/or modifications.
- **Architectural Plans:** Key plan, Show all major plan elements where applicable (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door numbers, Overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, continuous string of dimensions (minimum of one longitudinally & one laterally) through the building or space that equals the overall dimensions, ceilings (show grid with lighting & HVAC, ceiling heights, changes in ceiling elevations, note materials, show all ceiling mounted items), callouts for building elevations & sections, door & window tags, roofing elements (locate: roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc.), preliminary finish schedule (floors, walls, and ceilings).
- **Elevations:** Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, roof pitch, note all materials & show material extent. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment. Dash & label all required clearances.
- **Building Sections:** Show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, ceilings, soffits, insulation, finish grade, etc.), roof slope, wall section call outs. Provide minimum of two major building sections (one longitudinally & one laterally).
- **Plumbing:** Key plan with legend, preliminary plumbing fixture schedule & equipment schedules for all plumbing equipment (provide makes & model, if available), locate all plumbing fixtures & equipment, locate main water line and include sizing, locate main sewer/ vent lines and include sizing, locate roof drain lines and include sizing. Identify where water, sewer and storm enter/ exit the site/ facility.
- **Mechanical:** Key plan with legend, preliminary equipment schedules with sizes and quantities from basis of design (provide make & model, if known), locate all major HVAC equipment. Provide at a minimum, single line diagram of ducts and pipes sufficient to show zone locations including preliminary sizing for all ductwork mains and piping system main lines on plan view. Locate roof top equipment, fans, HVAC, etc. Ensure all roof top equipment locations allow for proper clearances in relation to parapet walls, exhaust vents, intake louvers, etc. Confirm proper existing and/or new structure with equipment weight

& vibrations. Coordinate & allow for proper equipment curbs, roof repairs, and proper flashing. Coordinate locations of all ground equipment, clearances, concrete pads, in-take locations, screen walls / enclosures, etc.

- **Electrical:** Key plan with legend, power plan with legend showing locations of main and distribution panel boards/ outlets along with service entrance and transformer locations, and emergency power systems (generators/ misc. systems). Lighting plan with legend showing the location of lighting, fixture type, controls, dimming systems, exit lighting, and emergency egress lighting. Preliminary fixture schedule showing all fixture types with basis design identified. (make & model, if known). Communications plan with legend showing location of fire alarm pull stations (if applicable), data outlets, phone outlets, etc. Site utility service connections & details, technology documents showing cable tray, outlet locations, main technology closets and outlet details.
- **Energy:** Report to include energy modeling and life cycle cost analysis as basis for mechanical system selection.

□ **3D Images/ Samples:**

Provide color 3D images of all 4 major elevations to show the proposed new building envelope. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building envelope. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample board of all major exterior materials (brick, metal panels, stone/ casts tone, fascia material, window finishes, glass samples, etc.)

Design Development Deliverables:

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting and keep a record of the meeting minutes along with all Owner comments and action items. Only one material sample board is required at 98% submission unless updates are necessary. If updates are necessary, an updated material sample board may be resubmitted at final completion of the phase. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments and submit three full hard copy sets and one digital set of all submission items for the final design development submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

Phase 3: Construction Documents

The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved alternates. Drawings and specification shall be coordinated by the design consultant for quality and completeness. Continual input from the Owner shall be actively sought throughout the Construction Document process. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Central Purchasing. LFUCG Front End Documents, Parts I through VIII will be completed by Central Purchasing with assistance from the design consultant and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII-

Addenda. Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. The completed construction documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. See below for minimum Construction Documents Submission Requirements:

Program of Spaces/ Defined Scope of Work

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

Independent Third-Party Estimate of Probable Construction Cost at 50% & 95%

The consultant shall engage with a third-party estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved construction cost from a previous phase, the consultant shall work with the third-party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget.

Project Manual

Specifications shall include all major building, site, and project components/ systems per division of work specific to the project. Consultant shall provide all necessary Divisions (Divisions 01 through 33). Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Consultants shall be responsible for the complete Project Manual and shall include a full table of contents. LFUCG's Central Purchasing will provide LFUCG Front End Documents to be inserted into the Project Manual before advertising for bids. The Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number.

Construction Document Drawings (include at a minimum):

- **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and Bid Number as issued by LFUCG.
- **Civil:** Site layout plans and details including property lines, buildings/ structures, curb cuts, parking & paving, exterior steps & ramps, sidewalks, fencing, curbs, locations of materials (asphalt, concrete, pavers, lawn, etc.), dumpster location & pad/enclosure details, site signage, miscellaneous details (light bases, bollards, curbs, etc.), and all other site improvements. Landscaping plans and details as required by code, ordinances, and/or other required regulations. Site grading plans and details with spot grades at all entrances & new building corners. Include datum points for locating/ placing new construction (coordinate with architectural). Storm water management, sediment and erosion control

plan & details. Site profiles and sections. Utility plans, details, and profiles indicating locations of all utilities, tie-ins, etc. (power, water, sewer, communication, etc.). Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc.

- **Structural:** Structural comments sheet with all code and design basis noting all design parameters, abbreviations, legends, etc. Dimensioned foundation plans with slab notes and details. Dimensioned layout of floor & roof framing plans showing structural components including sizes/ weights. Note all openings, jointing, and edge conditions. Include bearing height of structural elements, finish floor elevations, footing elevations, and location dimensions for all major structural elements/ dimensional tie-ins to architectural plans. Provide sections and details to show all typical and unique foundation and framing conditions. Complete all foundation, column, beam, and lintel schedules and details to convey full scope of work. Include key plan, tags, call outs, etc.
- **Architectural Plans:** Show all major plan elements (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door and window tags/numbers, partition tags, legends, overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, dimension all interior partitions and openings, provide continuous string of dimensions, and key notes to convey full scope of work. Life safety plan to show all exists with actual load and capacity (verify that minimum egress requirements are met), show egress paths per code lengths, verify stair/ ramp/ railing requirements per code, verify wall ratings per code, review plan for handicapped access. Reflected Ceilings to be coordinate with MEP and structural. Show grid with lighting, HVAC, ceiling heights, changes in ceiling elevations, note materials, access panels, and all other ceiling mounted items). Roof Plans and details shall be coordinate with MEP and structural. Locate roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc. Indicate R-value and identify minimum roof insulation at low points. Finish plans to indicate locations and extents of finish materials, material transitions and locations, room names/ numbers, and casework locations. Provide furniture layout to be coordinated with MEP (electrical and data locations to be allow for flexibility in furniture arrangement. Enlarged plans to include kitchen, restrooms, stairs, display areas, etc. Architectural Plans to Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc. Coordinate with Civil, Structural, and MEP.
- **Building Elevations:** Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, flashing, gutters, downspouts, trims, and roof pitch. Note all materials & show material extents and transitions. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment, display areas, and restroom plumbing walls (where heights, arrangements, and finishes need clarification). Dash & label all required clearances. Provide complete notation, call outs, and coordination.
- **Sections:** Building Sections to show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, canopies, ceilings, soffits, insulation, finish grade, etc.). Indicate roof slope and show wall section call outs. Provide minimum of two complete major building sections (one longitudinally & one laterally). Show additional sections as required to convey full scope of work. Show call outs for wall sections were applicable. Provide wall sections for typical conditions, and at all unique conditions (material and construction type transitions, canopy

locations, major entrances, etc.). Note all materials and construction, and provide call outs for larger details. Provide larger details for all areas not conveyed at smaller scales. Show material transitions, and terminations. Show flashing, sealant, and other water proofing details. Provide complete notation, call outs, and coordination.

- **Doors & Windows:** Dimension all doors, door frames, and windows, show elevations and jamb/sill heights, schedule and/ or note all materials/ material types, show swing directions, and coordinate hardware. Show head, jamb, and sill details for all openings. Coordinate with structural, interior finishes, and window treatments (blinds, shades, tints, etc.). Schedule all doors and windows. Door schedule to include: Door number, door size, door material, glass type, door elevation reference, frame material, frame type reference, fire rating, head reference, jamb reference, sill reference, hardware set number (coordinate with specification – hardware specification to include ANSI hardware function.)
- **Plumbing:** Completed plumbing systems foundation drain lines, storm, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. Size all piping including valves, on plan view. Include riser diagrams and details for all systems. Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design. For areas of concentrated equipment, provide enlarged plans for both plan and section views. Indicate the design intent for fire protection system desired, and special equipment (i.e., fire pumps, holding tanks) as necessary and where applicable for the project. Include key plan, legends, tags, call outs, etc.
- **Mechanical:** HVAC plans showing completed systems with size and type of heating and cooling units. Show all connections, pumps, supply and return lines with sizes, valves and slopes, motors, air-handling equipment, and fans. Including types, locations, sizes and capacity of all ducts, grilles and ventilator. Provide plans showing ductwork, piping, and mechanical devices with sizes. Note sound/vibration attenuation measures. Show locations of fire dampers, balance dampers, access panels, and housekeeping pads sized and located on plans. Show completed equipment schedules including makes, models, fan RPM speed, etc., for all systems. For areas of concentrated equipment, provide enlarged plans and section views. Show all piping sized including valves on plan view. Include riser diagrams and details for all systems. Complete control schematic diagram with terminations which correlate with the sequence of operation in the specification. Consultant to advise Owner of equipment and components that affect the building's aesthetic, and/or is in direct view from an exterior pedestrian perspective. Include key plan, legends, tags, call outs, etc.
- **Electrical:** Use standard symbols to show all connections; inside and outside, wall, floor, and ceiling. Show locations and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, special outlets, etc. Electrical light fixture schedule with makes and models to adequately show the basis of design. Lighting control details and risers. One-line diagrams showing all panel sizes, conduit requirements and wire sizes. Panel schedules for all new, renovated and existing panels. Plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices (if applicable) and equipment, emergency power systems, etc. Show mechanical equipment connection schedule. For areas of concentrated equipment, provide enlarged plans and section views. Coordinate technology with LFUCG. Show detailed rack systems for T/D, video/TV, sound, security, intercom, cctv and wireless outlet systems. Provide completed equipment schedules including makes and models for all systems. Provide riser diagrams for all systems. Show incoming service connection details, completed site utility service connections and detail, power plan with legend showing locations of main and distribution panel boards and outlets. Provide lighting plan with legend showing location of lighting, controls, exit

lighting, and emergency egress lighting. Provide communications plan, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, etc. Provide completed power, lighting and communication equipment schedules. Include key plan, legends, tags, call outs, etc.

