

## ATTACHMENT B

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### CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of January 26, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Johnson Early 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, Bidding, and Construction Administration for the construction of the Valley Park Building Renovation & Expansion as contemplated in the **OWNER**'s Request for Proposal No. #64-2022. 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. #64-2022.

**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. 64-2022. (**Exhibit "A"**), and Consultant's Response dated January 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. 64-2022. (**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 9 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. 64-2022 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:

<b><u>Design Stage (Total Services Below)</u></b>	<b>\$ <u>69,000</u></b>
Schematic Design Phase: (percentage of total services)	\$ <u>20,700</u> <u>30</u> %
Design Development Phase: (percentage of total services)	\$ <u>13,800</u> <u>20</u> %
Construction Documents Phase: (percentage of total services)	\$ <u>20,700</u> <u>30</u> %
Bid Phase: (percentage of total services)	\$ <u>3,450</u> <u>5</u> %
<b><u>Construction Administration Stage</u></b>	<b>\$ <u>10,350</u></b>
(percentage of total services)	<u>15</u> %
<b><u>Total Architectural/ Engineering Services</u></b>	<b>\$ <u>69,000</u></b>

#### 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>150</u> \$/HR
<u>Project Architect</u>	<u>125</u> \$/HR
<u>Project Manager</u>	<u>100</u> \$/HR
<u>Project Associate</u>	<u>55</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. 64-2022 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 Linda Gorton  
2/22/2023

**CONSULTANT:**

Joseph B. Early  
JOSEPH B. EARLY  
OWNER 2/21/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2023

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

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

PRODUCER MANN SUTTON and MCGEE 1353 Leestown Rd.  Lexington KY 40508	CONTACT NAME: Keeley Young	PHONE (A/C, No, Ext): (859) 225-3661	FAX (A/C, No): (859) 225-8351
	E-MAIL ADDRESS: Keeley@msmildins.com		
INSURED  Johnson Early Architects Brian Early 131 Prosperous Place Ste 19B Lexington KY 40509-1844	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto-Owners Insurance Co		18988
	INSURER B: The Continental Insurance Company		35289
	INSURER C: Travelers Insurance Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES** CERTIFICATE NUMBER: CL225302704 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			4719778600	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 5,000
	OTHER:						PERSONAL & ADV INJURY \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			4719778600	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			2097628700	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			105418754	03/18/2022	03/18/2023	Aggregate 2,000,000
							Occurrence 2,000,000

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

Project: The Valley Park Building Renovation and Expansion

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
LFUCG 200 E Main Street  Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/24/2023

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

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

Table with columns for PRODUCER (MANN SUTTON and MCGEE), INSURED (Johnson Early Architects), CONTACT NAME (Keeley Young), and INSURER(S) AFFORDING COVERAGE (Auto-Owners Insurance Co, The Continental Insurance Company, Travelers Insurance Company).

COVERAGES CERTIFICATE NUMBER: CL225302704 REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: The Valley Park Building Renovation and Expansion

Table with columns: CERTIFICATE HOLDER (LFUCG, 200 E Main Street, Lexington, KY 40507) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).

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DATE (MM/DD/YYYY)

01/24/2023

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<b>PRODUCER</b> MANN SUTTON and MCGEE 1353 Leestown Rd.  Lexington KY 40508		<b>CONTACT NAME:</b> Keeley Young <b>PHONE (A/C, No, Ext):</b> (859) 225-3661 <b>E-MAIL ADDRESS:</b> Keeley@msmiltidins.com <b>FAX (A/C, No):</b> (859) 225-8351
		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Auto-Owners Insurance Co
		<b>INSURER B:</b> The Continental Insurance Company
		<b>INSURER C:</b> Travelers Insurance Company
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>
		<b>NAIC #</b> 18988  35289

**COVERAGES**                                  **CERTIFICATE NUMBER:** CL225302704                                  **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4719778600	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4719778600	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			2097628700	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			105418754	03/18/2022	03/18/2023	Aggregate 2,000,000 Occurrence 2,000,000

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

Project: The Valley Park Building Renovation and Expansion

**CERTIFICATE HOLDER**                                  **CANCELLATION**

LFUCG 200 E Main Street  Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**LEXINGTON**

**RFP-64-2022 Addendum 1  
Johnson Early Architects  
Supplier Response**

**Event Information**

Number: RFP-64-2022 Addendum 1  
Title: Valley Park Building Renovation and Expansion  
Type: Request For Proposal  
Issue Date: 12/15/2022  
Deadline: 1/12/2023 02:00 PM (ET)  
Notes: Please attach submittal in one pdf.

**Contact Information**

Contact: Sondra Stone  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

## Johnson Early Architects Information

Contact: Brian Early  
Address: 131 Prosperous Place  
Ste 19B  
Lexington, KY 40509  
Phone: (859) 259-1515  
Email: [earlyjb@jearchitects.net](mailto:earlyjb@jearchitects.net)  
Web Address: <http://www.johnsonearlyarchitects.net/>

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Daniel Gray Thornberry  
*Signature*

[thornberrydg@jearchitects.net](mailto:thornberrydg@jearchitects.net)  
*Email*

Submitted at 1/12/2023 10:46:19 AM (ET)

## Response Attachments

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**RFP Pkg 64-2022 - JEA PROPOSAL.pdf**

JEA PROPOSAL

**Valley Park Building - JEA Response to RFP.pdf**

Summary of qualifications



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #64-2022 Valley Park Building Renovation and Expansion** 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 **January 10, 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.

***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.***

A pre-proposal conference will be held December 20, 2022, 10:00 am, 2077 Cambridge Dr, Lexington, KY.

### **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 Central Purchasing resulting from this invitation.

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

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

## 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(i). 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

1/12/2023  
\_\_\_\_\_

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. Including past experience with similar projects and building systems. 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 Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

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

## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

*Brian Early*

STATE OF Kentucky

COUNTY OF Fayette

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

by JOSEPH BRIAN EARLY on this the 12 day

of JANUARY, 2023.

My Commission expires: 1/2/2026

*Lauren Gilliland*, KENTUCKY  
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

**Johnson Early Architects**

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

---

**WORKFORCE ANALYSIS FORM**

Name of Organization: Johnson Early Architects

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																	
<b>Total:</b>																	

Prepared by: Brian Early, Architect/Owner Date: 1 / 12 / 2023

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Johnson Early Architects

Complete Address: 131 Prosperous Place, Ste 19B Lexington 40509  
                            Street  City  Zip

Contact Name: Daniel Thornberry Title: Associate Architect

Telephone Number: 859-259-1515 Fax Number: \_\_\_\_\_

Email address: thornberrydg@iearchitects.net



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 64-2022

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

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

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

Johnson Early Architects  
 Company  
1/12/2023  
 Date

Daniel Thornberry  
 Company Representative  
Associate Architect  
 Title



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 64-2022**

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

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

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

Johnson Early Architects  
**Company**  
1/12/2023  
**Date**

Daniel Thornberry  
**Company Representative**  
Associate Architect  
**Title**





**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 64-2022

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.

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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

(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.

Johnson Early Architects  
**Company**  
1/12/2023  
**Date**

Daniel Thornberry  
**Company Representative**  
Associate Architect  
**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 #** 64-2022

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

Johnson Early Architects  
Company

1/12/2023  
Date

Daniel Thornberry  
Company Representative

Associate Architect  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 64-2022**

---

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Johnson Early Architects

Daniel Thornberry

\_\_\_\_\_  
Company

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

1/12/2023

Associate Architect

\_\_\_\_\_  
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

1/12/2023  
\_\_\_\_\_  
Date



**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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:

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

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. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.

- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of 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.

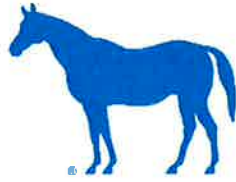
#### Right to Review, Audit and Inspect

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.

00548704



**LEXINGTON**

**REQUEST FOR PROPOSALS**

**FOR:**

**LFUCG Parks & Recreation  
Renovation & Expansion of:  
Valley Park Building**

**RFP # 64-2022**

**Department of General Services**

**Division of Facilities & Fleet Management**

**Project Management Group**

**December 2022**

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## 1.0- INTRODUCTION

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 renovation and expansion of existing buildings.

The purpose of these services is for a renovation & expansion of the existing Valley Park Building located in LFUCG Parks & Recreation Valley Park.

The address for the **Valley Park Building** is:  
2077 Cambridge Dr, Lexington, KY 40504

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

## 1.1 - PROJECT NARRATIVE

Valley Park is composed of 18.89 acres located in the Cardinal Valley Neighborhood in Northwestern Lexington. The park was established in 1965. The date of construction of the Park Building is unknown and there are no record drawings on file; however, a full building renovation occurred in 2001, and those project documents will be provided to the awarded Consultant.

The existing Valley Park Building is approximately 2,300 SF and requires program expansion to meet current operational needs. The existing building is slab on grade with CMU block exterior walls, interior gypsum board partitions, wood roof trusses, and an asphalt shingle gable roof with canopy that creates a 1,300 SF outdoor covered space. The roof is beyond its serviceable life and design of a replacement is work of the renovation. There appears to be no insulation in the building envelope. An analysis of existing insulation conditions and recommendations for envelope improvements shall be made.

The Valley Park Building is currently programmed as a Multipurpose Room (812 SF), Storage (613 SF), Concessions (221 SF), Men's Restroom (130 SF), and Women's Restroom (130 SF). There is an excessive amount of space dedicated to storage, and that portion of the building would be more useful to the building users if it were renovated into additional multipurpose space. Design of an organized, lockable storage system shall be provided. The existing concession area would be more functional as a catering kitchen to support events held inside and outside the Park Building. An enclosed custodial space is needed as well.

The Valley Park Building is owned by LFUCG and maintained by LFUCG Parks & Recreation. Building users include the Cardinal Valley Neighborhood Association and the Cardinal Valley Park Advisory Board. The Park Building is available for rent to the public. Activities in the space include but are not limited to dance instruction and dance events for children and adults, after school tutoring, birthday parties, wedding and baby showers, religious events, and seasonal community events. Recommendations for new finishes shall be included in the design including a versatile dance flooring. Design of flexible/operable partitions shall be included so that the multipurpose space could be occupied by 2 separate users simultaneously. Acoustical recommendations shall also be made because events in the space may include loud music.

In addition to the new roof, exterior upgrades shall include new paint, new soffits and soffit lighting, canopy lighting, new cladding of existing canopy columns. Site improvements shall be designed 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. The design shall also include approximately 1000 SF of additional covered exterior space. A design for a free standing, secure, weather tight storage space (200 SF) shall be provided. Vandal resistance shall be a design consideration for all interior and exterior elements. The new design shall comply with LFUCG/LFUCG Parks & Recreation's design standards which will be provided during the design phase.

Analysis and design recommendations of all utilities and systems (mechanical, plumbing, sanitary, electrical, etc.) shall be provided. Valley Park currently has no internet infrastructure. The Consultant shall provide recommendations and design for establishing internet connectivity at the Park Building. Consultant shall coordinate with LFUCG's internet provider and LFUCG IT and Parks & Recreation staff as required.

Due to the age of this building, some hazardous building materials may be present. Abatement of hazardous materials shall be performed as work of separate contract by Owner in order to prepare for renovation. This project will follow a Design-Bid-Build delivery method in which Bid Documents should be ready to advertise by the fall of 2023. Refer to the Project schedule (Attachment C).

This project is being funded utilizing the American Rescue Plan Act (ARPA) state and local recovery funds, as approved and allocated by the LFUCG Council. There will be very minimal requirements by the design Consultant to provide supporting documentation to the LFUCG Project Manager to ensure the strong healthy community initiatives set forth by the funding allocation are being met. The Consultant shall be responsible for reviewing all attachments, project criteria, and gathering the necessary information to make expert based recommendations to the Owner. Recommendations shall include at a minimum: comparisons of probable costs, product lifecycles, and maintenance requirements. The Consultant shall participate in ARPA community engagement meetings as required throughout the design and construction process.

Throughout the design process, all design recommendations shall be submitted along with associated costs in order for the Owner to establish the final scope of the project. This Request for Proposal includes all phases of design, and outlines each phase with minimum requirements and recommendations within two project stages. 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.

## **1.2 - PROGRAM & TECHNICAL REQUIREMENTS**

The Valley Park Building Renovation & Expansion project will consist of a full renovation of the entire existing facility to modernize and meet current building codes for a safe and healthy environment. The entire existing envelope, including roofing, masonry, and doors shall be evaluated for replacement or repair. All of the major systems shall be evaluated for reuse vs. replacement including, but not limited to: structural, plumbing, mechanical, sanitary, and electrical. All design elements including the expansion of the exterior canopy and new hard surface shall be sited in accordance with all codes, zoning, and applicable regulations. The design should incorporate elements to make the building 'solar ready' for the possible inclusion of roof-mounted photovoltaics in the future. Additional design recommendations shall include but not be limited to new finishes, flooring, ceilings, interior and exterior lighting, data, and acoustics. ADA compliance, life safety, egress paths, exit signage, exit lighting, etc. shall be evaluated for compliance with the latest codes. The building is not sprinkled.



Consultants shall collaborate with the various LFUCG Departments and end users, including Capital Project Management, Parks & Recreation, IT, and Environment Services Energy Section to ensure all required scope elements are met.

**Program shall include the following:**

- Multipurpose Room 1 (approximately 750 SF) for event/performance including lockable casework/storage system, acoustic operable partition design, and versatile dance flooring
- Multipurpose Room 2 (approximately 750 SF) for event/performance including lockable casework/storage system, acoustic operable partition design, and versatile dance flooring
- Catering Kitchen (approximately 150 SF) with a full size refrigerator, double bowl sink, microwave, countertop space, coffee pot, and associated casework
- Storage (approximately 100 SF) to accommodate tables, chairs and miscellaneous equipment, including lockable casework/storage system
- Custodial Closet (approximately 20 SF) shall include mop sink, shelving, and storage
- Group Restrooms (approximately 130 SF each) shall be accessible and meet ADA guidelines where applicable. Fixtures shall be calculated per occupancy count and applicable plumbing codes
- Audio Visual: accommodations for a manual or automated projection screen, wireless microphone system, wall mounted speaker amplification system, limited performance lighting, etc.
- Mechanical and Electrical rooms to be properly sized per appropriate building systems
- Circulation per building configuration and layout
- Exterior covered space (2500 SF) with level, hard surface paving

**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, including IT/data, locks/keying/door hardware, security cameras, lighting, etc.
- Consultant shall coordinate all colors and finishes with the Owner including LFUCG/Parks & Recreation/Valley Park graphics. Sample boards for interior and exterior finishes shall be submitted and reviewed with the Owner for approval.
- Mechanical systems should be engineered for long term operating efficiency, energy costs, and maintenance costs. An overall mechanical systems evaluation must be made available to the project team before a final decision on the mechanical system is made. It is preferred to have separately controlled heating and cooling zones with thermostats in the various areas.
- Consultant shall ensure the mechanical systems can be serviced and maintained by locally available trades-people. If the mechanical system is at ground level, adequate security must be provided at the equipment.
- 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.

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 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.

**Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized out with unit cost. If the Consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the Consultant must include value engineering options, and written recommendations 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.

**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 slopes, 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 (manufacturer and 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.

**3D Images/ Samples:**

Provide (4) color 3D interior elevations. 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.

**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 Construction Cost:**

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.

**3D Images/ Samples:**

Provide (4) color 3D interior elevations. 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 interior of the building. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall resubmit an updated sample board of all major interior materials.

**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 (1) 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**

	<b>Total Points</b>
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. Including past experience with similar projects and building systems.	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
<b>Final Technical Score</b>	<b>100</b>

## COMPENSATION

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

**ATTACHMENT A**  
**FORM OF PROPOSAL**

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**Design Services for the Valley Park Building Renovation & Expansion**  
**Request for Proposal # 64-2022**  
**Form of Proposal**

**Consultant:** Johnson Early Architects  
**Address:** 131 Prosperous Place, Ste 19B - Lexington, KY 40509

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**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)**

\$ 69,000

Schematic Design Phase:  
(percentage of total services)

\$ 20,700  
30 %

Design Development Phase:  
(percentage of total services)

\$ 13,800  
20 %

Construction Documents Phase:  
(percentage of total services)

\$ 20,700  
30 %

Bid Phase:  
(percentage of total services)

\$ 3,450  
5 %

**Construction Administration Stage**

\$ 10,350

(percentage of total services)

15 %

**Total Architectural/ Engineering Services**

\$ 69,000

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 Architect</u>	<u>150.00 \$/HR</u>
<u>Senior Design Architect</u>	<u>125.00 \$/HR</u>
<u>Project Manager</u>	<u>100.00 \$/HR</u>
<u>Clerical</u>	<u>55.00 \$/HR</u>
<u>_____</u>	<u>_____ \$/HR</u>
<u>_____</u>	<u>_____ \$/HR</u>
<u>_____</u>	<u>_____ \$/HR</u>
<u>_____</u>	<u>_____ \$/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.



---

*Joseph Brian Early*

**Signature**

Joseph Brian Early

**Name**

Architect/Owner

**Title**

1/12/2023

**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, Bidding, and Construction Administration for the construction of the **Valley Park Building Renovation & Expansion** as contemplated in the **OWNER**'s Request for Proposal No. #64-2022. 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. #64-2022.

**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. 64-2022. (**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. 64-2022. (**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. 64-2022 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:

<b><u>Design Stage (Total Services Below)</u></b>	\$ _____
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)	\$ _____ _____ %
<b><u>Construction Administration Stage</u></b>	\$ _____
(percentage of total services)	_____ %
<b><u>Total Architectural/ Engineering Services</u></b>	\$ _____

**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. 64-2022 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:**

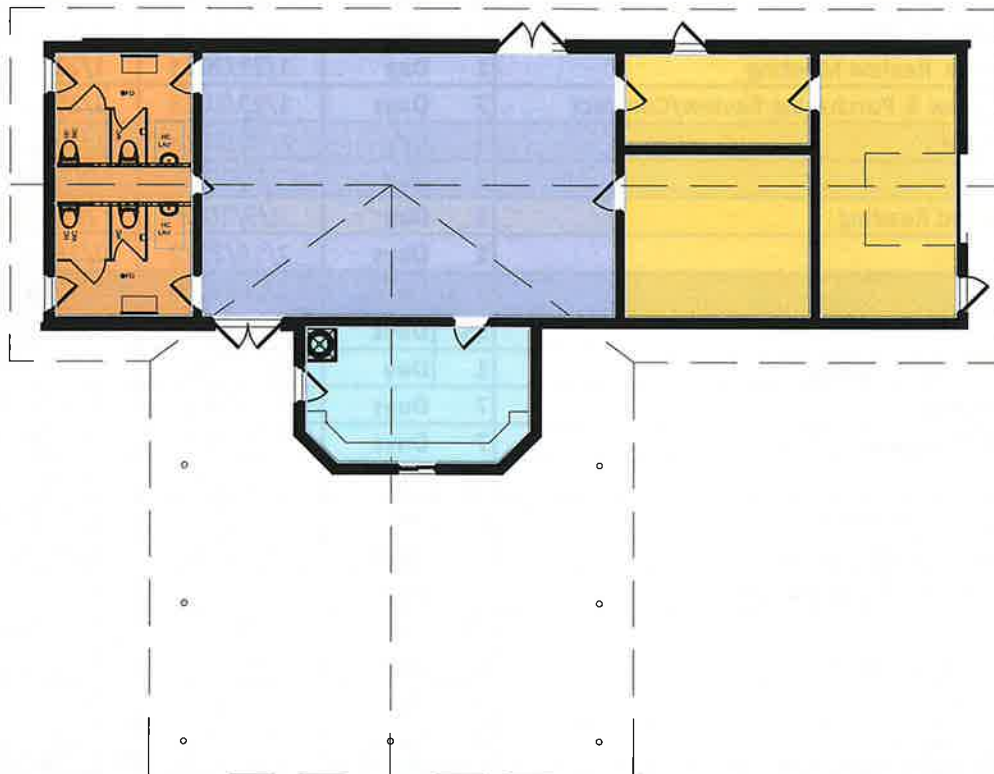
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## ATTACHMENT C

VALLEY PARK BUILDING RENOVATION & EXPANSION				
Task	Duration		Start	Finish
<b>RFP</b>	75	Days	10/1/2022	12/15/2022
Advertisement - Design RFP	26	Days	12/15/2022	1/10/2023
Pre-RFP Meeting	1	Days	12/20/2022	12/20/2022
RFP Opening	1	Day	1/10/2023	1/10/2023
RFP Selection Committee Review	13	Days	1/10/2023	1/23/2023
RRP Selection Committee Review Meeting	1	Day	1/23/2023	1/23/2023
LFUCG Bid Evaluation /Law & Purchasing Review/Contract	7	Days	1/23/2023	1/30/2023
Approved in Legistar Date	1	Day	1/30/2023	1/30/2023
Council WS	1	Day	2/7/2023	2/7/2023
Council 1st Reading & 2nd Reading	1	Day	2/9/2023	2/9/2023
P.O. & NTP	1	Days	2/16/2022	2/16/2022
<b>Design Phase</b>	175	Days	2/16/2023	8/10/2023
Schematic Design	35	Days	2/16/2023	3/23/2023
SD Document + Cost Estimate Review	1	Day	3/23/2023	3/23/2023
Owner Review & Comments	7	Days	3/23/2023	3/30/2023
Schematic Design Final Deliverables Due	7	Days	3/30/2023	4/6/2023
Design Development	42	Days	4/6/2023	5/18/2023
DD Document + Cost Estimate Review	1	Day	5/18/2023	5/18/2023
Owner Review & Comments/Consultant	7	Days	5/18/2023	5/25/2023
Design Development Final Deliverables Due	7	Days	5/25/2023	6/1/2023
Construction Documents	70	Days	6/1/2023	8/10/2023
CD Document + Cost Estimate Review	1	Day	8/10/2023	8/10/2023
Owner Review & Comments	7	Days	8/10/2023	8/17/2023
100% Construction Documents	7	Days	8/17/2023	8/24/2023
Ready to Advertise Final Deliverables	7	Days	8/24/2023	8/31/2023
Advertisement - Construction	28	Days	8/31/2023	9/28/2023
PreBid Meeting	1	Days	9/6/2023	9/6/2023
Bid Opening	1	Day	9/28/2023	9/28/2023
LFUCG Bid Evaluation /Law & Purchasing Review/Contract	7	Days	9/28/2023	10/5/2023
Approved in Legistar Date	1	Day	10/9/2023	10/9/2023
Council WS	1	Day	10/17/2023	10/17/2023
Council 1st Reading	1	Day	10/26/2023	10/26/2023
Council 2nd Reading	1	Day	11/2/2023	11/2/2023
P.O. & NTP	1	Days	11/13/2023	11/13/2023
<b>Construction Phase</b>	367	Days	11/13/2023	11/13/2023
Substantial Completion/Punch Inspection	1	Day	11/1/2024	11/1/2024
Final Completion	1	Day	11/15/2024	11/15/2024
<b>PROJECT COMPLETION ESTIMATE - DECEMBER 2024</b>				

# ATTACHMENT D



LEGEND	
MULTIPURPOSE	812 SF
STORAGE	613 SF
CONCESSION	221 SF
RESTROOMS	267 SF
EXISTING GROSS SQUARE FOOTAGE	2317 SF

EXISTING PLAN

SCALE: 1/16"=1'-0"

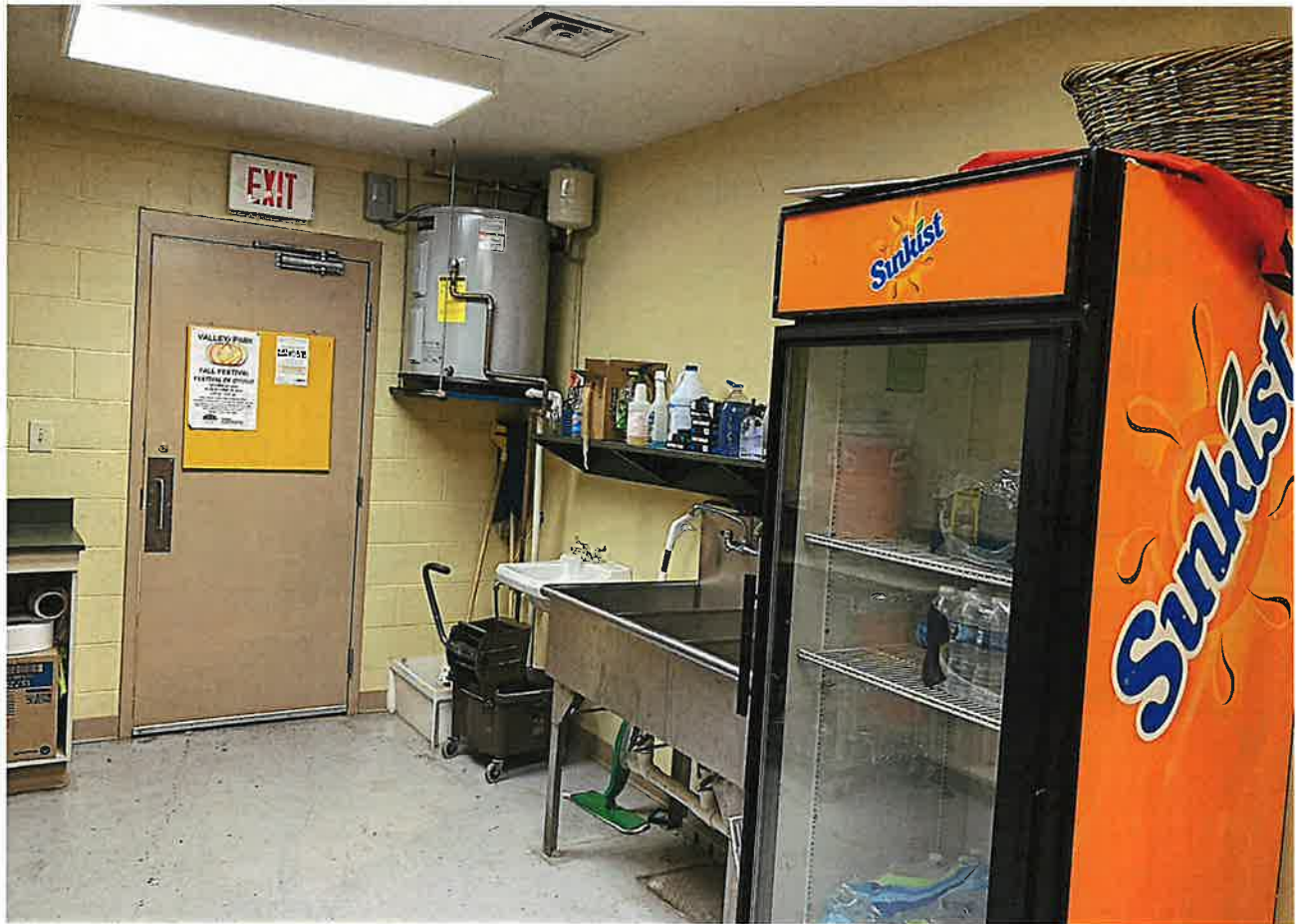
ATTACHMENT E



EXISTING PHOTOS

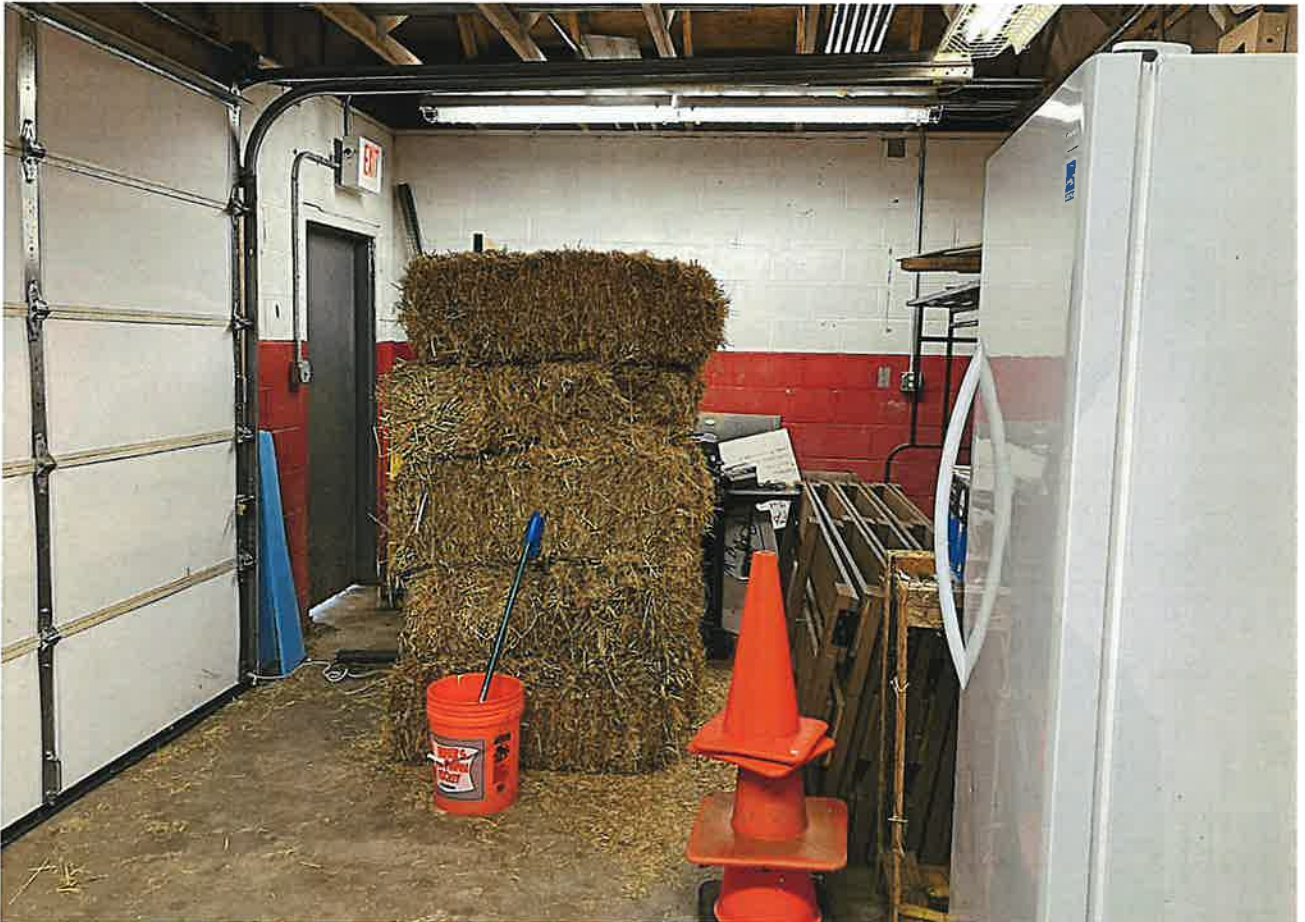




















**SOLID GROUND**

CONSULTING ENGINEERS, PLLC

Engineering Innovation; Providing Solutions to Your Challenges.