- **Energy:** Include a final energy model with anticipated utility operating costs (for budgetary purposes).

□ 3D Images/ Samples:

Provide color 3D images of all 4 major elevations to show the proposed new building envelope. 3D images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the final building envelope. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall resubmit an updated sample board of all major exterior materials (brick, metal panels, stone/ casts tone, fascia material, window finishes, glass samples, etc.) Consultants shall also submit a board of interiors finishes (flooring, paint, tile, laminates, wood, etc.) that shall be coordinated with submitted finished plans.

Construction Document Deliverables:

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Central Purchasing for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission.

Phase 4: Bid Phase

The Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Central Purchasing during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions form bidders, and addenda. The Consultant shall be responsible for attending the Pre-Bid Conference and providing a verbal summary of the scope of work. The Pre-Bid Conference will be conducted by the Division of Central Purchasing. The Bid Opening will also be conducted through the Division of Central Purchasing. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids, and providing a written recommendation to the LFUCG Project Manager.

Bid Phase Deliverables:

(1) Hardcopy and one digital written recommendation on company letterhead.

1.3b - STAGE 2: Construction Administration Stage

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has

released the written Notice to Proceed (NTP) to the contractor. Duration of construction administration services will be based on both construction contract time, completion of the original project scope, and Owner's approval of all deliverables. The Consultant shall forward all review items to the LFUCG Project Manager and provide continuous updates and coordination. The Consultant shall inform and coordinate all site visits and construction administration related meetings with the LFUCG Project Manager. The LFUCG Project Manager will be the primary contact for the Owner. All written recommendations and reports throughout the construction phase shall appear on the Consultant's company letterhead. All Owner approvals shall be made in writing.

Phase 1: Construction Administration Phase

Construction Administration shall be provided throughout the Construction Stage in which the Consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. LFUCG Project Manager shall be included on all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

Meetings (Pre-Construction & Progress Meetings):

Prepare agendas, lead meetings, and distribute meeting minutes. Progress meeting shall be scheduled bi-weekly (every two weeks).

Reviews:

Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Closeout Documents, and all other correspondence. All Owner approvals shall be made in writing.

Logs:

Maintain Submittal Logs, RFI Log, ASI, Log, Proposal Log, Change Order Log, etc. At a minimum, all logs shall contain numbered items, item names, relevant dates, item summary, item action, and current status.

Correspondence/ Reports:

Consultants shall document and keep a record of all project correspondence. Clarifications to the construction documents initiated by the Contractor shall be through a Request for Information (RFI). Clarifications initiated by the Consultant shall be through Architectural Supplemental Instructions (ASI). Clarifications made by RFI or ASI shall not change the contract time, or the contract amount. Field Observations shall be made at each Progress Meeting, and Field Observation Reports shall be provided with Progress Meeting Minutes. Work Changes Proposal Request (WCPR) will be used for proposal request with Owner Approval. Written Recommendations from the Consultant shall be required for all proposed Change Orders. The Consultant shall consistently update the Owner and inform the Owner of any deviations from the construction documents, potential time delays, or construction issues.

Inspections:

Consultant shall inspect the full scope of work to determine Substantial Completion. The Consultant shall conduct a second inspection of the full scope of work to determine Final Completion after all Punch List items have been corrected. Consultants shall provide both a Punch List, and a Back-Punch List containing completion dates for each punch-item. A Certificate of Substantial Completion shall be issued to both the Owner and Contractor.

Supplemental Drawings:

Supplemental drawings shall be required to clearly communicate the full scope of work, when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

Record Drawings:

Consultant shall collect the Contractor's marked-up drawings (As-Built Drawings), and digitally update the construction documents for Record Documents to be submitted to the Owner in both hardcopy and digital format.

Close Out:

Consultant shall generate a Project Closeout Checklist containing all close out items as listed in the Contract Documents. This Checklist shall include dates for the following items: Issue of Certificate of Substantial Completion, List of Completed Inspections, Completion of Punch List Items, Final Release of Liens, Consent of Surety, Completed O&M Manuals, Completed Record Drawings, Completion of Back-Punch List, Review of Final Payment Application, Verification of Stock Items Transferred to Owner, and Confirmation of all Deliverables completed and submitted to the Owner.

Construction Administration Deliverables:

- I. Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
- II. Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting.
- III. Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving contractor's proposal and back-up documentation.
- IV. Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
- V. Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-through to determine Substantial Completion.
- VI. Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
- VII. Consultant shall submit the Contractor's Original "As Build" Drawings to the Owner, and the following digital copies of the Record Documents: PDF file of all Drawings, PDF File of the Project Manual, CAD files of all drawings, DOCX files of the Project Manual.
- VIII. Consultant shall submit (1) digital copy of the completed Project Closeout List within (5) days after Final Completion.

Phase 2: One Year Workmanship Warranty Period - Coordination Assistance

Warranty Coordination

Owner assistance, and coordination with the Contractor for correction of warranty items throughout the Contractor's One Year Workmanship Warranty Period.

11- Month Walk-Through

Consultant shall coordinate an 11-Month Walk-Through onsite with the Consultant, Owner, and Contractor. A list of warranty items to be corrected shall be submitted to all parties. The Consultant shall follow-up with the completion of identified warranty items and resubmit the list of warranty items to the Owner with completion dates.

One Year Workmanship Warranty Period Deliverables:

- I. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items within (5) business days of the 11 Month Walk Through.
- II. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items with dates of correction for each item.

1.4 - SELECTION PROCESS

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

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

SCORING CRITERIA

	Total Points
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Provide past experience with similar projects and building systems, including modeled performance versus actual performance energy data.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
Final Technical Score	100

COMPENSATION

Refer to the Sample Contract (**Attachment B**) for complete compensation description.

ATTACHMENT A
FORM OF PROPOSAL

Design Services for the New Senior & Therapeutic Center
Request for Proposal #40-2023
Form of Proposal

Consultant: _____

Address: _____

1. General:

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

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

Design Stage (Total Services Below)

\$ _____

Schematic Design Phase:
(percentage of total services)

\$ _____
_____ %

Design Development Phase:
(percentage of total services)

\$ _____
_____ %

Construction Documents Phase:
(percentage of total services)

\$ _____
_____ %

Bid Phase:
(percentage of total services)

\$ _____
_____ %

Construction Administration Stage –

(percentage of total services)

\$ _____
_____ %

Total Architectural/ Engineering Services

\$ _____

Note: Construction is currently unfunded. The Consultant Services Agreement will be amended at the time of construction funding to include Bidding Phase & Construction Administration.

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

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

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursable expenses will be based on actual costs and shall be mutually agreed to in

advance through the Change Order process to the contract.

Signature

Name

Title

Date

ATTACHMENT B
CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents of the **New Senior & Therapeutic Center** as contemplated in the **OWNER**'s Request for Proposal No. 40-2023. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #40-2023.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 40-2023. (**Exhibit "A"**), and Consultant's Response dated _____ (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 40-2023. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. See Exhibit "A" for the project timeline/schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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

<u>Design Stage (Total Services Below)</u>	\$ _____
Schematic Design Phase: (percentage of total services)	\$ _____ _____ %
Design Development Phase: (percentage of total services)	\$ _____ _____ %
Construction Documents Phase: (percentage of total services)	\$ _____ _____ %
Bid Phase: (percentage of total services)	\$ _____ _____ %
<u>Construction Administration Stage</u>	\$ _____ _____ %
<u>Total Architectural/ Engineering Services</u>	\$ _____

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	_____ \$/HR
<u>Project Architect</u>	_____ \$/HR
<u>Project Manager</u>	_____ \$/HR
<u>Project Associate</u>	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

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

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

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

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

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

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


OWNER:

CONSULTANT:

ATTACHMENT C

NEW SENIOR & THERAPEUTIC CENTER DESIGN				
Task	Duration		Start	Finish
RFP	37	Days	8/1/2023	9/7/2023
Stakeholder Review	6	Days	9/8/2023	9/14/2023
Advertisement - Design RFP	28	Days	9/14/2023	10/12/2023
Pre-RFP Meeting	1	Days	9/21/2023	9/21/2023
RFP Opening	1	Day	10/12/2023	10/12/2023
LFUCG Selection Committee Review	6	Days	10/12/2023	10/18/2023
LFUCG Selection Committee Meeting	1	Days	10/18/2023	10/18/2023
Shortlist Interviews (if needed)	1	Days	10/31/2023	10/31/2023
LFUCG RFP Evaluation /Law & Purchasing Review/Contract	5	Days	11/1/2023	11/6/2023
Approved in Legistar Date	1	Day	11/6/2023	11/6/2023
Council WS	1	Day	11/14/2023	11/14/2023
Council 1st & 2nd Reading DOUBLE READING	1	Day	11/16/2023	11/16/2023
P.O. & NTP	12	Days	11/16/2023	11/28/2023
Design Phase	183	Days	11/28/2023	5/29/2024
Schematic Design	49	Days	11/28/2023	1/16/2024
SD 95% Document + Cost Estimate Review	1	Day	1/16/2024	1/16/2024
Owner Review & Comments	7	Days	1/16/2024	1/23/2024
Schematic Design Final Deliverables Due	7	Days	1/23/2024	1/30/2024
Design Development	42	Days	1/30/2024	3/12/2024
50% DD Cost Estimate Review	1	Days	2/20/2024	2/20/2024
DD 95% Document + Cost Estimate Review	1	Day	3/12/2024	3/12/2024
Owner Review & Comments/Consultant	7	Days	3/12/2024	3/19/2024
Design Development Final Deliverables Due	7	Days	3/19/2024	3/26/2024
Construction Documents	49	Days	3/26/2024	5/14/2024
50% CD Cost Estimate Review	1	Days	4/16/2024	4/16/2024
CD 95% Document + Cost Estimate Review	1	Day	5/15/2024	5/15/2024
Owner Review & Comments	7	Days	5/15/2024	5/22/2024
100% Construction Documents	7	Days	5/22/2024	5/29/2024
Ready to Advertise Final Deliverables	1	Days	5/29/2024	5/29/2024
Advertisement - Construction PENDING FUNDING	28	Days	5/29/2024	6/26/2024
PreBid Meeting	1	Days	6/5/2024	6/5/2024
Bid Opening	1	Day	6/26/2024	6/26/2024
LFUCG Bid Evaluation /Law & Purchasing Review/Contract	5	Days	6/26/2024	7/1/2024
Approved in Legistar Date	1	Day	7/1/2024	7/1/2024
Council WS	1	Day	7/9/2024	7/9/2024
Council 1st & 2nd Reading DOUBLE READING	1	Day	7/9/2024	7/9/2024
P.O. & NTP	7	Days	7/9/2024	7/16/2024
Construction Phase	471	Days	7/16/2024	10/30/2025
Substantial Completion/Punch Inspection	1	Day	10/16/2025	10/16/2025
Final Completion	1	Day	10/30/2025	10/30/2025

ATTACHMENT D

NEW SENIOR & THERAPEUTIC CENTER DESIGN		
 <p>LEXINGTON <i>Facilities & Fleet Management</i></p>	Property Name:	New Senior & Therapeutic Center
	Property Address:	3360 Shillito Park Road, Lexington, KY 40503
	Building Date:	N/A
Department of General Services	Improved Area (GSF):	23,500
Parks & Rec & Social Services	Land Area:	8 +/-Acres (200+ Parking Spaces)
Program of Spaces	# of Stories:	1 Story Preferred, Possibility of 2 Story
	Date:	9/14/2023

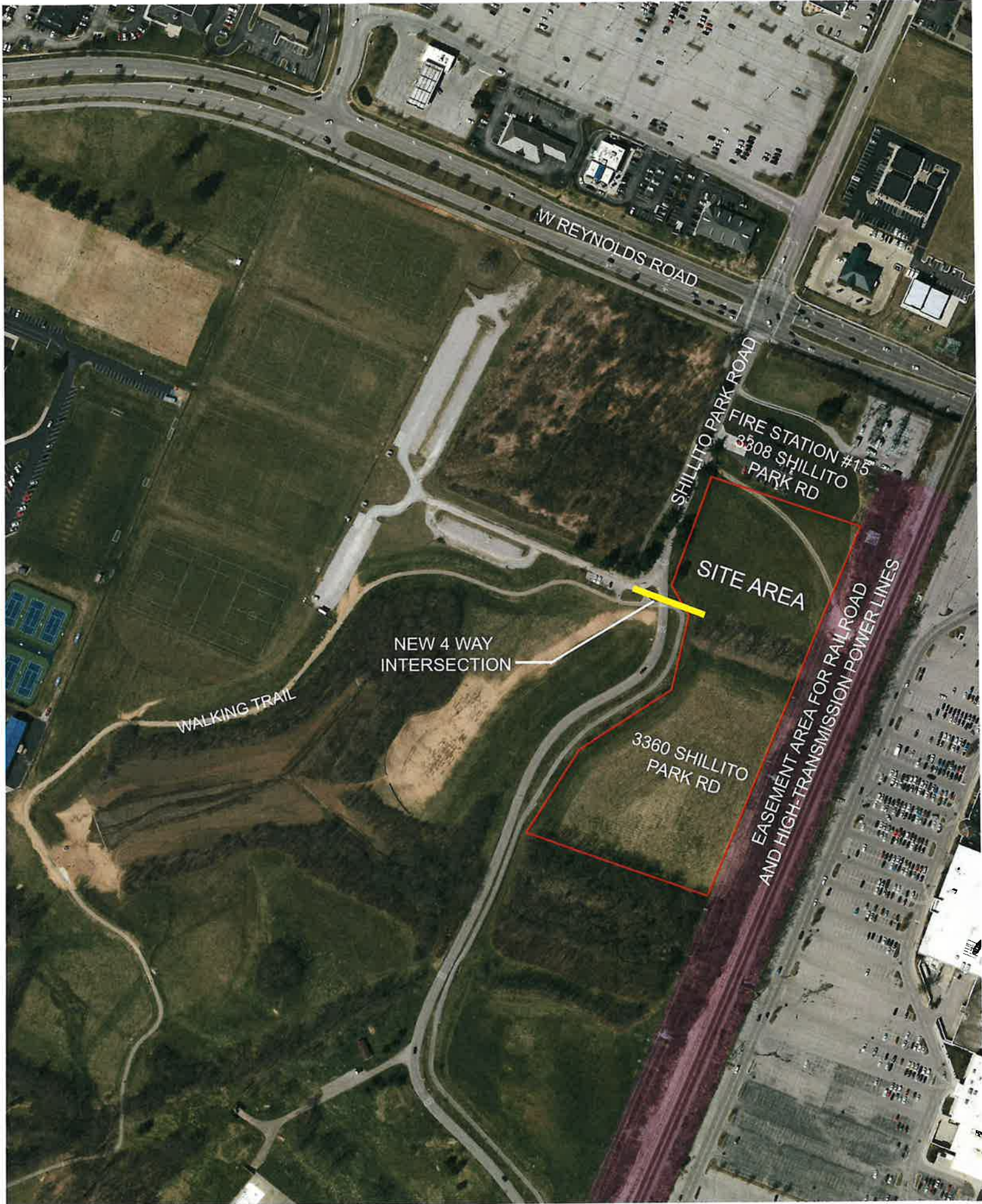
Administrative/ Office	No.		Size	Unit	Extension	Comments
Lobby/ Reception/ Secure Entry	1	@	2000	SF	2000 SF	
Senior Center Office	1	@	150	SF	150 SF	
Senior Center Shared Office	1	@	150	SF	150 SF	
Senior Center Laptop Workstation	1	@	64	SF	64 SF	
Therapeutic Recreation Office	1	@	150	SF	150 SF	
Therapeutic Recreation Office	1	@	150	SF	150 SF	
Therapeutic Recreation Shared Office	1	@	150	SF	150 SF	
Workroom	1	@	150	SF	150 SF	Printer, Copier, Supplies Etc.
Consultation Room	1	@	100	SF	100 SF	Located off Vestibule
Staff Restroom	1	@	64	SF	64 SF	
Breakroom	1	@	150	SF	150 SF	
Catering Kitchen	1	@	200	SF	200 SF	
Subtotal:						3478 SF

Assembly	No.		Size	Unit	Extension	Comments
Multipurpose	1	@	5500	SF	5500 SF	with Storage
Classroom	1	@	2100	SF	2100 SF	with Storage
Art Studio	1	@	1400	SF	1400 SF	with Storage
Group Fitness	1	@	3500	SF	3500 SF	with Storage
Equpped Fitness	1	@	3500	SF	3500 SF	with Storage
Subtotal:						16000 SF

Utility / Equipment	No.		Size	Unit	Extension	Comments
Restroom - Gang	2	@	500	SF	1000 SF	As required by code
Restroom - Single	1	@	200	SF	200 SF	Includes ADA Shower
Mechanical	1	@	500	SF	500 SF	
Electrical	1	@	300	SF	300 SF	
Data	1	@	100	SF	100 SF	
Utility Closet	1	@	100	SF	100 SF	
General Storage	1	@	150	SF	150 SF	May be multiple storage areas
Subtotal:						2350 SF

Total Net Square Feet:	NSF:	21828 SF
Circulation	10%	2183 SF
Total Gross Square Feet:	GSF:	24011 SF

ATTACHMENT E - VICINITY AERIAL





New Senior & Therapeutic Center – Design Only

Lexington-Fayette Urban County Government

RFP# 40-2023 | October 12, 2023



Request for Proposals

New Senior & Therapeutic Center – Design Only

RFP #40-2023

October 12, 2023

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201 W. Short St | 7th Floor
Lexington KY 40507
USA

Tel 859 231-7538
Fax 859 255-4380
www.eopa.com



October 12, 2023
Lexington-Fayette Urban County Government
200 East Main St
Lexington, KY 40507

Re: RFP #40-2023 New Senior & Therapeutic Center – Design

Selection Committee Members:

As a Lexington-based firm, we take pride in this community's commitment to inclusivity and service for all of its residents. This project clearly illustrates that dedication in calling for the creation of a universally designed center in which Lexingtonians of all ages and abilities can enjoy activities and receive services in seamless access and comfort. While many of the activities and services offered by the Senior and Therapeutic Recreation programs are similar in content and facility-related needs, it will be important to understand the differences in delivery methods, participant needs and preferences, and other key issues. We have joined with Senior Center and Universal Design specialists Lifespan Design Studio to enhance our team's ability to guide productive conversations with stakeholders, yielding important insights that will help to shape an appropriately responsive design solution.

The goals, principles and outcomes of universal design are wholly consistent with the task at hand: to create a physical environment where people of diverse and dynamic physical and cognitive abilities and life experiences--and goals in engaging with programs at the Center--are all accommodated without stigma or barriers. Our ultimate design goal for this project will be to create an environment that simply works for everyone - seamlessly and (as much as possible) invisibly supporting all participants' ability to participate independently, confidently, and effectively.

This team is fully committed to providing LFUCG Parks & Recreation and Aging & Disability Services with exceptional results that far exceed expectations for this innovative new facility. Historically, we have performed consistently at the level and are ready to ensure that same passion and focus is applied to the design of the New Senior & Therapeutic Center. I trust that message will be clearly communicated in this RFP response package.

The EOP Project Team would be honored to be part of the new STC project and sincerely hope that our qualifications will merit a serious consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Estes'.

Chris Estes, NCIDQ, LEED AP
Principal

EOP+Champlin
cestes@eopa.com



Cambridge University
Department of Architecture
100 Brook Hill Drive
Cambridge, MA 02139
Tel: 617 495 6200
Fax: 617 495 6201
www.cambridge.edu

Cambridge University
Department of Architecture
100 Brook Hill Drive
Cambridge, MA 02139
Tel: 617 495 6200
Fax: 617 495 6201
www.cambridge.edu

Cambridge University
Department of Architecture
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100 Brook Hill Drive
Cambridge, MA 02139
Tel: 617 495 6200
Fax: 617 495 6201
www.cambridge.edu

01

Submittal Requirements

01 Submittal Requirements



Company Information & Qualifications

EOP Architects and Champlin Architecture recently merged to create the largest and most experienced local/regional firm operating in Kentucky. EOP+Champlin now has 130+ professionals available to ensure your project's success. We are excited to show you what we can do together!