**REPORT OF GEOTECHNICAL EXPLORATION**



PROPOSED VALLEY COMMUNITY CARE ADDITION

LEXINGTON, KENTUCKY

PREPARED FOR LFUCG DIVISION OF PARKS AND RECREATION  
PLANNING AND DESIGN

APRIL 4, 2017

## **EXECUTIVE SUMMARY**

The site is generally suited for the proposed development consisting of the new addition to the existing Valley Community Care located in Lexington, Kentucky.

It is understood that the proposed structure will have an approximate footprint of 35 feet by 45 feet. The project will consist of a single story structure utilizing a wood framed members bearing upon a conventional shallow spread footing system. Column footing loads are not known at this time, but are expected to be light due to the anticipated design of this structure. Column footing loads are anticipated to be less than 25 kips and continuous footings less than 3 kips per linear feet. Minimal earthwork operations are anticipated for this addition.

In general, our geotechnical exploration encountered natural/residual soil below a layer of topsoil of approximately 8 inches from existing grade. The natural soils are characterized as lean clay underlain by lean to fat clay until refusal or termination. Test Pit TP-1 encountered excavator refusal at 8 feet, approximately. Test Pit TP-2 did not encounter refusal and was terminated at 9 feet, approximately.

Based on the field exploration results and past experience with similar projects, the conventional foundations can be designed for a net allowable soil bearing capacity of 2,000 pounds per square foot. All exterior footing bottoms should be at least 30 inches below the lowest adjacent exterior grade for protection against frost penetration. A seismic site class "C" is provided for this site.

The slab on grade can be designed for a subgrade modulus,  $k$ , of 100 pounds per cubic inch (pci) for design of the floor slab supported by granular material utilizing the natural soil subgrade as a bearing medium. It is recommended that the slab be designed with a minimal reinforced concrete thickness of 4 inches with a minimal stone subbase of 6 inches.

It is highly recommended that Solid Ground observe the construction of the building and retaining wall as detailed by the 2013 Kentucky Building Code.



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CONSULTING ENGINEERS, PLLC

Engineering Innovation; Providing Solutions to Your Challenges.

April 4, 2017

Ms. Michelle Kosieniak  
LFUCG Division of Parks and Recreation Planning and Design  
469 Parkway Drive  
Lexington, Kentucky 40504

C/C: Mr. Lee Sims, Sheridan L. Sims/Architect PSC

Subject: **Report for Geotechnical Exploration  
Cardinal Valley Community Care Addition  
Lexington, Kentucky  
17-0151**

Dear Mr. Kosieniak,

Solid Ground Consulting Engineers, PLLC (Solid Ground) is pleased to present our Report of Geotechnical Exploration. This report is for the proposed Valley Community Care Addition in Lexington, Kentucky. This report is prepared in general accordance with our Proposal Number 17-022, dated March 8, 2017.

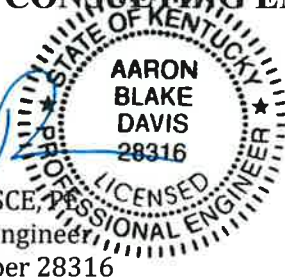
This report contains our findings and recommendations for the referenced project detailed above. Once completed, it is recommended that Solid Ground have the opportunity to review plans and specifications. In addition, it is our understanding that Solid Ground will be retained to perform observations during earthwork, foundation slab on grade operations with respect to the recommendations detailed in this report. Solid Ground will not be held responsible for interpretations and field observations made by others.

We appreciate the opportunity to provide our consulting services to you. We look forward to working with you on this and future projects.

Sincerely,

**SOLID GROUND CONSULTING ENGINEERS, PLLC**

Aaron "Blake" Davis, MSCE,  
Principal / Consulting Engineer  
Kentucky License Number 28316



## **Project Information**

### **Purpose and Scope of Services**

The purpose of this subsurface exploration was to prepare recommendations for foundation and for the proposed new development. Our scope of services included exploring the subsurface conditions by using a trackhoe to perform test pits to refusal or 10 feet, whichever is achieved first, at each proposed pit. More specifically our scope included the following:

- ▲ A discussion of site surface conditions.
- ▲ A discussion of subsurface conditions encountered as well as a discussion of the published geologic conditions at the site.
- ▲ A summary of field and laboratory testing results including a brief review our test procedures.
- ▲ Test Pit logs will be summarized in the report and listed in the appendix.
- ▲ A discussion of specific geotechnical conditions and concerns which may affect the design or construction of the project.
- ▲ Recommendations for site preparation and construction of compacted fills.
- ▲ Recommended general design and construction criteria for the project foundations.
- ▲ A recommendation for seismic site class according to International Building Code which was adopted by the 2013 Kentucky Building Code (KBC).
- ▲ A brief review of our test procedures and the results of all testing conducted.

### **Project Description**

Project information was provided by Mr. Lee Sims, Architect of Record. It is understood that the proposed structure will have an approximate footprint of 35 feet by 45 feet. The project will consist of a single story structure utilizing a wood framed members bearing upon a conventional shallow spread footing system. Column footing loads are not known at this time, but are expected to be light due to the anticipated design of this structure. Column footing loads are anticipated to be less than 25 kips and continuous footings less than 3 kips per linear feet. Minimal earthwork operations are anticipated for this addition.

## Site Conditions

Mr. Tim McClure directed by Mr. Blake Davis, PE, of Solid Ground, visited the site on March 22, 2017, to observe conditions, to help interpret the subsurface data and to detect conditions which could affect recommendations.

The site is located along Cambridge Drive in Lexington, Kentucky. The site is bounded by Cambridge Drive to the south and Alexandria Drive to the west. A sports baseball field is located along the north side of the proposed development.

The site is considered to be generally level with ankle high grass. Based on visual observations, the subgrade appeared to be in good condition without obvious indications of standing water or obvious soft subgrade. Site drainage appeared to be adequate. The subgrade appeared to be in good condition.



**Photograph 1 - Facing Proposed Development**

## **Subsurface Findings and Conditions Encountered**

### **Published Geological Information**

Geologic information was referenced from the Geologic Maps of the Lexington West quadrangle, Fayette and Scott Counties, Kentucky, from the Kentucky Geological Survey (KGS). Materials underlying the site are classified as the Cane Run Bed and Grier Limestone Member. The limestone for both units are light gray to light brownish gray to medium dark gray.

The KGS maps for Karst potential and for closed depressions were reviewed. The KGS indicates the property is of high karst potential. If Karst is encountered during earthwork operations, we should be contacted to provide recommendations for repair.

### **Subsurface Exploration Program**

A trackhoe was utilized to excavate test pits to explore the site subsurface conditions. It should be noted that each test pit was backfilled and compacted with the onsite material with the bucket in approximately 2 foot lifts after completion. The individual Test Pit Logs attached to this report provide specific details at the test pit locations.

A total of two test pits were excavated approximately within the footprint of the structure. Mr. Tim McClure directed the exploration operations. The corners of the building were visually identified in the field, and their location should be considered as approximate in regard to the site civil drawings. The stratification lines shown on the Test Pit Logs represent the approximate boundaries between the soil types. It should be noted that the subsurface conditions will vary between test pits and the representative profile is based upon the number of test pits performed during the field operations.

During the test pit exploration, empirical soil strength values were obtained by using a geoprobe rod. The soil samples were visually classified by Mr. McClure according to Unified Soil Classification System (USCS, ASTM D2487).

***It should be noted that an abandoned underground utility line was encountered in Test Pit TP-2 at approximately 3 feet from existing grade.***

### **Subsurface Conditions**

The following provides a summary of conditions encountered during our test pit exploration.

**Topsoil** – Approximately 8 inches of topsoil was observed from existing grade. It should be noted that topsoil depths could fluctuate at varying locations at this project site.

**Natural/Residual Soil** – The test pits encountered natural residual soil from below the topsoil to refusal (Test Pit TP-1 at ~8 feet) or termination depths (Test Pit TP-2 ~9 feet). The soil is characterized as lean clay underlain by lean to fat clay. Dynamic Cone Penetrometer Test N-values indicate stiff clay consistency.

**Refusal Materials** - Excavator refusal was encountered in Test Pit TP-1 at approximately 8 feet from existing grade. Based on visual observations, the refusal material consisted of limestone bedrock. It should be noted that without performing rock coring, it cannot be determined the competency of the bedrock, characteristic, or valid refusal.

The following table summarizes refusal or termination depths of each test pit.

**Table 1 – Test Pit Information**

Test Pit Number	Excavator Refusal (ER) or Excavator Termination (ET)	Excavator Refusal or Excavator Termination Depth (ft.), approximate
TP-1	ER	8 feet
TP-2	ET	9 feet

For details of subsurface conditions encountered at a particular test pit location please refer to the test pit logs contained in Appendix of this report.

**Groundwater**

Groundwater was not encountered during our exploration. Free groundwater levels fluctuate with seasonal weather conditions and may vary. Therefore, the test pits may not be representative of the actual free water levels. To achieve an accurate measurement of free groundwater levels, water wells or piezometers should be installed.

If groundwater is encountered during construction, Solid Ground should be contacted.

## **Geotechnical Concerns and Construction Considerations**

Based on the results of our test pits and our understanding of the proposed project, we believe the project site is generally suitable for the proposed development. However, some concerns exist with the subsurface conditions as discussed below.

### **Undocumented Underground Utilities**

As previously mentioned, an undocumented underground utility line was encountered during the test pit exploration. Construction plans should adequately address the possibility of encountering buried underground utilities that have not been identified prior to earthwork.

### **Topsoil**

The test pits encountered approximately 8 inches of topsoil. It should be noted that topsoil depths could fluctuate at varying locations at this project site. Construction plans should adequately address the concern of topsoil depths that extend to greater magnitudes than that which was encountered during our exploration.

### **Soil Plasticity**

The subsurface soils and onsite borrow material is field classified as having lean to fat clay. Fat clays are known for their high plasticity characteristics. These soils are subject to volume changes with fluctuations in moisture content. The soils are also known to have strength loss with increases in moisture content. The recommendations for the slab on grade and foundations should be followed. To mitigate the risk of shrink and swell potential, the following can be followed:

- ▲ Improved site drainage to minimize exposure of these soils to moisture fluctuations, especially near building foundations and slab on grade.
- ▲ Minimize exposure of these soils to excessive wetting or drying.
- ▲ Increase slab on grade subbase granular thickness.

### **Karst Topography**

As previously stated, the Kentucky Geological Survey rates the site with a high risk of sinkhole development with a mapped sinkhole in the nearby vicinity. Based on our observations, we do not believe the risk of sinkhole development at this site is any greater than the surrounding area which is highly developed.

We should be contacted if a solution feature or other Karst features are encountered during construction. Repair methods of sinkholes and other Karst features exist. When sinkholes are encountered, the common practice is to excavate the soil from within the solution feature down to hard bedrock. The two most common methods of remediation are a concrete plug or an inverted filter.

Please note, the owner could reduce sinkhole risk at the site with a geophysical study to profile the subsurface to identify possible Karst features. In addition, in depth geotechnical drilling can be performed to further characterize the subsurface soils and bedrock profile.

### **Site Drainage**

Past experience has shown that clay soils are prone to degradation during wet periods of the year and/or under heavy traffic. Surface and ground water should be controlled while the subgrade soils are exposed and use only enough compactive effort to achieve stability and job site requirements for compaction.

The final grade should be sloped away from the structure a minimum of two percent to promote positive drainage. Roof drains and foundation drains should be installed and should discharge surface runoff away from the structure to provide positive site drainage. It should be noted that drainage should be designed and constructed without impacting neighboring properties. Drainage design is beyond our scope of work.

**Please note, if positive dewatering methods are not continually applied and maintained, the potential of sinkhole development is greatly increased.**

### **Stability of Existing Structure**

It is anticipated that foundations for the proposed building will be installed in close proximity to some of the existing structure. The constructions plans should address the potential of undermining of the existing footings during construction of the proposed structure.

Please note, one possible option to help prevent undermining of the existing foundation is to provide temporary support system such as push piles. If requested, Solid Ground can provide a design for this support.



## **Recommendations**

The following recommendations are based on the information gathered and subsurface conditions encountered during this exploration. It should be noted that Solid Ground cannot be held liable for fill placed or performance of the subgrade without observations. **It is recommended to retain Solid Ground to perform proofrolling of the building pads and pavement areas, prior to the beginning of fill placement and during fill placement.**

### **Earthwork**

It is anticipated minimal earthwork operations will be required for this site. The following are recommendations for structural fill placement and earthwork operations.

#### *Site Preparation*

- ▲ Topsoil materials should be stripped to prepare the site for construction.
  - The stripping should extend 5 feet outside of the pavement and building areas.
- ▲ After stripping and cutting operations, the subgrade should be evaluated by Solid Ground by proofrolling methods with a fully loaded dump truck.
  - *Possible remediation methods may be required if the site soils are exposed to wet weather conditions.*

#### *Structural Fill*

The following recommendations should be considered if fill is required.

Structural fill is defined as the following:

- ▲ Inorganic natural soil with maximum particle sizes of 3 inches.
- ▲ Plasticity Index of no greater than 30 percent and liquid limit less than 50.
- ▲ The on-site soils are suitable for use as structural fill. Proctor testing should be performed prior to earthwork begins.
- ▲ Other sources of structural fill should be verified by Solid Ground.
  - If other sources of structural fill are anticipating, Solid Ground should collect a bulk sample for standard Proctor testing.

The following are recommendations for placement of structural fill:

- ▲ Structural fill should be placed in no greater than 8 inch thick layers.
- ▲ Structural fill should be compacted to at least 98 percent of the soil's maximum dry density as determined by the standard Proctor compaction test (ASTM D698).
- ▲ The moisture content of the fill material should be maintained about 2 percent (above or below) of its standard Proctor optimum moisture content depending on the results of the Proctor tests.
- ▲ In-place density testing must be performed as a check that the previously recommended compaction criteria have been achieved.
- ▲ Fill placement should be monitored on a full-time basis by Solid Ground during site grading.
- ▲ Fill placement should extend to a minimum of 10 feet beyond the building footprint.