EOP has been a proven resource for the Commonwealth for over 40 years with a history of award-winning design and exceptional client service across Kentucky. However, always seeking to improve our firm and service to our clients, EOP Architects recently merged with Champlin Architecture of Ohio and Indiana. Combined, EOP+Champlin is a local/regional firm with offices in Louisville, Lexington, Cincinnati, Dayton, Toledo, and Indianapolis. Our team's combined portfolio and personnel experience is extensive.

Our combined firm is established on a cultural foundation and core philosophy focused on design and technical excellence. These values—combined with client diversification, an unwavering commitment to client service, and a passion for creative challenges—have fostered our success and defined our reputation for outstanding design. The firm has received numerous regional and national design awards, and earned the 2010 AIA Kentucky Firm of the Year Award. EOP+Champlin has a passion for design excellence—a passion that informs everything we do.

From workspaces to meeting rooms, mixed-use developments to convention centers, libraries to student residence halls, interactive classrooms to lecture halls, hospitals to clinics, the value of design is foremost.

Tracking Customer Satisfaction

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

Training and Quality Control Programs

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

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

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

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

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

1. Quality Control Plan

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

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

2. Commitment of Leadership & Continuity of Team

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

3. Tailor the Process to Your Decision-Making Structure

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

4. Follow Your Criteria

We play by your rules, your criteria, and your decisions. Everyone on the team researches your design criteria, space program, and project issues.

We set priorities and goals with you and constantly check the design for compliance and quality.

5. Identify and Resolve Conflicts Before Crisis or Delay

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

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

6. Provide Rigorous Documentation

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

7. Conduct Methodical Plan Checks & Reviews

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

8. Control Costs Continuously

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

Current Employees

EOP+Champlin currently employs 130 people including: 38 architects, 49 architectural technicians/interns, 18 interior designers, and 13 administrative professionals.

General Firm Qualifications

EOP+Champlin has six offices, two of which are in Kentucky. The Lexington office has been located downtown since its inception. Our office in the historic Lexington Building is directly behind the Old Fayette County Courthouse, which EOP+Champlin studied in depth for its renovation plan. All work for this project will be managed at EOP+Champlin's Lexington office at 201 W. Short Street, utilizing manpower and resources from multiple EOP+Champlin offices.

EOP+Champlin has no pending litigation.

Project Team

- **EOP Architects** — Architecture/Interiors/Leadership
- **Lifespan Design Studio** — Senior Center/Universal Design Specialists
- **Yeiser Structural** — Structural Engineering
- **CMTA** — MEP Engineering
- **Element Design** — Civil Engineering/Landscape Architecture
- **The Concord Group** — Cost Estimating

EOP+Champlin is committing Senior Project Manager **Geoff Meehan** to your project. Geoff has extensive experience with facilities that serve older adults, having worked with John Catlin & Associates Architecture before coming to EOP+Champlin. John Catlin & Associates was EOP+Champlin's specialized consultant on the successful design of the Senior Center on Life Lane. He has years of experience designing aged adult, senior living, and healthcare projects.

Richard Polk, AIA, LEED AP has been a Principal with the firm for nearly 40 years and will be assigned the duties of Project Architect. Richard completed similar duties on Southland Christian Church Richmond Road Campus as well as the UK College of Pharmacy Building. Richard is also one of the region's leading practitioners of sustainable design. He was EOP+Champlin's Project Principal on the state's first LEED-certified building, Berea College's Lincoln Hall. Richard has been a consultant to the Kentucky Finance Cabinet and helped develop Kentucky's High Performance Building Standards.

Rick Ekhoﬀ, AIA, LEED AP, a founding Principal of EOP+Champlin, will be EOP+Champlin's Design Lead. Rick has led the design direction for the firm for over 40 years and has been instrumental in establishing the firm's award-winning reputation for innovation and design excellence. Rick's commitment to design excellence can be seen in a number of downtown Lexington projects including Main + Rose (recipient of the AIA Award for Design Excellence), Nunn Building, Gratz Park Inn, the Court Square Building renovation, and Southland Christian Church. Rick also played a pivotal role on the design of the Life Lane Senior Center.

Chris Estes, NCIDQ, LEED AP will be assigned as the project Principal-in-Charge. Since joining EOP in 1998, his efforts have been focused on ensuring that the firm's design commitment is executed appropriately and to exceed client expectations. His leadership of the team and vast experience as well as knowledge of LFUCG and the Life Lane Senior Center will ensure outstanding results. Chris will assure that information flows clearly and effectively, and that schedule, budget, and staff commitments are upheld. He will make the necessary resources available for your project and will be integrally involved during the critical stages of assessment and planning, and he will be present at all major meetings and presentations.

Kristie Stanfield, AAHID, LEED AP ID+C will serve as the Interior Design Lead for this project. Kristie uses her creative design solutions to convey clear design concepts to clients and lead them through the design process by sharing options that can be quickly evaluated. By taking the time to understand the needs of each client and project, Kristie is able to provide them with a unique solution to fit their individual needs.

Lifespan Design Studio is an architectural consulting firm specializing in Universal Design with an extensive project resume in the planning and design of Senior/Active Adult Community Centers. Created by Doug Gallow, an architect, and Ellen Gallow, who studied gerontology and began her career as a senior center director, Lifespan's portfolio includes

more than 120 senior center planning and design projects in 31 states. Active members of the National Institute of Senior Centers for decades, Doug and Ellen offer an insider's understanding of emerging trends in senior center program delivery and the complex issues that impact facility-related needs. Each design is approached with an uncompromising commitment to universal design principles for the creation of environments that support diversity and change in people's physical and cognitive abilities seamlessly across the lifespan.

As consulting specialists, Lifespan works closely with the local architect of record for an effective blend of senior center expertise with local experience and responsiveness. They serve as integral members of the Design Team through all phases of programming, design, and construction. Through this process the team remains tightly focused on critical issues impacting the appropriateness and effectiveness of the constructed environment for the intended uses and participants.

Yeiser Structural prides itself on making complex problems simple, not only for the building itself, but for the user and clients. Clients want economical design, but also need someone who is going to care for their project just like they do. Yeiser is different because of a willingness to alter our scope to the needs of the client and the needs of the project. We believe that not all structural engineering firms are created equally, which is why through a precise yet approachable process, we offer pragmatic solutions for even the most complex structural design challenges, giving our clients exactly what they need every time.

CMTA Inc. is a multi-specialty firm that focuses on building systems engineering that ensures cost-effective, energy-efficient, high-performance buildings. CMTA is a true partner who is vested in the long-term success of our buildings, which is measured by exceeding the expectations of building owners and managers and maintaining the health and comfort of the occupants. In addition to engineering great building systems, at CMTA, we invent products, set national goals, and work to transform the market to improve results for everyone. CMTA defines their innovative approach to engineering as "building science leadership."

Element Design will be responsible for site design for the project. Element Design believes site design has the greatest capacity to transform and create community by providing thoughtful, functional, and beautiful places for us to live, play, interact, and come to know each other. Element is a Women-Owned Business Enterprise certified through WBENC and the Kentucky Transportation and Finance Cabinets. They will work closely with EOP+Champlin and LFUCG to determine the best location of the building on the site and to design the site in a way that fits with the neighboring park. Element will be responsible for the design of site circulation and amenity spaces that create exterior campus learning and social spaces.

The Concord Group's cost estimating services form the foundation of all of the services that Concord offers as an organization and is just one characteristic that separates Concord from competitors. Their objective is to always provide clients with an accurate and reasonable estimate of the cost to construct or remodel a project, regardless of use or scale. The Concord Group will be providing cost estimating services for this project. All of their estimates are prepared in-house by a knowledgeable and experienced staff of cost estimators, engineers, quantity surveyors, and project managers who have the ability to help clients manage their construction costs. Concord provides cost estimates at all typical design stages and for all construction disciplines.

Project Team



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

Principal | EOP+CHAMPLIN

Role: Project Architect

Since joining the firm in 1984, Richard has provided planning, programming and management services for academic, laboratory/ research, government, office, civic, healthcare, and industrial facilities. His experience includes numerous projects for DECA throughout the Commonwealth.

Richard's primary responsibilities include the oversight of the firm's most demanding projects and supporting project managers as needed to ensure adherence to schedule, budget, and client service.

Background

Bachelor of Architecture, University of Kentucky, Lexington, KY
Undergraduate Studies, University of Louisville, Louisville, KY
Registered Architect, Kentucky #2932

U.S. Green Building Council: LEED Accredited Professional
American Institute of Architects

President, AIA Kentucky, 2011; Vice President, AIA Kentucky, 2010; Secretary, AIA Kentucky, 2009; Treasurer, AIA Kentucky, 2008; Past Treasurer, AIA East KY Chapter

Selected Project Experience

- Lexington Senior Center
Lexington, KY
- The Rocky Adkins Dining Commons and East Parking Facility
Morehead State University | Morehead, KY
- Southland Christian Church
Lexington, KY
- Shriners Hospitals for Children Medical Center
Lexington, KY
- UK College of Ophthalmology, Advanced Eye Clinic
Lexington, KY
- Urban Active
Multiple locations nationwide



Rick Ekhoﬀ, AIA, LEED AP

Design Principal | EOP+CHAMPLIN

Role: Design Lead

As co-founder and EOP+Champlin's partner in charge of design, Rick Ekhoﬀ has defined and mentored the firm's passion for innovation and fostered its continued commitment to exploration and discovery. Rick is motivated by the belief that architecture has the responsibility to inspire, transform, and provide iconic, cultural and environmental value. Under Rick's guidance, the firm has received numerous design awards from national, regional, and state organizations and its work has been recognized in a number of professional mediums. Sustainable and energy-efficient initiatives are an integral element of his overall project design vocabulary and echoes the firm's leadership role in conservation.

Background

Bachelor of Architecture, University of Kentucky, Lexington, KY
International School of Art & Architecture, Venice, Italy
Registered Architect, Kentucky #2190

U.S. Green Building Council: LEED Accredited Professional
American Institute of Architects

National Council of Architectural Registration Boards

Selected Project Experience

- Lexington Senior Center
Lexington, KY
- The MET, Mixed-Use Development
Lexington, KY
- UK Polk-Dalton Clinic
Lexington, KY
- American Cancer Society Hope Lodge
Lexington, KY
- Shriners Hospitals for Children Medical Center
Lexington, KY
- Southland Christian Church
Lexington, KY

Project Team



Chris Estes, CID, LEED AP, NCIDQ

Managing Principal | **EOP+Champlin**

Role: Principal-in-Charge

Since joining EOP+Champlin in 1998, Chris's efforts have been focused on ensuring that the firm's design commitment is executed appropriately with respect to the built environment to serve our clients. Chris's client base during his tenure with the firm is widely diversified and includes project types for corporate workplaces, hospitality, commercial, education, healthcare, retail, and others. He has been an instrumental designer on the firm's award-winning projects such as the Paris-Bourbon County Public Library, UK's Lee T. Todd, Jr. Building (College of Pharmacy) and the state's first LEED-certified building, Lincoln Hall on the campus of Berea College.

Background

Bachelor of Housing & Interior Design, University of Kentucky, Lexington, KY

Kentucky Interior Design Legislative Organization

U.S. Green Building Council: LEED Accredited Professional

Certified Interior Designer, Kentucky #0092CID

NCIDQ Certificate #013781

Selected Project Experience

- Lexington Senior Center
Lexington, KY
- UK HealthCare Integrative Medicine & Health Outpatient Clinic
Lexington, KY
- Falling Springs Arts & Recreation Center
Versailles, KY
- Baptist Health Clinic Harrodsburg Road
Lexington, KY
- HealthFirst Bluegrass Southland Family Clinic
Lexington, KY



Geoff Meehan

Senior Project Manager | **EOP+CHAMPLIN**

Role: Project Manager

As a Project Manager, Geoff Meehan has combined his technical and management skills to ensure the success of both small and large, complex projects. Geoff has over 25 years of experience and has worked successfully on many challenging healthcare projects.

Background

Bachelor of Architecture, Wentworth Institute of Technology, Boston, MA

Selected Project Experience

- Pepperell Senior Center (now the Albert Harris Center)*
Pepperell, MA
- Milton Senior Center*
Milton, MA
- Worcester Senior Center*
Worcester, MA
- The Center for Arts in Natick*
Natick, MA
- Summit Manor SeniorCare PT Addition*
Columbia, KY
- Memory Care Unit Renovation, Elmcroft of Lima*
Lima, OH
- Baptist Health Jeffersonville 10th Street Primary Care
Jeffersonville, IN
- Baptist Health La Grange Henry County Primary Care
Jeffersonville, IN
- Urgent Care Center, Phoenixville Hospital*
Phoenixville, PA

* while with other firms

Project Team



Kristie Stanfield, AAHID, LEED AP ID+C

Principal | EOP+CHAMPLIN

Role: Senior Interior Designer

As the leader of our Toledo office, Kristie Stanfield's commitment to the community, as well as her work ethic and commitment to quality design and project management, make her a desired leader for any project. An award-winning interior designer, Kristie creates design solutions in a way that allows clients to clearly understand a concept. She leads a client through the design process by sharing options that can be quickly evaluated and provides timely deliverables, which are important when leading a collaborative team process.

Background

Bachelor of Science Interior Design, University of Cincinnati, Cincinnati, OH
American Academy of Healthcare Interior Designers
NCIDQ-Certified
LEED Accredited Professional, ID+C
Fitwel Ambassador

Selected Project Experience

- Mercy Health Sacred Heart Home Nursing Facility Addition, Louisville, KY
- Mercy Health Fairfield Rehabilitation, Fairfield, OH
- Mercy Franciscan at West Park Senior Living Community, Cincinnati, OH
- The Drake Center Renovation & Modernization, Cincinnati, OH
- SEM Haven Nursing Home Gathering/Retail Space, Milford, OH
- SEM Haven Nursing Home Wellness Center Rehabilitation, Milford, OH
- SEM Haven Nursing Home Assisted Living Expansion, Milford, OH
- UC Health Medical Center- Women's Health Center, Cincinnati, OH
- Lindner Center for Hope, Cincinnati, OH



April Mummert, NCIDQ

Associate | EOP+CHAMPLIN

Role: Interior Designer

April specializes in healthcare design and has a deep understanding of the importance of patient-centric design. April's work blends staff functionality with factors such as the careful use of color, texture, and materials as well as space planning that creates a pleasant environment for all users. April brings the goals of the client to the forefront. April's abilities to connect with the clients and effectively communicate with them to understand and address their needs stems from her previous teaching experience. She was formerly an Instructor of Interior Design at Antonelli College, where she was hired for her commercial design experience.

Background

Bachelor of Science Design, University of Cincinnati, Cincinnati, OH
NCIDQ-Certified

Selected Project Experience

- Bayley Independent Living Development, Cincinnati, OH
- The Drake Center Renovation & Modernization, Cincinnati, OH
- Veterans Affairs Medical Center Canteen Renovations, Cincinnati, OH
- St. Elizabeth Medical Center Emergency Department Expansion, Florence, KY
- Ohio Veterans Home Spa Renovations, Sandusky, OH
- Dayton Children's Hospital Surgery Renovation, Dayton, OH
- Mercy Health-The Jewish Hospital Medical Office Buildings, Cincinnati, OH
- Primary Health Solutions New Office Building, Hamilton, OH

Project Team



Doug Gallow, FAIA

Principal | LIFESPAN DESIGN STUDIO

Role: Senior Center/Universal Design Specialist

In 2022, Doug joined the National Institute of Senior Centers' Task Force and was honored by the American Institute of Architects for his senior center design work. This recognition highlights his long-term commitment to innovation in a changing industry. Emphasizing both operational needs and diverse user preferences, Doug's designs underline their crucial relationship. Since starting Lifespan Design Studio with Ellen Gallow in 2006, he's completed 120+ projects in 31 states and remains an active institute member, often presenting at senior services conferences.

Background

Bachelor of Science, Environmental Design, Miami University, Oxford, OH
Certificate on Aging, Johns Hopkins University
National Council of Architectural Registration Boards
Registered Architect, OH

Selected Project Experience

- Lexington Senior Center
Lexington, KY
- Westlake Senior & Community Services Center
Westlake, OH
- The Center at Belvedere
Charlottesville, VA
- Oklahoma City Senior Health & Wellness Centers
Oklahoma City, OK
- South Hadley Senior Center
South Hadley, MA
- Miami Springs Senior Center
Miami Springs, FL
- East Boston Senior Center
Boston, MA
- Grayling Senior Center
Grayling, MI



Ellen Gallow, CAPS

Co-Founder | LIFESPAN DESIGN STUDIO

Role: Senior Center/Universal Design Specialist

Ellen brings an educational background in gerontology and universal design, and professional experience as a senior center director to her unique role in a senior center planning and design project. Her involvement begins at project inception when she facilitates highly effective communication between the client and design team focused on functional objectives, operational preferences, and the diverse needs, interests, and capacities of the target population. She remains involved throughout the project, advocating for the thoughtful incorporation of design that support the functional effectiveness, user-friendliness, safety, and comfort of the environment.

Background

Bachelor of Arts, Sociology/Gerontology, Miami University, Oxford, OH
Graduate Coursework, Gerontology, Scripps Gerontology Center
Certificate on Universal Design, SUNY at Buffalo, IDEA Center

Selected Project Experience

- Lexington Senior Center
Lexington, KY
- Westlake Senior & Community Services Center
Westlake, OH
- The Center at Belvedere
Charlottesville, VA
- Oklahoma City Senior Health & Wellness Centers
Oklahoma City, OK
- South Hadley Senior Center
South Hadley, MA
- Miami Springs Senior Center
Miami Springs, FL
- East Boston Senior Center
Boston, MA
- Grayling Senior Center
Grayling, MI

Project Team

Jordan Yeiser, PE

Principal | YEISER STRUCTURAL

Role: Structural Project Manager

Jordan has completed numerous multi-million dollar projects across the US. His experience includes historical, healthcare, recreational, educational, mixed-use, and industrial facility projects. The majority of his design experience consists of structural steel, cold-formed metal framing, wood, concrete, and masonry. As the lead engineer on many projects, Jordan has saved his clients millions with creative solutions to complex structural issues. He relies on intense coordination and excellent communication to deliver the most efficient structural designs.

Clay Gatewood, PE

Structural Engineer | YEISER STRUCTURAL

Role: Structural Engineer

Clay has over 20 years of structural engineering experience for a wide variety of clients. His experience has included analysis with finite elements models, drafting utilizing BIM software, and coordination efforts with clients and contractors to ensure an accurate and efficient product.

Greg Brumagen, PE, RCDD, CxA

Principal | CMTA INC.

Role: Project Manager/Electrical Engineer

Greg has broad knowledge of building systems that include emergency power generators, UPS, lightning protection, grounding, security, intrusion detection systems, sensitive compartmented information facilities, secret internet protocol router network, and elevator control interface.

Sam Claxton, PE, FPE

Principal | CMTA INC.

Role: Mechanical Engineer

Sam has over 20 years of experience designing energy efficient HVAC systems and has a broad knowledge of plumbing and fire-protection systems. During his career he has designed HVAC and smoke management systems and performed energy audits for new and existing facilities.

Michael Stewart, CTS, LEED GA

Principal | CMTA INC.

Role: AV/IT/Security Design

Michael has over 18 years of electrical engineering design experience. His responsibilities have covered all aspects of electrical design for education, healthcare, commercial, and military facilities. He is very familiar with the practices associated with high performance sustainable design as described by the USGBC.

Project Team

Ramona Fry, RLA, ASLA, LEED AP BD+C

Principal | ELEMENT DESIGN

Role: Site/Civil Engineering Project Manager

Ramona oversees design and planning for the entire project public facilitation, and production of construction documents. Ramona is a registered landscape architect with over 22 years of experience in project design and management. Her professional experience includes master planning, site design and development, preparation of construction documents, and contract administration.

Billie Motsch, RLA

Partner | ELEMENT DESIGN

Role: Landscape Architect

Billie is a licensed Landscape Architect with 18 years of experience in planning, landscape design, and development of construction documents. She excels in client service and managing projects through the design and construction process. Billie is a go-to professional to assist with LEED documentation and has provided the documentation work for many LEED-certified projects.

Derek Motsch, PE

Senior Engineer | ELEMENT DESIGN

Role: Civil Engineer

Derek is a registered Professional Engineer with over 19 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He specializes in water and wastewater treatment and distribution and civil site utility design. Derek is very skilled at the production of construction documentation and technical details which, along with his field experience, makes him valuable during Construction Administration. He has extensive experience designing distribution systems for public utilities, community centers, and other public entities.