Solid Ground should be contacted if any unexpected subsurface conditions are encountered during earthwork construction. The following are additional recommendations for placement of structural fill:

## **Foundation**

### Design

Based on subsurface conditions encountered, information gathered during this exploration, and past knowledge of the site's development, we recommend conventional shallow footings bearing on natural/residual soils. We recommend the use of a maximum net allowable bearing pressure of 2,000 psf (pounds per square foot) for foundations bearing on natural residual soils.

A detailed settlement analysis was beyond the scope of this report. Based on the assumed structural loads, the available site grading information, the recommended bearing pressure, knowledge of the site's development and empirical correlation for the subsurface conditions encountered beneath the proposed structure, we estimate the total settlements of the foundation to be about one-inch or less. Differential settlements are estimated to be about ½ inch or less.

Once the design is finalized, we recommend allowing us the opportunity to review the plans and specifications.

### Construction Considerations

The following construction considerations are recommended:



- ▲ Column footings should be at least 24 inches wide and strip footings should be at least 18 inches wide.
- ▲ All exterior footing bottoms should be at least 30 inches below the lowest adjacent exterior grade for protection against frost penetration.
- ▲ Clean the foundation bearing area so it is nearly level and is free of ponded water and loose material.
- ▲ Dewatering methods may be necessary if the foundation excavation takes place during wet weather.
- ▲ Solid Ground should be on site while the foundation construction is performed.

### Slab on Grade

It is understood that a grade supported floor slab will be utilized. We assume that the slab on grade will be utilized for light loads. If this assumption is incorrect, Solid Ground should be contacted to modify recommendations. The following recommendations should be followed:

- ▲ ***It is imperative that quality control be performed specifically for the slab on grade to ensure that moisture contents, as well as compaction efforts, are within optimum. If the fat clay material is placed above optimum, there is potential that slab settlement could occur. If the fat clay is placed below optimum, there is potential that slab heave could occur.*** Solid Ground should observe the subgrade utilizing proofrolling and density testing. If excessive pumping and/or rutting is observed remediation may be required. Typical remediation methods consist of undercutting the unsuitable soil and placing recompacted suitable soil or granular material.
- ▲ To reduce the possibility of slab on grade cracking, it is recommended that the floor slab be constructed with a stone base of a minimum of **6 inches** in thickness. The floor slab be constructed with a minimum of **4 inches** of concrete.
- ▲ A subgrade modulus,  $k$ , of 100 pounds per cubic inch (pci) for design of the floor slab supported by granular material.
- ▲ It is recommended to utilize a minimum 6 mil vapor barrier between bottom of concrete slab and stone subbase.
- ▲ Control joints should be placed in the slab around any columns and along footing supported walls so these elements may move independently.
- ▲ The floor slab should be fully ground-supported. This will reduce the possibility of cracking and displacement of the floor slab due to differential settlement.

- ▲ It is recommended to perform proofrolling prior to placing stone to serve as the slab working base, and again immediately prior to constructing the slab.

### **Seismic Site Classification**

This classification is based on the seismic standards and design values from the 2009 NEHRP Recommended Seismic Provisions and the 2010 ASCE-7 Standard. Based on the results of our exploration and knowledge of the geology of the area, we assign a site seismic classification of "C".

### **Plan Review**

To better assure conformance of the final design documents with the recommendations contained in this report, and to better comply with the building department's requirements, Solid Ground should review the completed project plans prior to construction. The plans should be made available for our review as soon as possible after completion so that we can better assist in keeping your project schedule on track.

We recommend that the following project-specific note be added to the architectural, structural, and civil plans: "The geotechnical aspects of the project, including site grading, foundation excavations, foundation and slab on grade construction, placement and compaction of engineered fill, and installation of site drainage should be performed in accordance with the recommendations of the Geotechnical Report prepared by Solid Ground Engineering, Inc., dated April 4, 2017."

### **Construction Monitoring and Observations**

Based on past experience, in order to obtain the Certificate of Occupancy for this development, you will be required to directly contract a qualified and certified inspection firm to provide special inspection items consisting of observing the following:

- ▲ Foundation Construction
- ▲ Concrete Placement
- ▲ Reinforcement Placement
- ▲ Wood Construction

It is advantageous to the owner by contracting with Solid Ground Engineering, Inc. to provide construction monitoring and observations of this project. Some of those benefits are as follows:

- ▲ As the Geotechnical Engineer of Record (GER) for this project, we will provide confirmation that subsurface conditions exposed during construction are substantially the same as those interpolated from our limited subsurface exploration, on which the analysis and design were based.
- ▲ The recommendations in this report are based on limited subsurface information. The nature and extent of variation across the site may not become evident until construction. If variations are then exposed, it will be necessary to re-evaluate our recommendations. In the event that subsurface conditions differ from those anticipated, we as the GER will provide recommendations if deemed necessary.
- ▲ You as the owner will satisfy the 2013 Kentucky Building Code requirement detailed in Chapter 17, requiring special inspections. In addition, we will observe that earthwork and foundation construction are in compliance with the geotechnical design concepts, specifications and recommendations.

#### **REPORT LIMITATIONS**

This report has been prepared for the exclusive use of LFUCG Division of Parks and Recreation Planning and Design for specific application to the project site. Our recommendations have been prepared using generally accepted standards of geotechnical engineering practice in the Commonwealth of Kentucky. No other warranty is expressed or implied.

The recommendations provided are based on the subsurface information and other findings obtained by Solid Ground as well as information provided by you. If there are revisions to the plans for this project or if subsurface conditions detailed in this report are encountered during construction that are different than our exploration, we should be notified immediately to modify the foundation recommendations if deemed necessary. We cannot be held responsible for the impact of those conditions on the project if those impacts are not made known to us.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials. Any statements in this report or on the test pit logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

### **ASSOCIATED GEOTECHNICAL RISK**

The analytical tools which are used by the geotechnical engineer in this area are generally empirical and must be used in conjunction with professional engineering judgment and experience. Therefore, the recommendations presented in this geotechnical exploration should not be considered risk-free and are not a guarantee that the proposed structure(s) will perform as planned. The engineering recommendations presented in this are based on the information gathered during the subsurface exploration, information provided by you and past experience with similar projects.

**APPENDIX**

**APPENDIX A - APPROXIMATE SITE LOCATION PLANS**

**APPENDIX B - APPROXIMATE TEST PIT LOCATION PLANS**

**APPENDIX C - KENTUCKY GEOLOGICAL SURVEY MAP**

**APPENDIX D - KENTUCKY GEOLOGICAL SURVEY MAP – KARST  
POTENTIAL**

**APPENDIX E - TEST PIT LOGS**

**APPENDIX A - APPROXIMATE SITE LOCATION PLAN**





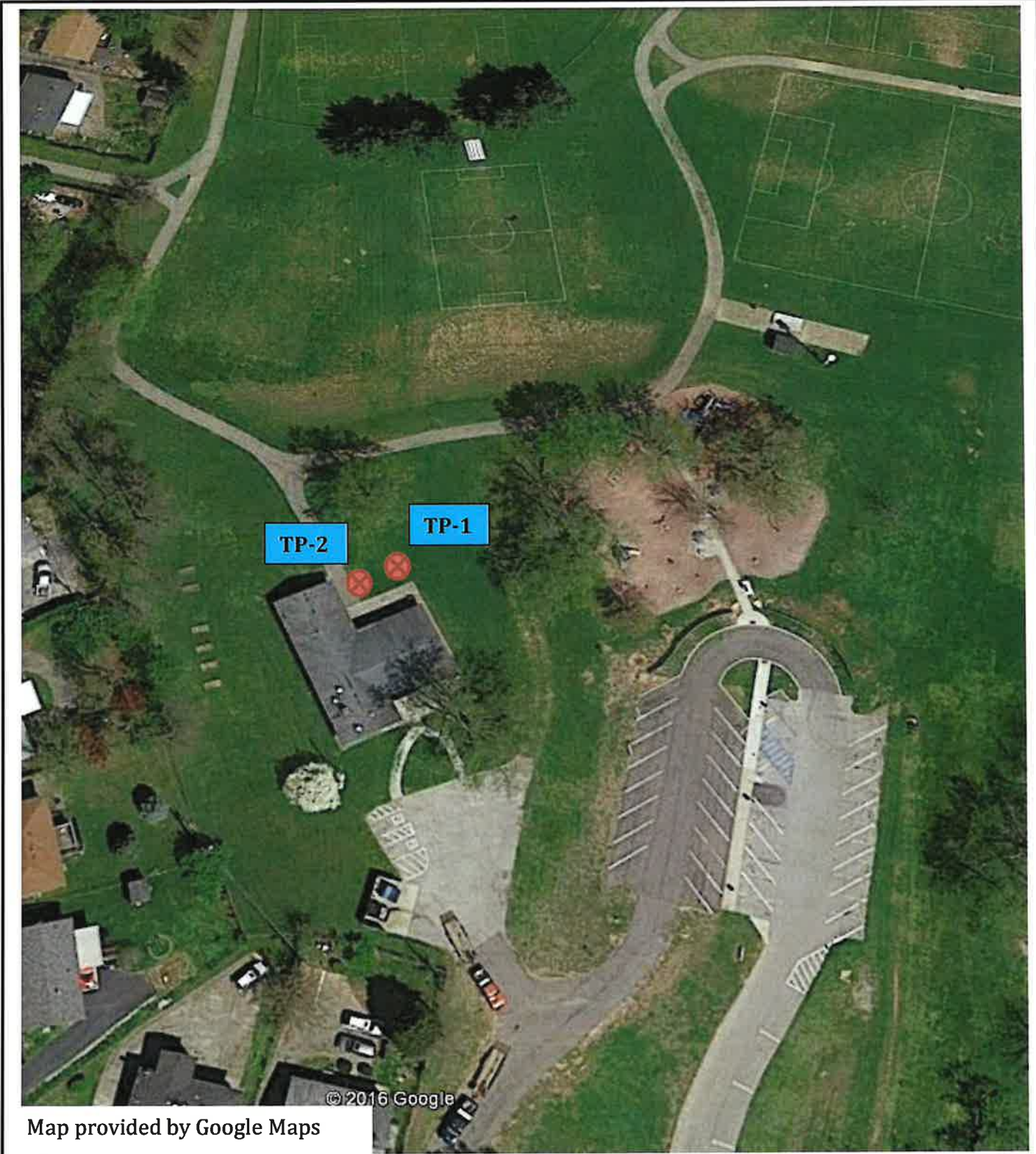
Map provided by Google Maps



**Approximate Site Location Plan**  
Cardinal Valley Community Care-Add.  
Lexington, Kentucky  
Project Number - 17-0151

**APPENDIX B - APPROXIMATE TEST PIT LOCATION PLAN**





Map provided by Google Maps



**Approximate Test Pit Location Plan**  
Cardinal Valley Community Care-Add.  
Lexington, Kentucky  
Project Number – 17-0151

**APPENDIX C – KENTUCKY GEOLOGICAL SURVEY MAP**





Ollr

**Lower part of Lexington Limestone**  
 (Lower Ordovician - Middle Ordovician)  
**USGS Unit Info:** [GEOLEX \(id: Lexington 2452\)](#)  
 Mapped or described as these unit(s) on the original GQ:

**CANE RUN BED**  
 USGS Unit Info: not available  
**Primary Lithology:** Limestone  
 Limestone, light-gray to light-brownish-gray, microgranular, argillaceous; in part silty; dense limestone nodules and boulders in convolute beds, locally. Chert as nodules and thin beds in upper few feet diagnostic lithologic feature. Top of unit is chert marker bed. Unit interfingers with and grades into lower part of Tanglewood Limestone Member.

**GRIER LIMESTONE MEMBER**  
**USGS Unit Info:** [GEOLEX \(id: Grier 1898\)](#)  
**Primary Lithology:** Limestone  
 1st of 2 intervals above Cane Run Bed  
 Limestone, medium- to medium-dark-gray, fine- to medium-grained, fossiliferous; a few very thin shale layers in upper few feet. Contains siliceous Rhynchotrema, Hebertella, Zygospira, as well as strophomenid brachiopods (McFarlan, 1943, p. 17), trilobite fragments, and bryozoan fragments. Stromatoporoids (S marker horizon) locally near base of unit. Interfingers with and grades into lower part of Tanglewood Limestone Member.

**Approximate Site Location**

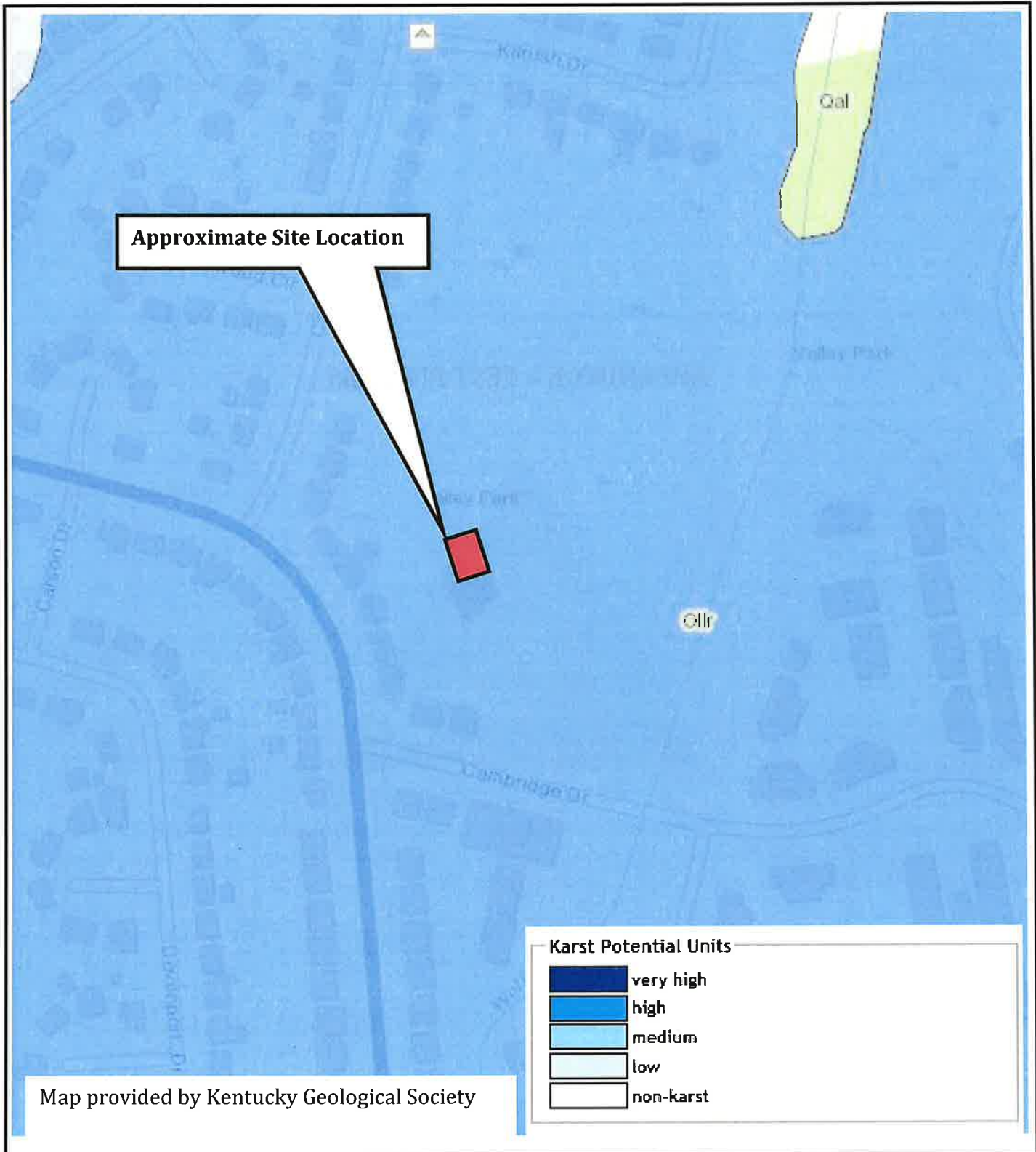
Map provided by Kentucky Geological Society