John Tilleman, CEP

Director, Cost Management | THE CONCORD GROUP

Role: Cost Estimator

John is involved in the preparation of all stages of cost estimates from conceptual design through construction documents and change-orders for various institutions, architects/engineers and private clients. He has been involved in a wide variety of projects for the firm's K-12, higher education, governmental and institutional clients. The value of these projects exceeds \$3 Billion annually.

Maurizio Magalli

Director, MEP Cost Estimating | THE CONCORD GROUP

Role: MEP Cost Estimating

Maurizio directs the Mechanical and Electrical functions of the firm. In addition to his "hands on" cost estimating for the electrical systems, he is also responsible for the scheduling, quality control, coordination and client relations for all MEP cost estimates. He has collaborated with the Project Management team on several projects supervising the preparation of Mechanical, Electrical and Plumbing cost estimates at all design levels including the evaluation of construction change-orders and associated costs.

Project Experience



Westlake Senior & Community Services Center

Westlake, OH



28,000 SF

Completed 2021

\$9,500,000

Lifespan Design Studio worked closely with the City of Westlake throughout planning, site evaluation, and design for a new (replacement) center to accommodate a growing slate of programs and services for seniors and youth. The state-of-the-art facility incorporates a multi-purpose assembly hall, auditorium, exercise studio, equipped fitness studio with pneumatic equipment, classroom, art studio, conference rooms, production kitchen, food pantry, lobby café and staff/direct service offices. The new facility shares its site in a municipal park with the adjacent multi-generational Westlake Recreation Center.

“Doug and Ellen Gallow clearly understand the specific needs, functions, and age-friendly considerations of senior center design. They asked excellent questions to guide the process of designing and building a center that will be state-of-the-art, pleasing, and most of all functional for all end-users (patrons, volunteers, staff).”

- Lydia Gladd,

Community Services Director
Westlake Senior & Community Services Center



The Center at Belvedere New Construction

Charlottesville, VA



48,000 SF

Completed 2020

\$18,000,000

An organization long recognized for innovation in the senior center industry set a new standard for excellence in accommodating programs, services, and social connection for adults of all ages and abilities with its new 48,000 square foot Center at Belvedere. The Center features a performing arts auditorium, fitness wing, lifelong learning center, art studio, game room, volunteer center, and travel center. The spacious central atrium incorporates lounges on both levels, an art gallery, and welcomes the community with Greenberry's Coffee Company, a popular Charlottesville-based eatery. A Primary Care Clinic rounds out the Center's commitment to supporting healthy, active lifestyles across the lifespan.

LDS provided consultation throughout all stages of planning and design, and guided the effort to live up to the Center's uncompromising commitment to universal design. This project received the American Institute of Architect's prestigious Design for Aging Review Award of Merit in 2021.

Project Experience



LFUCG Senior Center

Life Lane

Lexington, KY



33,000 SF

Completed 2016

\$13,000,000

At 33,000 square feet, the facility is nearly twice as large as the former. Seniors enjoy planned programs including art activities, educational classes, recreational (dance and exercise) classes, a game area, cafés, and library.

The center is designed to accommodate senior lifestyles including short corridors between program spaces (long corridors can be intimidating to those with limited mobility). A viewing area and open windows above the auditorium space allows seniors to observe activities happening elsewhere while offering a quiet spot for conversation.

The exercise room has top-of-the-line equipment including a changing area with shower, and is a short distance from the billiards area. The art room is stocked with paints and chinks, and the kitchen allows cooking demonstrations and dining. Music, dancing, cards, billiards, and reading are also offered.

The center space is sprinkled with numerous small spaces and conference rooms. Outdoor, there is a gated veranda with seating areas. The center overlooks an established park which was also improved with pickle ball courts and baseball fields.

Lifespan Design Studio provided pre-design services in early planning for this facility, including development of the architectural program that became the basis of design. EOP+Champlin later designed the project.



Lexington Public Library

Marksbury Family Foundation Branch

Lexington, KY



30,000 SF

Est. 2023

\$11,500,000

The new branch replacing the Village Branch will significantly increase the activities and community engagement opportunities hosted at the facility. The first floor houses a spacious community meeting room suitable for large presentations, job fairs, or fundraisers. There's also a versatile multipurpose room equipped for after-school student learning and homework help, along with a hands-on Makerspace. Upstairs, the library retains traditional elements with stack areas and reading rooms for children, teens, and adults. It also includes smaller, reservable study rooms for group or individual study.

The entire library will center on the Marketplace, a large double-height, multi-functional, open space that runs the length of the building. This space can be used to host larger community gatherings, presentations, watch parties, gaming tournaments, art fairs, and numerous other activities.

Taking advantage of the steeply sloped site, an external amphitheater provides additional space for community events. This innovative redesign positions the library as a dynamic community hub.

EOP+Champlin partnered with national design partner Group 4 Architecture to design the Marksbury Family Foundation Branch.

Project Experience



Central Bank Center / Rupp Arena
Renovation & Expansion

Lexington, KY



824,000 SF

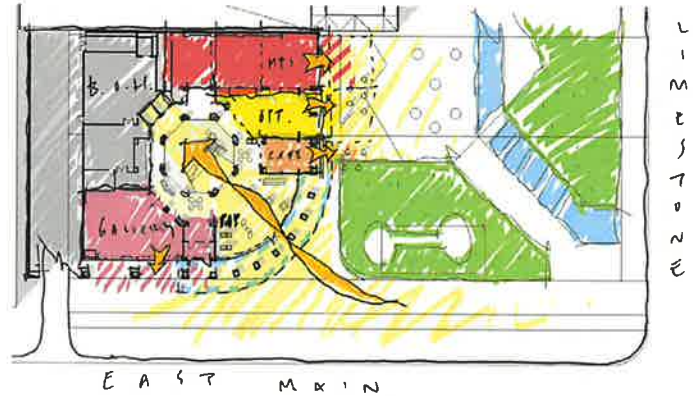
Completed 2023

\$265,000,000

The design team of EOP+Champlin, NBBJ, and Don Grinberg, FAIA, came together to expand and renovate Rupp Arena and the Central Bank Center (Lexington's Convention Center). The project features a complete re-alignment of its relationship and interaction with the downtown Lexington core and is a catalyst for urban renewal in the downtown area. The introduction and emphasis of transparency allows patrons to experience the City from inside the facility while allowing those passing by to experience the energy and activities occurring inside.

The expansion and renovation to the convention center more than doubled exhibit hall space to 100,000 square feet, added a new 25,000 square foot ballroom, and 26,756 square feet of meeting space. In addition, the project included a cast-in-place concrete parking structure accommodating over 500 vehicles as well as loading docks for events.

The Rupp Arena portion of the project focused on "freeing Rupp" and allowing the iconic arena to be clearly identified from the exterior. Other related work included expanding concourses, redesigning concessions and food services areas, revitalizing the bowl with chair-back seats, a new hospitality level with premium suites, a new center-hung scoreboard, and a host of other amenities to preserve the authenticity of the original Rupp Arena while providing a fresh experience.



Lexington Public Library
Masterplan

Lexington, KY



30 Year Masterplan

Completed 2019

\$11,500,000

EOP+Champlin and Group 4 partnered to craft a long-range masterplan for Lexington Public Library. Collaborative in structure and comprehensive in scope, the masterplan not only investigated facility needs, but the service models and technology that will carry the library for the next 30 years.

The team engaged a Staff Advisory Council to gain boots-on-the-ground knowledge of current operations and build solutions that are specific to each branch and the communities it serves. At a broader level, the purpose-built Community Advisory Committee convenes to clarify and evolve the library's role in the community, relying on a diverse cast of government, non-profit, and business leaders. The thorough fact-finding and data-driven analysis builds an empirical base from which to craft a plan.

The masterplan used an "inside/outside/online" framework to help the library focus on delivering the right services in the right format to the right audience. Technology, ever more a present factor in every library service and program, is the binding structure that ensures the library stays relevant, proactive, and accessible. These data-driven methods were put to the test through community open houses in each branch, to reach out to the community directly, to confirm the initial analysis, and gather specific input from the people who matter the most: the patrons.

Recommendations followed with ideas for a flagship Central Library, new branch opportunities to serve growing or underserved populations, and Alternative Service Delivery technologies to help the library expand its reach without expanding its operational footprint and costs.

Project Experience



Southland Christian Church
Adaptive Reuse & Addition

Lexington, KY



189,000 SF

Completed 2014

\$21,318,000

A vacant shopping mall is the new home for the church which requested a contemporary, iconic design that is welcoming, inspirational, and transformational. The 140,000 square foot space that formerly housed Dillard's department store has been renovated into educational spaces. Adjacent to this, a 49,000 square foot addition houses a 2,800-seat worship center. In addition to the building renovation and addition, the project includes the redevelopment of the 30-acre campus. The plan includes a plaza and parking for 1,800 vehicles. The project was awarded an AIA Citation Award.



Paris-Bourbon County Public Library
Renovation & Addition

Paris, KY



20,000 SF

Completed 2016

\$4,950,000

This small-town library was long on history but short on space. EOP restored this 1904 Carnegie Library to its former glory, removing incongruous additions and alterations while adding a complementary expansion to suit the library's evolving role.

The project brings natural light into the historic building, and creates a flexible and unified space for increased library programming. The addition embodies the agrarian heart of Bourbon County using reclaimed wood, hand-crafted metalwork, and natural limestone hewn from the site.

The project uses locally relevant materials and a conscious informality to create a space that is accessible and resonant for all Bourbon County residents, urban and rural alike. It mixes large gathering spaces with small niches and gardens to provide unique choices for each visitor.

The building and landscapes endeavor to be a good neighbor in a walkable community, offering broad pedestrian access and an open, inviting face to the street. Pocket gardens and bioswales reduce the stress on local stormwater systems and provide habitats for local flora and fauna. Finally, the building writes a new chapter in the rich architectural history of Paris, preserving the Carnegie library and complementing it with an addition that is specifically of its time and consciously of its place.

Project Experience



Madi's House
Renovation & Addition

Cincinnati, OH



16,000 SF

Concept Completed 2021

N/A

Madi's House is a not-for-profit with a mission to provide social engagement and services for young adults struggling with addiction or mental illness. The organization has been located in a storefront that is not large enough to serve the growing need in our community. EOP+Champlin jumped in to assist in programming and planning for renovation of the building to create a dynamic facility with rooms sized to accommodate the desired programmatic functions.

The 7,000 square foot house dates back to the early 20th century and sits on several acres surrounding a small pond. This serene setting became a focal point for the development of a diagram for the renovation and addition. Programmatic functions larger than can be accommodated within the original building footprint are tiered and angled to address the view of the landscape. These spaces include a large meeting room to accommodate up to 80 people, a café, and a gym with a half basketball court.

The addition to the house connects at the basement and first floor levels and also includes arts and crafts rooms, a games room, a music room, and unprogrammed lounge spaces. The roof of the shortest volume becomes an elevated terrace for outdoor programming. In fact, outdoor space for meetings, socializing and activities is accessible from each floor of the house. Administration offices as well as mental health treatment/consultation rooms are located on the second floor away from the main activities in order to enhance privacy.



Bayley North
New Construction

Green Township, OH



139,000 SF

Est. 2024

\$40,000,000

Strong demand for senior housing on Cincinnati's west side prompted Bayley to envision a new Independent Living community in Green Township—across from EOP+Champlin's award-winning Mercy West Hospital campus. EOP+Champlin designed Bayley's original Bayley Place Independent Living community, located adjacent to the landmark Sisters of Charity Motherhouse in Delhi Township and focused around EOP+Champlin's highly regarded Wellness Center.

Currently in design, Bayley desired senior apartments in several sizes, along with congregate living and dining spaces and amenities—all under one roof. Efficient basement garage parking for each resident influenced building layout. Apartment layouts and features were thoroughly-vetted with focus groups, in order to optimize space and marketability. The ability to offer food service to residents—and their family, friends, and guests—spurred extensive discussion, resulting in implementation of new dining and Grab-n-Go concepts in this age of COVID.

The aggregated property parcel required rezoning, resulting in complex neighbor, township, and county negotiations regarding development location and configuration, access, buffering, and exterior materials and roof design—led by EOP+Champlin. Bayley wanted a community that looked different from nearby competitors' facilities, which are typically institutionally traditional in character. EOP+Champlin responded with timeless design that feels upscale residential in expression. Simplifying the building volumetrically allowed budget allocation for better-quality exterior materials that are also, importantly, maintenance-free.

Related Project Experience



Fayette County Courthouse Rehabilitation Plan, Lexington, KY



Shelbyville Conference and Welcome Center, Shelbyville, KY



HealthFirst Bluegrass East End Family Clinic, Lexington, KY



HealthFirst Bluegrass Southland Family Clinic, Lexington, KY



MSU Rocky Adkins Dining Commons, Morehead, KY



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



FCPS Career and Technical Education School, Lexington, KY



Triangle Park, Lexington, KY

Conflict of Interest Statement

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

OSHA Compliant Methods

This team recognizes the responsibility that the design consultant plays a vital role in ensuring the project compliance with OSHA regulations. EOP+Champlin, and our consultants, are familiar with OSHA occupational health and safety regulations and comply with such as part of our design practice, including the use of specific measures and safety devices to prevent or reduce exposure to job site hazards. During the long history 50+ years of service by the combined EOP+Champlin firm, it can proudly be proclaimed that the firm has never been sided for any violation of any OSHA regulation or standard.

Workload

Chris Estes, Principal-in-Charge

Project Name	Status
Finance Administration Cabinet Renovation	Construction
Frankfort Country Club Renovation Phase I	Bidding
Frankfort Country Club Renovation Phase II	Design
Capitol Annex Temporary Chambers	Design

Richard Polk, Project Architect

Project Name	Status
Horse Soldier Farms	Design
BCTC Renovate Newtown Campus North Campus	Construction
FCPS Career and Technical Education School	Construction

Geoff Meehan, Project Manager

Project Name	Status
Capitol Annex Temporary Chambers	Design
Capitol Annex Print Shop Relocation	Construction
Baptist Health Jeffersonville Primary Care	Design
Baptist Health LaGrange Behavioral Health Unit	Construction

References

Sally Hamilton, Chief Administrative Officer

Lexington-Fayette Urban County Government
 shamilton2@lexingtonky.gov
 (859) 258-3133

LFUCG Building Envelope Assessment and Renovation
 Lexington, KY
 Completed Phase A, March 2021
 Project Budget Phase A \$700,000

Jennifer Linton, Sodexo; former Executive Director

Finance & Administration Cabinet
 Commonwealth of Kentucky
 jennifer.linton@sodexo.com
 (502) 229-9469

Mayo-Underwood State Office Building
 Frankfort, KY
 Completed September 2018
 Construction Budget \$80,000,000

Craig Turner, CEO

Red Draw Development Company
 craig@reddrawdev.com
 (859) 494-5298

KSU Thoroughbred Residence Hall
 Frankfort, KY
 Completed August 2023
 Project Budget \$37,656,000

02

Work Plan

02 Work Plan

EOP+Champlin has completed many space planning and new construction projects over its 43-year history. EOP+Champlin understands the process and the specific tasks necessary to gather and document information, analyze it, and make recommendations based on findings.

The information gathered at our initial planning meetings will become the foundation upon which important design decisions are made.

Collaboration is Key

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

Deliverables Checklist

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

Design and Construction Administration Phases

In conjunction with the tasks as defined below for the Design and Construction Administration phases, EOP+Champlin and our consultant team will participate in Council Presentations and work sessions as necessary.

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

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

EOP+Champlin and its consultants will proactively engage in value engineering recommendations and analyses as necessary at each design phase.

STAGE 1: DESIGN STAGE

Phase 1: Schematic Design Phase

Based upon input gathered from stakeholders identified by LFUCG, EOP+Champlin will guide the review and finalization of the Program of Spaces and provide the required Schematic Design documents, including:

- Cover Sheet
- Architectural Floor Plans
- Roof Plan
- Interior Elevations as necessary to explain design
- Preliminary selections of major building systems

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

Phase 2: Design Development Phase

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

- Cover Sheet
- Architectural Floor Plans
- Roof Plan
- Interior Elevations/Sections
- Specific building systems – MEP drawings as defined in the RFP
- Typical Construction Details as necessary to explain design
- Design Development outline specifications including materials, equipment, fixtures data sheets and other studies, calculations/evaluations as appropriate
- Design Development Probable Cost Estimate to ensure alignment with the project budget
- 3D Black and White Images

Phase 3: Construction Document Phase

Upon incorporation of feedback from the DD phase, our team will then proceed to the Construction Documents phase. The construction documents will illustrate and describe the further development of the approved Design Development documents and will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. These documents will be sufficient for obtaining final construction pricing, and detailed enough to minimize potential future change orders. The CD documentation will include:

- Cover Sheet
- Architectural Floor Plans
- Roof Plan
- Interior Elevations
- Construction Details
- Structural Plans and details as necessary
- MEP Plans, Details and Schedules
- Design Development outline specifications including materials, equipment, fixtures data sheets and other studies, calculations/evaluations as appropriate
- 3D Color Interior Elevations (3)

All projects performed by EOP+Champlin and its consultants utilize Revit for 3D modeling to assure that construction documents are well coordinated between disciplines throughout the entire project. To the Owner, this means less questions in the field and therefore less change orders. EOP has gained a reputation for its quality control and attention to detail that is unsurpassed in the industry.

- 100% Construction Document full-size drawings in 24"x36" (or 30"x42") bound format, and will include a cover sheet and all necessary

LFUCG #40-2023 | 02 Work Plan

structural, architectural, and MEP drawings as necessary to completely describe and detail the project. (two copies)

- One digital drawing set
- 100% Construction Document specifications bound into a Project Manual on letter-size sheets, double-sided.
- Construction Documents Cost Estimate, which will be prepared by a certified third-party estimator, to ensure alignment with any existing project budget and timeline. If applicable, prevailing wage rates will be paid for the construction of this project. EOP+Champlin and its consultants will be responsible for obtaining the current information from the Kentucky Labor Cabinet and will incorporate them into the cost estimate as required.
- One additional set of ready-to-advertise drawings will be submitted unbound on 24"x36" (or 30"x42") paper.
- One additional set of ready-to-advertise unbound specification masters on 8 1/2"x11" on one-sided paper will be provided.
- Upon submission of the Construction Document set, EOP+Champlin will present the set for review at an Owner Review Meeting.
- Once all comments have been incorporated and the set has been approved, EOP+Champlin will follow the Plan Review process in Building Inspections to obtain any required building permits, and will incorporate any review comments from that body into a "ready-to-advertise" corrected Construction Document set of drawings and specifications.

Phase 4: Bidding Assistance

EOP+Champlin will assist the Owner in Bid Documents preparation as required, produce a list of items for unit pricing for bid submission, prepare alternate bid scopes as required, and establish a list of prospective contractors. Following the Owner's approval of the Construction Documents, EOP will assist the Owner in:

- Obtaining either competitive bids or negotiated proposals
- Confirming responsiveness of bids or proposals
- Facilitating pre-bid and pre-construction meetings
- Responding to questions and supplying additional information as required via the addendum process
- Processing substitution requests
- Making recommendation regarding the successful bid on company letterhead

STAGE 2: CONSTRUCTION ADMINISTRATION

Phase 1: Construction Administration

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

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

- Ensuring that all items are completed in accordance with plans, specifications, and applicable codes
- Conduct a punch list walk through with the appropriate LFUCG representative to create a formal punch list
- Coordinate closure of RFIs and change orders, completion of as-builts, transmission of warranties, approved operations & maintenance

manuals (O&Ms), extra stock, special tools, and spare parts to be provided per the specifications and other division 1 general requirements. This information will be compiled per the project close-out requirements.

Project Closeout Deliverables will be provided as listed below:

- A completed project that complies with building design, standards, specifications, strategies, concepts, efficiencies, and requirements outlined in all design phases above
- Coordination of training for the Owner of all the major building systems and equipment that are part of the project
- Review and distribute the O&M manuals for all major building systems and equipment
- Prepare accurate record drawings that reflect project improvements "as-built" in the field
- Provide an electronic version (AutoCAD, PDF, etc) of all project documents including but not limited to construction plans and specifications at the conclusion of the project

Phase 2: One Year Warranty Period – Coordination Assistance

EOP+Champlin will coordinate warranty items and coordinate an 11th month walk-through with the Owner and Contractor.