**Kentucky Geological Survey Map**  
 Cardinal Valley Community Care-Add.  
 Lexington, Kentucky  
 Project Number - 17-0151

**APPENDIX D – KENTUCKY GEOLOGICAL SURVEY MAP – KARST  
POTENTIAL**





**Kentucky Geological Survey Map**  
 Cardinal Valley Community Care-Add.  
 Lexington, Kentucky  
 Project Number - 17-0151

## APPENDIX E - TEST PIT LOGS





Test Pit Log  
TP-1



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**CARDINAL VALLEY COMMUNITY CARE ADDITION**

Location of Test Pit: Northeastern Side of Proposed Development

Excavation Equipment: Trackhoe

Soil Strength Test: *Dynamic Cone Penetrometer Testing*

Weather: Sunny / 70's

Date: March 22, 2017

Groundwater: Not encountered

Engineer: Aaron Blake Davis, PE

Sidewall Stability: Stable

\*Approximate Surface Elevation: N/A

*Approximate Surface Elevation (ft.)	*Approximate Depth from existing grade (ft.)	Material Description	Symbol	Sample Depth (ft)	Sample Type	Blows per 1 3/4 inch increment	Average Blow per increment (bpl)	Pocket Penetrometer (psf)	Notes
	0.0								
	1.0	TOPSOIL (Approximately 8 inches)							
	1.5	STIFF, reddish brown, LEAN to FAT CLAY (CL-CH), moist	[Hatched Pattern]			8, 8, 7	7.5	>2,000	backhoe resistance observed
	2.0								
	2.5								
	3.0								
	3.5								
	4.0								
	4.5								
	5.0	STIFF, reddish brown, LEAN to FAT CLAY (CL-CH), moist	[Hatched Pattern]						
	5.5								
	6.0								
	6.5								
	7.0								
	7.5	EXCAVATOR REFUSAL AT 8.0 FEET	[Hatched Pattern]						
	8.0								
	8.5								
	9.0								
	9.5								



Test Pit Logs are for informational purposes only.

Test Pit includes conditions observed during the site visit and for this particular location.

Soil was visually classified in the field.

Consistency was visually classified in the field and determined by DCP testings, Pocket Penetrometer Testing, probing, trackhoe resistance and stability of sidewall.



**CARDINAL VALLEY COMMUNITY CARE ADDITION**

Location of Test Pit: Southwestern Side of Proposed Development

Excavation Equipment: Trackhoe

Soil Strength Test: *Dynamic Cone Penetrometer Testing*

Weather: Sunny / 70's

Date: March 22, 2017

Groundwater: Not encountered

Engineer: Aaron Blake Davis, PE

Sidewall Stability: Stable

\*Approximate Surface Elevation: N/A

*Approximate Surface Elevation (ft.)	*Approximate Depth from existing grade (ft.)	Material Description	Symbol	Sample Depth (ft.)	Sample Type	Blows per 1 3/4 inch increment	Average Blow per increment (bpi)	Pocket Penetrometer (psf)	Notes
	0.0								
	1.0	TOPSOIL (Approximately 8 inches)							
	1.5	STIFF, reddish brown, LEAN to FAT CLAY (CL-CH), moist	[Hatched Pattern]			8, 11, 7	9	>2,000	backhoe resistance observed
	2.0								
	2.5								
	3.0								
	3.5								
	4.0								
	4.5	STIFF, reddish brown, LEAN to FAT CLAY (CL-CH), moist	[Hatched Pattern]					>2,000	
	5.0								
	5.5								
	6.0								
	6.5								
	7.0								
	7.5	EXCAVATOR TERMINATED AT 9.0 FEET	[Hatched Pattern]						
	8.0								
	8.5								
	9.0								
	9.5								



Test Pit Logs are for informational purposes only.

Test Pit includes conditions observed during the site visit and for this particular location.

Soil was visually classified in the field.

Consistency was visually classified in the field and determined by DCP testings, Pocket Penetrometer Testing, probing, trackhoe resistance and stability of sidewall.



**SYMBOL LEGEND**

1	Proposed Building
2	Proposed Parking
3	Proposed Landscaping
4	Proposed Utility
5	Proposed Retention Wall
6	Proposed Stormwater Management
7	Proposed Access
8	Proposed Fencing
9	Proposed Signage
10	Proposed Lighting
11	Proposed Security
12	Proposed Safety
13	Proposed Maintenance
14	Proposed Amenities
15	Proposed Other



NOTE:  
ORIGINAL SURVEY PERFORMED IN 2017.  
SURVEY UPDATED OCTOBER 25, 2022.



NOT FOR CONSTRUCTION



VALLEY PARK  
LEXINGTON DIVISION OF PARKS & REC.  
400 PARKWAY DRIVE, LEXINGTON, KY 40504  
REVISED EXISTING CONDITIONS PLAN



DATE	OCT. 28, 2022
SHEET	1 OF 1
SCALE	AS SHOWN
DRAWN	JK
CHECKED	JK
DATE	10/25/22
BY	JK

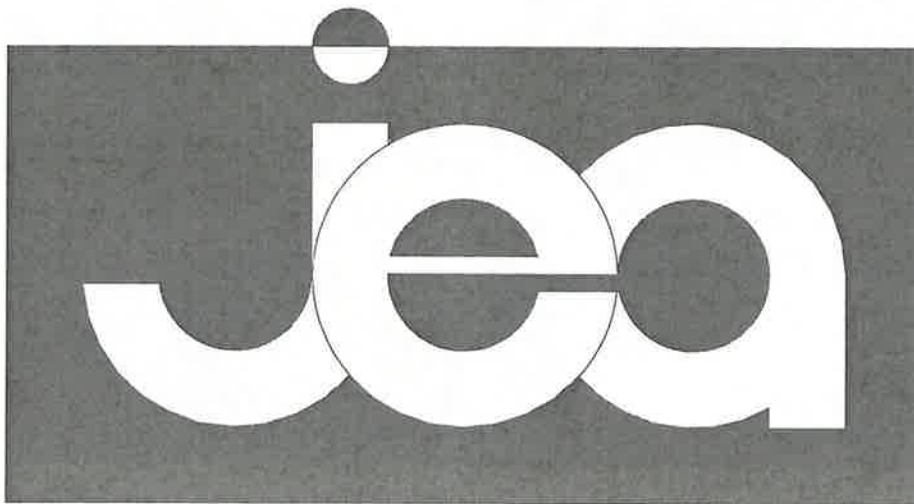
# VALLEY PARK BUILDING

Renovation and Expansion

Response to Request for Proposal

#64-2022

January 12, 2023



johnson · early · architects  
131 prosperous place · suite 19b  
lexington · kentucky · 40509

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johnson • early • architects  
131 prosperous place, ste 19b • lexington, kentucky 40509  
p: 859-259-1515 • f: 859-231-5060 • e: earlyjb@jeearchitects.net

January 12, 2023

Re: RFP #64-2022 response for  
Valley Park Building Renovation and Expansion  
LFUCG, Central Purchasing  
200 E Main St – Lexington, KY 40507

To Whom It May Concern,

It's our privilege to provide a proposal for design services to LFUCG regarding the building improvements for the Valley Park Community Building located at 2077 Cambridge Drive. In a community where resources are in great demand, it would be our honor to be involved with a project that could provide an expanded and more adequate space for community activity, growth, and recreation. We look forward being involved in the rehabilitation and expansion of this existing structure to create a space that will better serve the community for the foreseeable future.

As a small design firm we are capable of providing a tailored, personal client experience, not always possible in larger design firms. The firm owner, as well as the other staff members will be intimately involved in all aspects of the project. By having complete staff involvement, we will provide a more comprehensive design process and a level of service from which our clients will benefit greatly. Our size also allows us to be fully dedicated to projects of this scale and to coordinate more precisely the work of our design team. We will provide thorough design analysis and documentation, and critical observation throughout construction.

We have partnered with a highly experienced and qualified local firm to assist JEA in providing what will be an innovative, functional and efficient renovation of the existing Black & Williams Gymnasium Building. Technical Horizons PLLC Consulting Engineers will assist JEA on the design of the mechanical, electrical, and plumbing systems. We value their insight during the design process and how that manifests itself in the finished product. Their technical expertise and ability to communicate same into their bid documents is irreproachable. We pride ourselves on our ability to create and coordinate each aspect of the design from start to finish. JEA has worked with these team members on numerous, successful projects of various scopes and sizes across the Commonwealth of Kentucky.

Again, thank you for considering JEA to provide design services for this project. We trust you'll find that we are well qualified for this project and we look forward to discussing our vision for the facility, and what that means for the surrounding community at-large.

Best regards,

A handwritten signature in black ink that reads "Joseph B. Early". The signature is written in a cursive, flowing style.

Joseph Brian Early, Principal Architect and Owner  
Johnson Early Architects  
Email: earlyjb@jeearchitects.net

## Conflict of Interest Statement

Project: Valley Park Building Renovation and Expansion  
RFP-64-2022

Date: 1/12/2023

I, the undersigned, attest that to my knowledge that I nor any employee of Johnson Early Architects have any potential, perceived, or actual conflict of interests for the project listed above except as listed below:

Stated conflicts of interest:

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Daniel Thornberry

Name



Signature/Date

1/12/2023

# FIRM PROFILE



## WHO WE ARE:

Johnson Early Architects is a full-service architectural design firm located in Lexington, Kentucky. Since 1975, the firm has completed projects across the Commonwealth of Kentucky. The experienced Team of Architects and Designers offers a broad range of services - from programming and master planning to construction drawings and contract administration. Our portfolio of projects includes a variety of building types and budgets. JEA works with both private and public clients in the design of a diverse mix of project types, including housing, historic restoration, commercial, educational, medical, industrial, military and religious facilities.

## WHAT WE DO:

JEA provides a direct and personal approach teamed with creative building and planning design skills. The firm offers intense, professional, and ethically founded "start to finish" attention to all of the firm's clients. In addition to responding imaginatively to user needs, we strive to see our client's personality and community image reflected in the finished design. Not only do we strive to design great buildings, but we also strive to build great relationships.

## OUR MISSION:

JEA's mission is to provide responsive design, technological expertise and exceptional service in order to provide our clients with the best possible facilities - facilities that clearly reflect the mission for which our client's exist.



## OFFICE LOCATION:

131 Prosperous Place, Suite 19b  
Lexington, Kentucky 40509  
859-259-1515  
Brian Early | Owner  
[earlyjb@jeearchitects.net](mailto:earlyjb@jeearchitects.net)

## COMPANY HISTORY:

Johnson Early Architects  
Formerly WM. R. Johnson & Associates  
Founded in 1975  
Firm continued by Joseph Brian Early in 1998

## MEMBERS OF FIRM:

Joseph Brian Early | Owner, Principal Architect  
Lauren Early Gilliland | Associate Architect  
Daniel Gray Thornberry | Associate Architect





## **BRIAN EARLY**

OWNER | PRINCIPAL | PROJECT MANAGER

### **EDUCATION**

Bachelor of Architecture with Distinction  
University of Kentucky  
1988

### **REGISTRATION**

Kentucky 3898  
Tennessee 104972  
Indiana AR11200137

### **YEARS OF EXPERIENCE**

34 years

Accomplished practicing architect with over three decades of experience in commercial architecture design and construction administration. Brian has been producing quality projects with a “working principal” approach for all phases of all projects from inception through completion, including programming, design, construction documentation, budgeting, and construction administration representation. Experience and expertise includes building design for the following project types: Military; Industrial; Storage & Warehousing; Healthcare; Commercial; Colleges and Universities; Religious; Retail; Restaurants; Offices; Multifamily Housing; Utility; Historic Restoration; and, Renovation / Addition / Adaptation.

### **REPRESENTATIVE PROJECT EXPERIENCE**

**Imani Baptist Church**  
Lexington, Kentucky

**Anchor Baptist Church - Family Life Center**  
Lexington, Kentucky

**Consolidated Baptist Church - Ministry Center**  
Lexington, Kentucky

**St. Luke United Methodist Church - Family Life Center**  
Lexington, Kentucky

**Building 6990 – Re-set Olive Gym**  
Fort Campbell Military Base, Kentucky

**Building 7882 – 76,000 SF Training Center (Bunker) Renovation**  
Fort Campbell Military Base, Kentucky

**Building 2702 Phases I-III**  
**112,000 SF Soldier Support Center**  
Fort Campbell Military Base, Kentucky

**Lexington Clinic New Medical Office Building**  
Lexington, Kentucky

**Health and Wellness Center**  
**University of the Cumberlands**  
Williamsburg, Kentucky

**Athletic and Convocation Center**  
**University of the Cumberlands**  
Williamsburg, Kentucky





**DANIEL THORBERRY**  
ASSOCIATE ARCHITECT

Practicing architect with a decade of experience in commercial/residential architecture design and construction administration; focusing on streamlined project delivery through the development of close relationships between clients, design professionals, and contractors. He maintains the importance of having a well-developed understanding of how we experience space through form and materials in combination with a vast knowledge of construction techniques/processes and believes these key factors underlie the success of every project. Experience and expertise includes building design for the following project types: Commercial; Equine (Husbandry, Medical, & Research); Libraries; Religious; Sports Facilities; Retail; Offices; Education; Industrial (with a focus in distillation and brewing); Hospitality; Restaurants; Residential; Historic Restoration & Preservation; and Renovation/Addition/Adaptation of existing structures.

#### REPRESENTATIVE PROJECT EXPERIENCE

**KYHP Big Barn Transportation Museum Restoration \***  
Lexington, Kentucky (2010)

**KYHP Equine Concessions "Grill on the Hill" Building \***  
Lexington, Kentucky (2012)

**Carl D. Perkins Vocational Training Center \***  
**Dormitory Bathroom Renovations (Phase A/B/C)**  
Paintsville, Kentucky (2013)

**Carl D. Perkins Vocational Training Center \***  
**Kitchen Upgrades**  
Paintsville, Kentucky (2014)

**Carl D. Perkins Vocational Training Center \***  
**Minor Sanitary Swer Renovation**  
Paintsville, Kentucky (2014)

**Old State Capitol Annex Plaza \***  
Frankfort, Kentucky (2015)

**Thomas D. Clark Center for Kentucky History \***  
**Caulk Replacement & Misc. Repairs**  
Frankfort, Kentucky (2016)

**Kentucky History Center - Roof & Misc. Repairs \***  
Frankfort, Kentucky (2016)

**KYHP International Museum of the Horse \***  
**Roof Replacement**  
Lexington, Kentucky (2018)

**Lexington Clinic: New Medical Office Building**  
Lexington, Kentucky

**Primary Plus Medical Office Building**  
Grayson, Kentucky

#### EDUCATION

Bachelor of Arts in Architecture  
University of Kentucky  
2008

#### REGISTRATION

Kentucky 7762

#### YEARS OF EXPERIENCE

14 years





## LAUREN EARLY GILLILAND

ASSOCIATE ARCHITECT

### EDUCATION

Bachelor of Arts in Architecture  
University of Kentucky  
2010

Master of Architecture  
University of Kentucky  
2013

### REGISTRATION

Kentucky 8420

### YEARS OF EXPERIENCE

12 years

Practicing architect with a decade of experience in commercial and residential architecture design. She upholds the importance of spatial relationships and forms that cultivate a cohesive design and building performance. Experience and expertise includes building design for the following project types: Commercial; Military; Colleges and Universities; Industrial; Storage & Warehousing; Religious; Residential; Restaurants; Offices; Multi-family Housing; and, Renovation / Addition / Adaptation.

### REPRESENTATIVE PROJECT EXPERIENCE

**Building 6990 – Re-set Olive Gym**  
Fort Campbell Military Base, Kentucky

**Building 7882 – 76,000 SF Training Center (Bunker) Renovation**  
Fort Campbell Military Base, Kentucky

**Building 2702 Phases I-III**  
**112,000 SF Soldier Support Center**  
Fort Campbell Military Base, Kentucky

**Health and Wellness Center**  
**University of the Cumberlands**  
Williamsburg, Kentucky

**Athletic Fields & Corresponding Buildings**  
**University of the Cumberlands**  
Williamsburg, Kentucky

**Anchor Baptist Church - Family Life Center**  
Lexington, Kentucky

**St. Luke United Methodist Church - Family Life Center**  
Lexington, Kentucky

**Better Life Church**  
Morehead, Kentucky



# FIRM PROFILE



## WHO WE ARE

BK provides structural engineering design, analysis, and investigation services throughout the country. Founded in 2000 by Dan Kubican, PE, and Craig Brown, PE, our Kentucky-based firm is constantly evolving to lead the industry forward. Currently licensed in 28 states, our growing team includes professional engineers, engineers-in-training, BIM/CAD technicians, and support staff who never stop challenging the status quo.

## WHAT WE DO

BK provides consultation for buildings of all types, sizes, and material systems using structural analysis and BIM software. We have extensive experience with healthcare, educational, institutional, recreational, commercial, hospitality, industrial, religious, and residential uses; and are equally adept at renovation, renewal, adaptive reuse, and new construction. We deliver design through fast-track, design-bid-build, design-build, and public/private/partnership to best serve the Owner. We also provide component design and construction engineering services - including shoring, bracing, load path verification, delegated design, value engineering, and bid consultation - as well as forensic, performance, and due-diligence investigations, condition assessments, and feasibility studies.

## OUR APPROACH

The engineers at BK are passionate about the design and construction of structures of all types. Through close client relations and early involvement, we excel at developing design solutions that optimize structural performance while maintaining cost efficiency. Our culture promotes excellent design, responsiveness and personal service at every level within our firm. We consistently produce complete, highly-detailed and well-coordinated construction documents to clearly convey the design intent. We place great importance on constructability and emphasize the importance of simple details that consider construction means and methods. We integrate quality assurance throughout the design process and are devoted to thorough coordination and review, resulting in competitive bidding and reduced risk of costly change orders during construction.



### HEADQUARTERS

2224 Young Drive  
Lexington, Kentucky 40505  
859-543-0933  
**Dan Kubican, PE** | President  
dkubican@bkse.net  
m: 859-230-9942

### BRANCH OFFICE

8900 Greenway Commons Place, Suite 201  
Louisville, Kentucky 40220  
502-749-2061  
**Andy Barger, PE** | Vice-President  
abarger@bkse.net  
m: 502-649-8761



## DAN KUBICAN, PE

PRINCIPAL-IN-CHARGE | PRESIDENT OF BROWN + KUBICAN

Dan Kubican, PE, grew up in a construction family and has worked in wood framing, cabinetry and trim, masonry, plumbing and electrical. He has over 26 years engineering experience while living in Baltimore, Grand Rapids and Lexington. His projects vary from highly architectural to design-build and from wood to mid-rise steel. Dan cherishes architectural detailing and exposed structure, constructability, and historic renovation. He oversees the BK main office while also guiding project development. Among the many responsibilities he has, Dan also directs the strategic vision and execution of the overall business plan and identifies new markets and opportunities. He also plays a key role in the mentorship and professional development of the design staff.

As Principal-in-Charge, Dan will lead the BK team through schematic design, system selection, and budget/cost review, oversee overall BK project management, oversee all design work and perform in-house QC/QA, and represent BK in meetings with the design team.

### EDUCATION

Bachelor of Science in Civil Engineering  
Cum Laude  
University of Maryland  
College Park, MD 1993

Master of Science in Structural Engineering  
University of Maryland  
College Park, MD 1995

### PROFESSIONAL ASSOCIATION

- Structural Engineers Association of KY
- Secretary 2007-2009, Board Chairman 2005, President 2004, Vice-President 2003, Treasurer 2002
- International Code Council (ICC)
- American Institute of Steel Construction (AISC)

### REGISTRATIONS

Registered Professional Engineer: KY 20712

### SKILLS & STRENGTHS

- Construction experience as a mason, framer, plumber, electrician, cabinetry and trim
- Constructability
- Construction detailing
- Architectural intent and detailing

### YEARS OF EXPERIENCE

26+ years



# Firm Identification



**TECHNICAL HORIZONS**

Industrial • Commercial • Institutional

## FIRM HISTORY

Technical Horizons is a small consulting engineering firm with an extensive portfolio based in Lexington, Kentucky.

Since 1992, we have successfully integrated designs into hundreds of millions of dollars in new and renovation projects in both the public and private sector built environment.

We offer quality engineering design and construction services coupled with best-in-class computer modeling. Our personalized, innovative solutions are not complicated by associations with material or equipment vendors.

We maintain a comprehensive specification database that speeds document production and ensures your designs are code compliant and fast to market.



## PROJECT TYPES

- Ventilation & Hazardous Exhausts
- Energy Recovery
- Industrial Fire Suppression
- Plumbing
- Fire Alarm Systems
- Emergency & Standby Power Generation
- Medical Gas Systems
- Air & Specialty Gases
- 3D Coordination Drawings
- Energy Modeling
- Fire Pump Systems
- HVAC Systems
- Process Piping
- Sanitary Piping Systems
- Lighting Control Systems
- Storm Drainage

## RELATED PROJECTS

- Nicholas County Fire & Rescue-Carlisle, Kentucky
- Georgetown Fire Station #1-Georgetown, Kentucky
- Manchester Fire Station-Manchester, Kentucky
- Sunshine Fire Station-Harlan, Kentucky



## TECHNICAL HORIZONS, PLLC

501 Darby Creek Rd,  
Suite #31  
Lexington, Kentucky 40509

O: 859.263.5983

## FIRM HIGHLIGHTS

Founded in 1992

Award winning, independent, multi-discipline consulting engineering firm

Comprehensive specification database that speeds document production

Diverse portfolio includes comprehensive experience in commercial, healthcare, and government facilities

## CONTACT

**Matt Ellis-CEO**  
cmellis@technicalhorizons.com

**Heather Gadd-Office Manager**  
heatherg@technicalhorizons.com

**Jim Milner-Electrical Engineer**  
jmilner@technicalhorizons.com

**Eric Frank**  
efrank@technicalhorizons.com

**Shelley DeHarte**  
shelleyd@technicalhorizons.com

**Jacob Flora**  
jflora@technicalhorizons.com

# C. Matthew Ellis, PE

CEO | Mechanical Engineer



TECHNICAL HORIZONS

Industrial • Commercial • Institutional



## EDUCATION

Mechanical Engineering  
Bachelor of Science  
University of Kentucky

## PROFESSIONAL AFFILIATIONS

American Society for Heating,  
Refrigeration & Air Conditioning  
Engineers

American Society of Mechanical  
Engineers

International Code Council

## PROFESSIONAL EXPERIENCE

Mr. Ellis founded Technical Horizons in 1991. With a total of 31 years of proven project management experience and expert-level knowledge of the mechanical and electrical engineering fields, he has significant experience in HVAC, ventilation, plumbing, and electrical systems.

## PROFESSIONAL CERTIFICATIONS

Licensed Fire Suppression Designer in Kentucky  
Professional Engineer in Kentucky, Ohio, and Indiana

## RECENT PROJECT EXPERIENCE

Lexus of Chattanooga- Chattanooga, TN  
Primary Plus Clinic-Morehead, KY  
New Lexington Clinic-Lexington, KY

# John Shindlebower

Mechanical Engineer

## PROFESSIONAL EXPERIENCE

Mr. Shindlebower is competent in numerous modeling programs including tank stress modeling, building energy analysis, and HVAC & plumbing design in REVIT, and AutoCAD. Mr. Shindlebower has also worked with several custom spreadsheet models to analyze engineering considerations such as process pipe hanger sizing, sanitary and domestic water pipe sizing, and mechanical equipment sizing.

Mr. Shindlebower possesses experience with respect to sanitary piping and HVAC systems. He has been involved in numerous projects for clinics, food processing plants, and other industrial buildings including designs for chiller and boilers, HVAC systems, cooling towers, and tank design.

## EDUCATION

Mechanical Engineering  
Bachelor of Science  
University of Kentucky



## RECENT EXPERIENCE

Prestige Farms Turkey Plant  
Hemprise CBD Processing Plant  
Veterans Affairs Hospital  
Renovation

# Eric Frank

## Mechanical Design Engineer



### EDUCATION

Mechanical  
Engineering  
Bachelor of  
Science  
University of  
Kentucky

### PROFESSIONAL AFFILIATIONS

American Society for Heating,  
Refrigeration, & Air Conditioning  
Engineers

The National Eagle Scout  
Association

### PROFESSIONAL EXPERIENCE

Mr. Frank is seasoned in the MEP design process from initial client discussion about design intent to final construction drawing delivery.

Mr. Frank is proficient in AutoCAD and Revit programs and BIM design practices. He is a proficient model manager that takes pride in the quality and accuracy of his models and construction drawings.

### RECENT PROJECT EXPERIENCE

Marzetti Dressing Plant Expansion-Horse Cave, KY  
API Manufacturing Facility-Shepherdsville, KY  
Cost Plus World Market-Lexington, KY  
Prestage Farms Turkey Plant (Dark Star)-Camden, SC  
Whitehouse Healthcare Clinic-Lancaster, KY

# Shelley DeHarte

## Mechanical Engineer

### PROFESSIONAL EXPERIENCE

Mr. DeHarte started at Technical Horizons at the end of 2019. Since joining he has gained knowledge and experience in the industrial and commercial sectors of the construction field.

Mr. DeHarte has experience in designing air conditioning, ventilation, and plumbing systems. He has project management experience and is able to meet project requirements and dates.

Mr. DeHarte is experienced in numerous modeling programs including pipe stress modeling, CADD, and 3D modeling, among many several equipment modeling programs.

### EDUCATION

Mechanical  
Engineering  
Bachelor of  
Science  
Christian  
Brothers  
University



### RECENT EXPERIENCE

United Supermarkets  
Layn CBD Plant  
Diageo Manufacturing Plant  
Ohio Valley Education Cooperative  
Renovation



# Jim Milner

## Senior Electrical Designer



TECHNICAL HORIZONS

Industrial • Commercial • Institutional



### EDUCATION

Louisville  
Technical  
Institute

University of  
Kentucky,  
Gatton School  
of Business

### PROFESSIONAL AFFILIATIONS

Associated Building Contractors

### REGISTRATIONS

Licensed Electrician

Licensed Electrical Contractor in  
Kentucky

### PROFESSIONAL EXPERIENCE

With 45 years of experience working in Kentucky and surrounding states, twenty-five of those spent as the owner of his own multi-million-dollar electrical design-build construction firm, Mr. Milner draws from a wealth of experience over a wide range of successfully completed projects.

He is well-versed in all aspects of electrical design and construction including budgeting, code compliance, value engineering, design, coordination, construction oversight, and analysis.

### RECENT PROJECT EXPERIENCE

Primary Plus of Morehead-Morehead, KY  
MMRC Regional Industrial Development Authority  
Lexus of Chatanooga

# Jacob Flora

## Electrical Engineer

### PROFESSIONAL EXPERIENCE

Mr. Flora has assisted on many projects during his time here at Technical Horizons. He worked on the addition and renovation of Cardinal Hill Hospital, a new clinic for Triad Healthcare, and even worked on multiple sites for the Norton Healthcare Clinics.

Prior to Technical Horizons, Mr. Flora worked on projects in numerous fields including healthcare, local civic, and education projects. He also founded the Living Central Model Initiative.

### RECENT PROJECT EXPERIENCE

Lexus of Chatanooga-Chatanooga, TN  
Paintsville Restaurant Renovation-Paintsville, KY  
Aptiva MRI-Lexington, KY

### EDUCATION

Electrical  
Engineering  
Bachelor of  
Science  
University of  
Kentucky



### SOFTWARE PROFICIENCY

AutoCAD  
Bim360 Visual Photometric  
Elum Tool Photometric  
C++  
Verilog

# Lexington Clinic South Broadway

Lexington, Kentucky



JEA teamed with Lexington Clinic to build their new South Broadway flagship facility. Services included programming, design, site development, planning and zoning, and construction administration. The project includes a new 109,528 SF, three-story facility with additional service level to replace the existing facility. Spaces include administration, breast health, internal medicine, labs, neurology, phlebotomy, radiology, rheumatology, pathology, pharmacy, audiology, ENT, endocrinology, general surgery, gynecology, pain management, urology, support spaces and material management. This project cost was \$33.8 million.

**STATUS:** Completed 2021

**PROJECT SIZE:** 110,000 SF total - 3 stories

**PROJECT COST:** \$33.8 million

**CONTRACTOR:** Brett Construction



# Cardinal Hill Rehabilitation Hospital

Lexington, Kentucky



Johnson Early Architects partnered with Cardinal Hill Hospital on the \$35 million expansion of the existing Cardinal Hill Hospital located in Lexington, Kentucky. The project was a three-story 155,000-SF addition to an existing 150-bed hospital. In addition to the 139 new beds, the new facility includes an indoor natatorium, a three-story atrium, and multiple rehabilitation / therapy suits. After completion of the new structure the entire original 150,000 SF hospital was renovated to complete the project.

Since completion in 2012, JEA has done numerous renovations and repurposing for the hospital's evolving needs.

**STATUS:** Completed 2012

**PROJECT SIZE:** 155,000 SF total – 3 stories

**PROJECT COST:** \$35 million

**CONTRACTOR:** Burchfield & Thomas

**CARDINAL  
HILL REHABILITATION  
HOSPITAL**



# St. Luke United Methodist Church

Lexington, Kentucky



Johnson Early Architects designed a multi-purpose facility addition to St. Luke United Methodist Church which included a gymnasium, kitchen, elevator and many classrooms. JEA was later contracted to renovate the existing church and sanctuary.

**STATUS:** Completed 2012

**PROJECT SIZE:** 60,000 SF - 2 stories

**PROJECT COST:** \$3.5 million

**CONTRACTOR:** Dean Builds, Inc.

# Student Health and Wellness Center

University of the Cumberlands - Williamsburg, Kentucky



The Ward Correll Health and Wellness Center is the center of campus student activity and offers a variety of social, dining, exercise and retail spaces.

**STATUS:** Completed 2015

**PROJECT SIZE:** 60,000 SF - 3 stories

**CONTRACTOR:** Hacker Brothers, Inc.

# REFERENCES

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## **Brett Setzer**

Chief Executive Officer, Brett Construction Co.

354 Waller Avenue, Suite 200  
Lexington, Kentucky 40505  
Phone: 859-514-7767

## **Gregg Thornton**

Building Committee Chairman, Easterseals Cardinal Hill

W H T Law  
333 West Vine Street, Suite 100  
Lexington, Kentucky 40507  
Phone: 859-422-6000

## **Stephanie Moore**

Chief Executive Officer, White House Clinics

401 Highland Park Drive  
Richmond, Kentucky 40475  
Phone: 859-626-7700, ext. 1032

## **Dave West**

President, Trace Creek Construction, Inc.

127 Market Street, Suite 200  
Vanceburg, Kentucky 41179  
Phone: 606-796-3867



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #64-2022 Valley Park Building Renovation and Expansion** 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 **January 10, 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.

***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.***

A pre-proposal conference will be held December 20, 2022, 10:00 am, 2077 Cambridge Dr, Lexington, KY.

## **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 Central Purchasing resulting from this invitation.

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

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

## 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(i). 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.

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Signature

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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. Including past experience with similar projects and building systems. 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 Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

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

## AFFIDAVIT

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

**Bidders**

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

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

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

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

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

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

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

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

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

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



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



**LFUCG MWDBE PARTICIPATION FORM**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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





**MWDBE QUOTE SUMMARY FORM**

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

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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

(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 MWDDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

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

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

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

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

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

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

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

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**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.

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Signature

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Date



**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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:

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

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. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.

- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of 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.

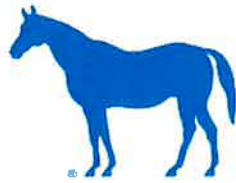
#### Right to Review, Audit and Inspect

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.

00548704



**LEXINGTON**

**REQUEST FOR PROPOSALS**

**FOR:**

**LFUCG Parks & Recreation  
Renovation & Expansion of:  
Valley Park Building**

**RFP # 64-2022**

**Department of General Services**

**Division of Facilities & Fleet Management**

**Project Management Group**

**December 2022**

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## 1.0- INTRODUCTION

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 renovation and expansion of existing buildings.

The purpose of these services is for a renovation & expansion of the existing Valley Park Building located in LFUCG Parks & Recreation Valley Park.

The address for the **Valley Park Building** is:  
2077 Cambridge Dr, Lexington, KY 40504

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

## 1.1 - PROJECT NARRATIVE

Valley Park is composed of 18.89 acres located in the Cardinal Valley Neighborhood in Northwestern Lexington. The park was established in 1965. The date of construction of the Park Building is unknown and there are no record drawings on file; however, a full building renovation occurred in 2001, and those project documents will be provided to the awarded Consultant.

The existing Valley Park Building is approximately 2,300 SF and requires program expansion to meet current operational needs. The existing building is slab on grade with CMU block exterior walls, interior gypsum board partitions, wood roof trusses, and an asphalt shingle gable roof with canopy that creates a 1,300 SF outdoor covered space. The roof is beyond its serviceable life and design of a replacement is work of the renovation. There appears to be no insulation in the building envelope. An analysis of existing insulation conditions and recommendations for envelope improvements shall be made.

The Valley Park Building is currently programmed as a Multipurpose Room (812 SF), Storage (613 SF), Concessions (221 SF), Men's Restroom (130 SF), and Women's Restroom (130 SF). There is an excessive amount of space dedicated to storage, and that portion of the building would be more useful to the building users if it were renovated into additional multipurpose space. Design of an organized, lockable storage system shall be provided. The existing concession area would be more functional as a catering kitchen to support events held inside and outside the Park Building. An enclosed custodial space is needed as well.

The Valley Park Building is owned by LFUCG and maintained by LFUCG Parks & Recreation. Building users include the Cardinal Valley Neighborhood Association and the Cardinal Valley Park Advisory Board. The Park Building is available for rent to the public. Activities in the space include but are not limited to dance instruction and dance events for children and adults, after school tutoring, birthday parties, wedding and baby showers, religious events, and seasonal community events. Recommendations for new finishes shall be included in the design including a versatile dance flooring. Design of flexible/operable partitions shall be included so that the multipurpose space could be occupied by 2 separate users simultaneously. Acoustical recommendations shall also be made because events in the space may include loud music.

In addition to the new roof, exterior upgrades shall include new paint, new soffits and soffit lighting, canopy lighting, new cladding of existing canopy columns. Site improvements shall be designed 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. The design shall also include approximately 1000 SF of additional covered exterior space. A design for a free standing, secure, weather tight storage space (200 SF) shall be provided. Vandal resistance shall be a design consideration for all interior and exterior elements. The new design shall comply with LFUCG/LFUCG Parks & Recreation's design standards which will be provided during the design phase.

Analysis and design recommendations of all utilities and systems (mechanical, plumbing, sanitary, electrical, etc.) shall be provided. Valley Park currently has no internet infrastructure. The Consultant shall provide recommendations and design for establishing internet connectivity at the Park Building. Consultant shall coordinate with LFUCG's internet provider and LFUCG IT and Parks & Recreation staff as required.

Due to the age of this building, some hazardous building materials may be present. Abatement of hazardous materials shall be performed as work of separate contract by Owner in order to prepare for renovation. This project will follow a Design-Bid-Build delivery method in which Bid Documents should be ready to advertise by the fall of 2023. Refer to the Project schedule (Attachment C).

This project is being funded utilizing the American Rescue Plan Act (ARPA) state and local recovery funds, as approved and allocated by the LFUCG Council. There will be very minimal requirements by the design Consultant to provide supporting documentation to the LFUCG Project Manager to ensure the strong healthy community initiatives set forth by the funding allocation are being met. The Consultant shall be responsible for reviewing all attachments, project criteria, and gathering the necessary information to make expert based recommendations to the Owner. Recommendations shall include at a minimum: comparisons of probable costs, product lifecycles, and maintenance requirements. The Consultant shall participate in ARPA community engagement meetings as required throughout the design and construction process.

Throughout the design process, all design recommendations shall be submitted along with associated costs in order for the Owner to establish the final scope of the project. This Request for Proposal includes all phases of design, and outlines each phase with minimum requirements and recommendations within two project stages. 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.

## **1.2 - PROGRAM & TECHNICAL REQUIREMENTS**

The Valley Park Building Renovation & Expansion project will consist of a full renovation of the entire existing facility to modernize and meet current building codes for a safe and healthy environment. The entire existing envelope, including roofing, masonry, and doors shall be evaluated for replacement or repair. All of the major systems shall be evaluated for reuse vs. replacement including, but not limited to: structural, plumbing, mechanical, sanitary, and electrical. All design elements including the expansion of the exterior canopy and new hard surface shall be sited in accordance with all codes, zoning, and applicable regulations. The design should incorporate elements to make the building 'solar ready' for the possible inclusion of roof-mounted photovoltaics in the future. Additional design recommendations shall include but not be limited to new finishes, flooring, ceilings, interior and exterior lighting, data, and acoustics. ADA compliance, life safety, egress paths, exit signage, exit lighting, etc. shall be evaluated for compliance with the latest codes. The building is not sprinkled.



Consultants shall collaborate with the various LFUCG Departments and end users, including Capital Project Management, Parks & Recreation, IT, and Environment Services Energy Section to ensure all required scope elements are met.

**Program shall include the following:**

- Multipurpose Room 1 (approximately 750 SF) for event/performance including lockable casework/storage system, acoustic operable partition design, and versatile dance flooring
- Multipurpose Room 2 (approximately 750 SF) for event/performance including lockable casework/storage system, acoustic operable partition design, and versatile dance flooring
- Catering Kitchen (approximately 150 SF) with a full size refrigerator, double bowl sink, microwave, countertop space, coffee pot, and associated casework
- Storage (approximately 100 SF) to accommodate tables, chairs and miscellaneous equipment, including lockable casework/storage system
- Custodial Closet (approximately 20 SF) shall include mop sink, shelving, and storage
- Group Restrooms (approximately 130 SF each) shall be accessible and meet ADA guidelines where applicable. Fixtures shall be calculated per occupancy count and applicable plumbing codes
- Audio Visual: accommodations for a manual or automated projection screen, wireless microphone system, wall mounted speaker amplification system, limited performance lighting, etc.
- Mechanical and Electrical rooms to be properly sized per appropriate building systems
- Circulation per building configuration and layout
- Exterior covered space (2500 SF) with level, hard surface paving

**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, including IT/data, locks/keying/door hardware, security cameras, lighting, etc.
- Consultant shall coordinate all colors and finishes with the Owner including LFUCG/Parks & Recreation/Valley Park graphics. Sample boards for interior and exterior finishes shall be submitted and reviewed with the Owner for approval.
- Mechanical systems should be engineered for long term operating efficiency, energy costs, and maintenance costs. An overall mechanical systems evaluation must be made available to the project team before a final decision on the mechanical system is made. It is preferred to have separately controlled heating and cooling zones with thermostats in the various areas.
- Consultant shall ensure the mechanical systems can be serviced and maintained by locally available trades-people. If the mechanical system is at ground level, adequate security must be provided at the equipment.
- 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.

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 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.

**Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized out with unit cost. If the Consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the Consultant must include value engineering options, and written recommendations 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.

**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 (manufacturer and 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.

**3D Images/ Samples:**

Provide (4) color 3D interior elevations. 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.

**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 Construction Cost:**

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.

**□ 3D Images/ Samples:**

Provide (4) color 3D interior elevations. 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 interior of the building. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall resubmit an updated sample board of all major interior materials.

**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 (1) 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**

	<b>Total Points</b>
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. Including past experience with similar projects and building systems.	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
<b>Final Technical Score</b>	<b>100</b>

## **COMPENSATION**

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

**ATTACHMENT A**  
**FORM OF PROPOSAL**

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**Design Services for the Valley Park Building Renovation & Expansion**  
**Request for Proposal # 64-2022**  
**Form of Proposal**

**Consultant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

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**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**

\$ \_\_\_\_\_

**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.



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**Signature**

**Name**

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**Title**

**Date**

**ATTACHMENT B**  
**CONSULTANT SERVICES AGREEMENT**

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**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, Bidding, and Construction Administration for the construction of the **Valley Park Building Renovation & Expansion** as contemplated in the **OWNER**'s Request for Proposal No. #64-2022. 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. #64-2022.

**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. 64-2022. (**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. 64-2022. (**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. 64-2022 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:

<b><u>Design Stage (Total Services Below)</u></b>	<b>\$ _____</b>
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)	\$ _____ _____ %
<b><u>Construction Administration Stage</u></b>	<b>\$ _____</b>
(percentage of total services)	_____ %
<b><u>Total Architectural/ Engineering Services</u></b>	<b>\$ _____</b>

**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. 64-2022 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:**

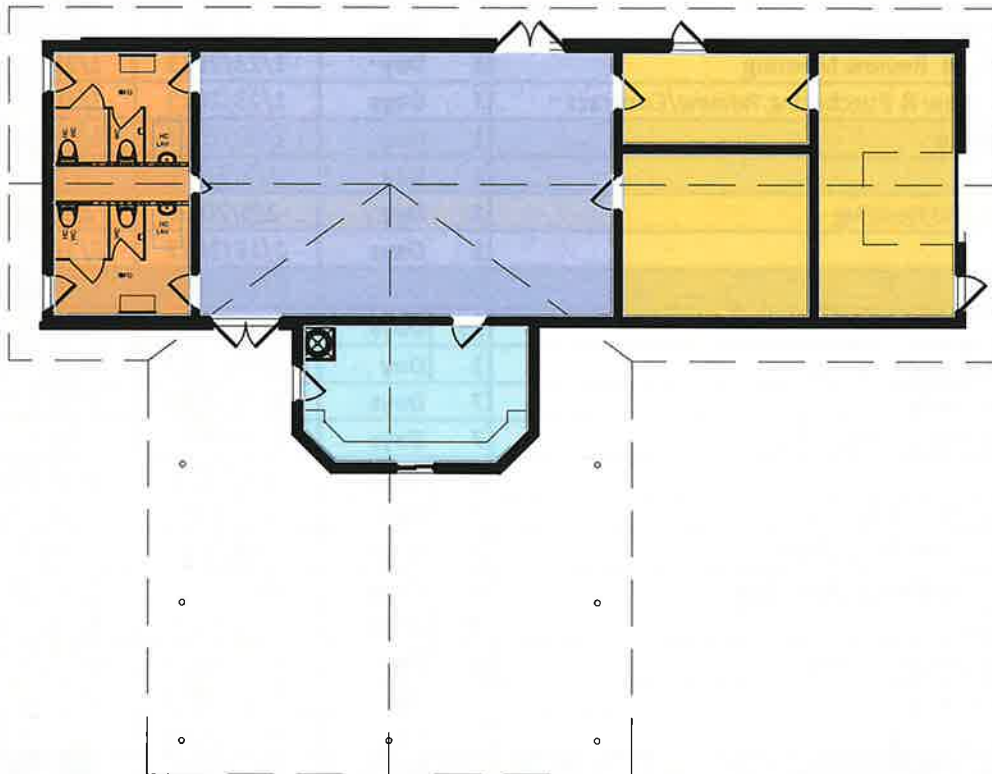
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## ATTACHMENT C

VALLEY PARK BUILDING RENOVATION & EXPANSION			
Task	Duration	Start	Finish
RFP	75 Days	10/1/2022	12/15/2022
Advertisement - Design RFP	26 Days	12/15/2022	1/10/2023
Pre-RFP Meeting	1 Days	12/20/2022	12/20/2022
RFP Opening	1 Day	1/10/2023	1/10/2023
RFP Selection Committee Review	13 Days	1/10/2023	1/23/2023
RRP Selection Committee Review Meeting	1 Day	1/23/2023	1/23/2023
LFUCG Bid Evaluation /Law & Purchasing Review/Contract	7 Days	1/23/2023	1/30/2023
Approved in Legistar Date	1 Day	1/30/2023	1/30/2023
Council WS	1 Day	2/7/2023	2/7/2023
Council 1st Reading & 2nd Reading	1 Day	2/9/2023	2/9/2023
P.O. & NTP	1 Days	2/16/2022	2/16/2022
<b>Design Phase</b>	<b>175 Days</b>	<b>2/16/2023</b>	<b>8/10/2023</b>
Schematic Design	35 Days	2/16/2023	3/23/2023
SD Document + Cost Estimate Review	1 Day	3/23/2023	3/23/2023
Owner Review & Comments	7 Days	3/23/2023	3/30/2023
Schematic Design Final Deliverables Due	7 Days	3/30/2023	4/6/2023
Design Development	42 Days	4/6/2023	5/18/2023
DD Document + Cost Estimate Review	1 Day	5/18/2023	5/18/2023
Owner Review & Comments/Consultant	7 Days	5/18/2023	5/25/2023
Design Development Final Deliverables Due	7 Days	5/25/2023	6/1/2023
Construction Documents	70 Days	6/1/2023	8/10/2023
CD Document + Cost Estimate Review	1 Day	8/10/2023	8/10/2023
Owner Review & Comments	7 Days	8/10/2023	8/17/2023
100% Construction Documents	7 Days	8/17/2023	8/24/2023
Ready to Advertise Final Deliverables	7 Days	8/24/2023	8/31/2023
Advertisement - Construction	28 Days	8/31/2023	9/28/2023
PreBid Meeting	1 Days	9/6/2023	9/6/2023
Bid Opening	1 Day	9/28/2023	9/28/2023
LFUCG Bid Evaluation /Law & Purchasing Review/Contract	7 Days	9/28/2023	10/5/2023
Approved in Legistar Date	1 Day	10/9/2023	10/9/2023
Council WS	1 Day	10/17/2023	10/17/2023
Council 1st Reading	1 Day	10/26/2023	10/26/2023
Council 2nd Reading	1 Day	11/2/2023	11/2/2023
P.O. & NTP	1 Days	11/13/2023	11/13/2023
<b>Construction Phase</b>	<b>367 Days</b>	<b>11/13/2023</b>	<b>11/13/2023</b>
Substantial Completion/Punch Inspection	1 Day	11/1/2024	11/1/2024
Final Completion	1 Day	11/15/2024	11/15/2024
<b>PROJECT COMPLETION ESTIMATE - DECEMBER 2024</b>			

# ATTACHMENT D



LEGEND	
MULTIPURPOSE	812 SF
STORAGE	613 SF
CONCESSION	221 SF
RESTROOMS	267 SF
EXISTING GROSS SQUARE FOOTAGE	2317 SF

EXISTING PLAN

SCALE: 1/16"=1'-0"

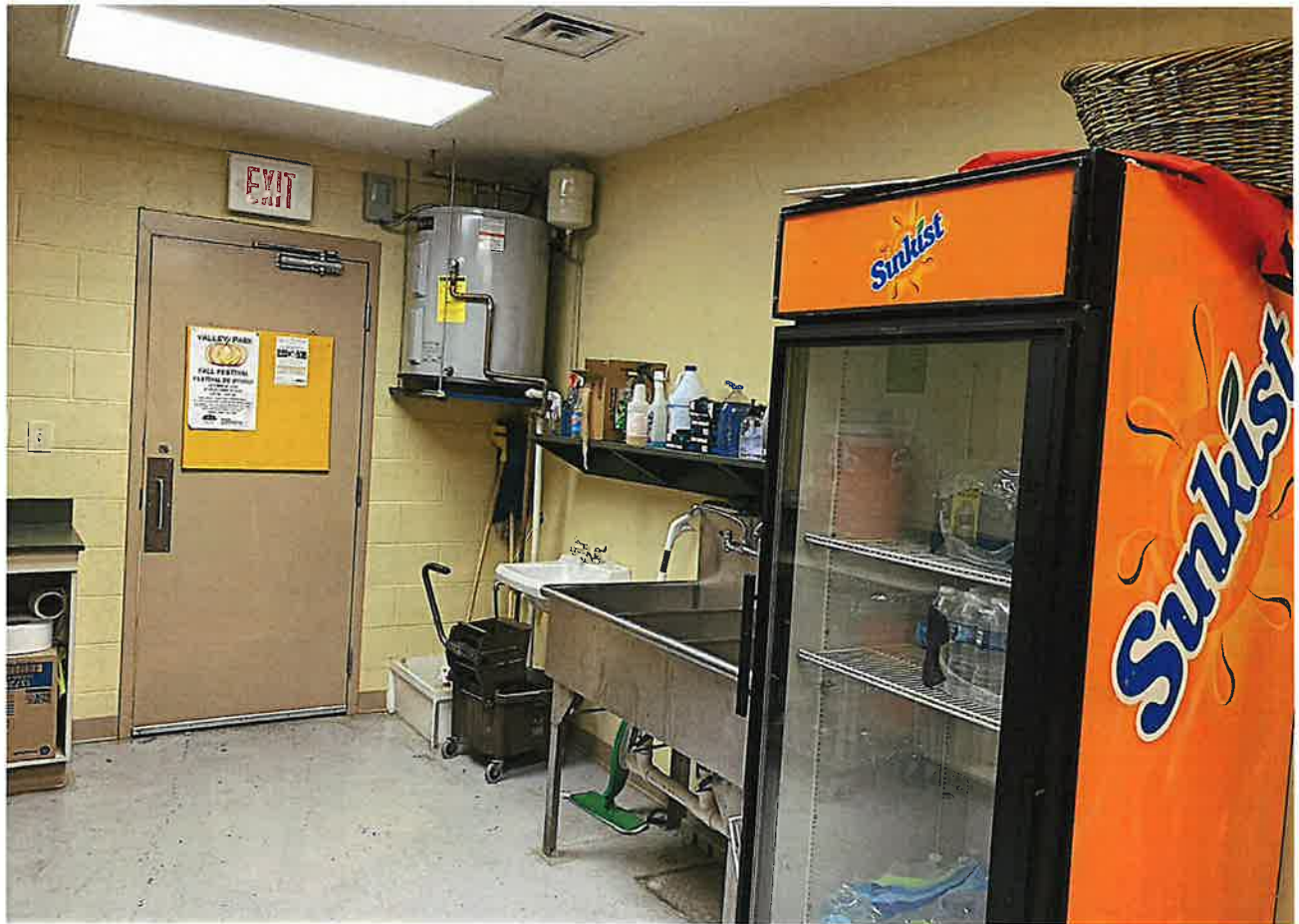
ATTACHMENT E



EXISTING PHOTOS



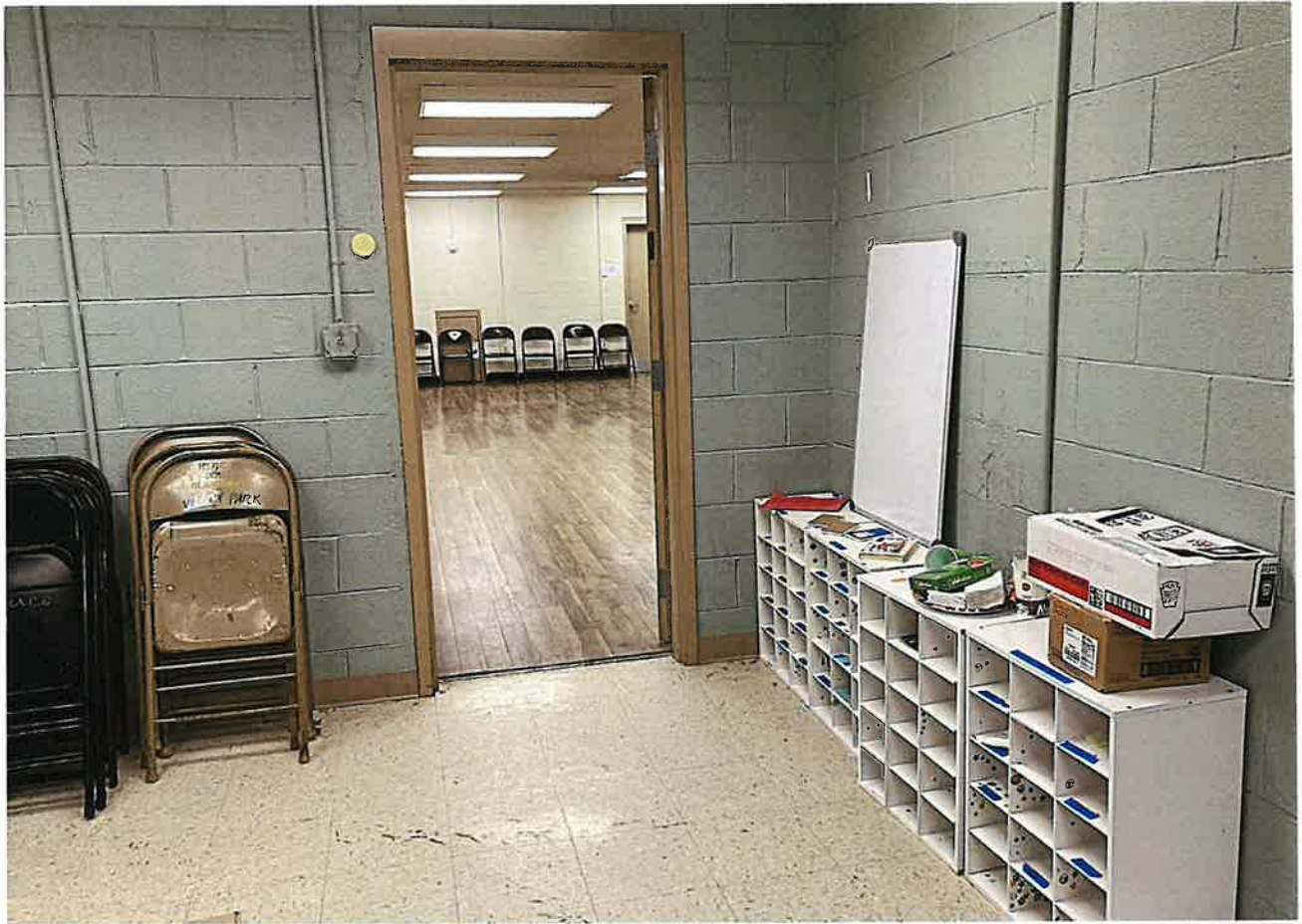


















**SOLID GROUND**

CONSULTING ENGINEERS, PLLC

Engineering Innovation; Providing Solutions to Your Challenges.

**REPORT OF GEOTECHNICAL EXPLORATION**



PROPOSED VALLEY COMMUNITY CARE ADDITION

LEXINGTON, KENTUCKY

PREPARED FOR LFUCG DIVISION OF PARKS AND RECREATION  
PLANNING AND DESIGN

APRIL 4, 2017

## **EXECUTIVE SUMMARY**

The site is generally suited for the proposed development consisting of the new addition to the existing Valley Community Care located in Lexington, Kentucky.

It is understood that the proposed structure will have an approximate footprint of 35 feet by 45 feet. The project will consist of a single story structure utilizing a wood framed members bearing upon a conventional shallow spread footing system. Column footing loads are not known at this time, but are expected to be light due to the anticipated design of this structure. Column footing loads are anticipated to be less than 25 kips and continuous footings less than 3 kips per linear feet. Minimal earthwork operations are anticipated for this addition.

In general, our geotechnical exploration encountered natural/residual soil below a layer of topsoil of approximately 8 inches from existing grade. The natural soils are characterized as lean clay underlain by lean to fat clay until refusal or termination. Test Pit TP-1 encountered excavator refusal at 8 feet, approximately. Test Pit TP-2 did not encounter refusal and was terminated at 9 feet, approximately.

Based on the field exploration results and past experience with similar projects, the conventional foundations can be designed for a net allowable soil bearing capacity of 2,000 pounds per square foot. All exterior footing bottoms should be at least 30 inches below the lowest adjacent exterior grade for protection against frost penetration. A seismic site class "C" is provided for this site.

The slab on grade can be designed for a subgrade modulus,  $k$ , of 100 pounds per cubic inch (pci) for design of the floor slab supported by granular material utilizing the natural soil subgrade as a bearing medium. It is recommended that the slab be designed with a minimal reinforced concrete thickness of 4 inches with a minimal stone subbase of 6 inches.

It is highly recommended that Solid Ground observe the construction of the building and retaining wall as detailed by the 2013 Kentucky Building Code.



## **Recommendations**

The following recommendations are based on the information gathered and subsurface conditions encountered during this exploration. It should be noted that Solid Ground cannot be held liable for fill placed or performance of the subgrade without observations. **It is recommended to retain Solid Ground to perform proofrolling of the building pads and pavement areas, prior to the beginning of fill placement and during fill placement.**

### **Earthwork**

It is anticipated minimal earthwork operations will be required for this site. The following are recommendations for structural fill placement and earthwork operations.

#### *Site Preparation*

- ▲ Topsoil materials should be stripped to prepare the site for construction.
  - The stripping should extend 5 feet outside of the pavement and building areas.
- ▲ After stripping and cutting operations, the subgrade should be evaluated by Solid Ground by proofrolling methods with a fully loaded dump truck.
  - *Possible remediation methods may be required if the site soils are exposed to wet weather conditions.*

#### *Structural Fill*

The following recommendations should be considered if fill is required.

Structural fill is defined as the following:

- ▲ Inorganic natural soil with maximum particle sizes of 3 inches.
- ▲ Plasticity Index of no greater than 30 percent and liquid limit less than 50.
- ▲ The on-site soils are suitable for use as structural fill. Proctor testing should be performed prior to earthwork begins.
- ▲ Other sources of structural fill should be verified by Solid Ground.
  - If other sources of structural fill are anticipated, Solid Ground should collect a bulk sample for standard Proctor testing.

The following are recommendations for placement of structural fill:

- ▲ Structural fill should be placed in no greater than 8 inch thick layers.
- ▲ Structural fill should be compacted to at least 98 percent of the soil's maximum dry density as determined by the standard Proctor compaction test (ASTM D698).
- ▲ The moisture content of the fill material should be maintained about 2 percent (above or below) of its standard Proctor optimum moisture content depending on the results of the Proctor tests.
- ▲ In-place density testing must be performed as a check that the previously recommended compaction criteria have been achieved.
- ▲ Fill placement should be monitored on a full-time basis by Solid Ground during site grading.
- ▲ Fill placement should extend to a minimum of 10 feet beyond the building footprint.

Solid Ground should be contacted if any unexpected subsurface conditions are encountered during earthwork construction. The following are additional recommendations for placement of structural fill:

## **Foundation**

### Design

Based on subsurface conditions encountered, information gathered during this exploration, and past knowledge of the site's development, we recommend conventional shallow footings bearing on natural/residual soils. We recommend the use of a maximum net allowable bearing pressure of 2,000 psf (pounds per square foot) for foundations bearing on natural residual soils.

A detailed settlement analysis was beyond the scope of this report. Based on the assumed structural loads, the available site grading information, the recommended bearing pressure, knowledge of the site's development and empirical correlation for the subsurface conditions encountered beneath the proposed structure, we estimate the total settlements of the foundation to be about one-inch or less. Differential settlements are estimated to be about ½ inch or less.