Budget

It is understood that the first phase of the project will be for the consultant team to aid in establishing the overall project budget. This process begins with an extensive program review and finalization process. Once the needs, goals, and priorities are established through the programming process, the project team will continue through concept development. Continuous defining/checking of anticipated probable cost will run parallel. At the completion of the first phase, the budget will have been set and agreed to by all parties. The EOP+Champlin team will work to stay within the defined construction budget to meet the financial goals and obligations for LFUCG.

Schedule

The EOP+Champlin team can meet the overall comprehensive schedule provided as Attachment C in the RFP. From our understanding of the scope, the effort is well within our workload capabilities and availability –a benefit of selecting one of the largest architectural design firms in the region with the expanded resources of six offices and 140+ employees.

From our understanding of the project requirements, we are confident the project could be addressed within the overall comprehensive schedule. With that said, there are certain areas of the defined project schedule that would be challenging to meet with necessary thoughtfulness. The main area of concern is Schematic Design having targeted 49 days for completion. This phase sets the project foundation and guiding principles shaping the entire project process through construction completion. This important phase will need to include program confirmation with input from external stakeholders, concept development and building massing studies, client review and input, cost study completion, and final deliverable development. This phase will also be challenged by taking place during the holidays which presents scheduling challenges for critical collaboration and the review process.

The EOP+Champlin team is sought after for those projects that have unique complex tasks such as this schedule. Our team has provided professional guidance for many impactful projects across the Commonwealth. We would be more than happy to successfully apply those skills to this project.

03

Form of Proposal (Fees)

ATTACHMENT A
FORM OF PROPOSAL

Design Services for the New Senior & Therapeutic Center
Request for Proposal #40-2023
Form of Proposal

Consultant: EOP+Champlin
Address: 201 W. Short Street, #700
Lexington, KY 40507

1. General:

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

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

<u>Design Stage (Total Services Below)</u>	\$ <u>778,626</u>
Schematic Design Phase: (percentage of total services)	\$ <u>201,354</u> <u>21</u> %
Design Development Phase: (percentage of total services)	\$ <u>199,444</u> <u>21</u> %
Construction Documents Phase: (percentage of total services)	\$ <u>335,335</u> <u>35</u> %
Bid Phase: (percentage of total services)	\$ <u>42,494</u> <u>4</u> %
<u>Construction Administration Stage –</u>	\$ <u>173,123</u>
(percentage of total services)	<u>18</u> %
<u>Total Architectural/ Engineering Services</u>	\$ <u>951,750</u>


Note: Construction is currently unfunded. The Consultant Services Agreement will be amended at the time of construction funding to include Bidding Phase & Construction Administration.

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

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>210 \$/HR</u>
<u>Project Manager</u>	<u>168 \$/HR</u>
<u>Registered Architect</u>	<u>158 \$/HR</u>
<u>Graduate Architect</u>	<u>147 \$/HR</u>
<u>Clerical</u>	<u>95 \$/HR</u>
<u>Sr. Interior Designer</u>	<u>163 \$/HR</u>
<u>Interior Designer</u>	<u>142 \$/HR</u>
<u>Graphic Designer</u>	<u>84 \$/HR</u>

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursable expenses will be based on actual costs and shall be mutually agreed to in

advance through the Change Order process to the contract.


Signature

Chris Estes, LEED AP, NCIDQ
Name

Project Principal
Title

October 12, 2023
Date

The EOP+Champlin team has provided out fee proposal as requested. During the pre-proposal meeting, this team shared our concerns for the probability that there will be many discrepancies between the fee proposal responses due to differing interpretations of scope requirements presented in the RFP. For the purpose of transparency and clarification, we offer the following parameters that have shaped our fee proposal:

1. The fee is based on the understanding that the facility will be approximately 24,500 gross square feet with an anticipated \$350 per square foot construction cost.
2. In addition to the building cost, the site cost would be an estimated minimum amount of \$1,600,000.
3. The fee began with a basic services fee within industry standards for this project cost and then applied cost associated with additional services beyond basic services. Those include:
 - Program development and confirmation
 - Audio/visual/IT/Security/Low-voltage development
 - Furniture, fixture, and equipment package (1.5% on construction cost)
 - Interior design for signage beyond building code requirements

04

Required Forms

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

October 12, 2023

Date



AFFIRMATIVE ACTION PLAN

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

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



AFFIRMATIVE ACTION PLAN

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

Signature of Company Official

Principal-in-Charge

Title

October 12, 2023

Date

AFFIDAVIT

Comes the Affiant, Tracey A. Meyers, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Chris Estes, LEED AP, NCIDQ and he/she is the individual submitting the proposal or is the authorized representative of EOP+Champlin, 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 Procurement 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.

Tracey A. Meyers

STATE OF Kentucky

COUNTY OF Fayette

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

by Chris Estes, LEED AP, NCIDQ  on this the 12th day of October, 2023.

My Commission expires: June 6, 2025


NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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


Signature

EOP+Champlin
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: EOP+Champlin

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	89	43	33	2	1					3	1			4	2		
Superintendents																	
Supervisors																	
Foremen																	
Technicians	24	12	5	1		1	1			1	2			1			
Protective																	
Para-																	
Office/Clerical	14	4	10														
Skilled Craft																	
Service/Maintena																	
Total:	127	59	48	3	1	1	1			4	3			5	2		

Prepared by: Chris Estes, LEED AP, NCIDQ | Principal Date: 10 / 12 / 2023

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: EOP+Champlin

Complete Address: 201 West Short Street, #700 Lexington 40507
Street City Zip

Contact Name: Chris Estes, LEED AP, NCIDQ Title: Managing Principal

Telephone Number: (859) 231-7538 Fax Number: (859) 255-4380

Email address: cestes@eopa.com



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 40-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Element Design 366 S Broadway, Lexington, KY 40508	WBE	Site/Civil	\$115,000.00	12.08%
2.				
3.				
4.				

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

EOP+Champlin

 Company

Chris Estes, LEED AP, NCIDQ

 Company Representative

October 12, 2023

 Date

Principal-in-Charge

 Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 40-2023

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

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

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

EOP+Champlin
Company

October 12, 2023
Date

Chris Estes, LEED AP, NCIDQ
Company Representative

Principal-in-Charge
Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 40-2023

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

Company Name Element Design	Contact Person Ramona Fry
Address/Phone/Email 366 S Broadway Lexington, KY 40508 (859) 389-6533 ramona@element-site.com	Bid Package / Bid Date New Senior & Therapeutic Center Design, 10/12/2023

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
366 S Broadway Lexington, KY 40508	Ramona Fry	(859) 389-6533 ramona@ element-site.com	10/12/2023	Site/Civil	Email	\$115,000.00	Female	No

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

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

EOP+Champlin
Company

Chris Estes, LEED AP, NCIDQ
Company Representative

October 12, 2023
Date

Principal-in-Charge
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 40-2023 _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # New Senior & Therapeutic Center Design	Work Period/ From: _____ To: _____
Company Name: EOP+Champlin	Address: 201 W. Short Street, Ste 700, Lexington, KY 40507
Federal Tax ID: 31-0945295	Contact Person: Chris Estes, LEED AP, NCIDQ

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
Element Design 366 S Broadway Lexington, KY 40508 (859) 389-6533 ramona@element-site.com	Site/Civil	\$115,000.00	12.08%	\$86,250	See Following Page	Upon Notice to Proceed	Final Completion 10/30/2025

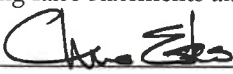
By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning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

EOP+Champlin

Company

October 12, 2023

Date



Company Representative

Principal-in-Charge

Title

366 South Broadway
Lexington, KY 40508
(859) 389-6533



1018 East Jefferson Street
Louisville, KY 40206
(502) 489-4221

Chris Estes
EOP Architects
201 West Short Street,
Lexington, KY 40507

Re: LFUCG Senior & Therapeutic Center Fee

Element Design will perform site design and civil engineering for the LFUCG Senior & Therapeutic Center project. Please find our fee breakout below:

SD	\$23,000 / 20%
DD	\$17,250 / 15%
CD/Permitting	\$40,250 / 35%
Bidding	\$5,750 / 5%
<u>CA</u>	<u>\$28,750 / 25%</u>
Total Fee	\$115,000

Sincerely,

A handwritten signature in black ink, appearing to read "Ramona Fry".

Ramona Fry, RLA, ASLA, LEED AP BD+C
Principal, Senior Partner
ramona@element-site.com

Landscape Architecture | Civil Engineering | Master Planning | Mapping

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 40-2023

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EOP+Champlin
Company
October 12, 2023
Date

Chris Estes, LEED AP, NCIDQ
Company Representative
Principal-in-Charge
Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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



Signature

October 12, 2023

Date

ATTACHMENT B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of October 12, 2023, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and EOP+Champlin (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents of the New Senior & Therapeutic Center as contemplated in the **OWNER**'s Request for Proposal No. 40-2023. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #40-2023.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 40-2023. (**Exhibit "A"**), and Consultant's Response dated 10/12/2023 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 40-2023. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. See Exhibit “A” for the project timeline/schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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

<u>Design Stage (Total Services Below)</u>	\$ 201,354
Schematic Design Phase: (percentage of total services)	\$ 38,046 21 %
Design Development Phase: (percentage of total services)	\$ 199,444 21 %
Construction Documents Phase: (percentage of total services)	\$ 335,335 35 %
Bid Phase: (percentage of total services)	\$ 42,494 4 %
 <u>Construction Administration Stage</u>	 \$ 173,123
(percentage of total services)	18 %
 <u>Total Architectural/ Engineering Services</u>	 \$ 951,750

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer’s satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	<u>210 \$/HR</u>
<u>Project Architect</u>	<u>158 \$/HR</u>
<u>Project Manager</u>	<u>168 \$/HR</u>
<u>Project Associate</u>	<u>147 \$/HR</u>
<u>Sr. Interior Designer</u>	<u>163 \$/HR</u>
<u>Interior Designer</u>	<u>142 \$/HR</u>

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 20 %

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

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

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

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

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 40-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

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

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

OWNER:

CONSULTANT:

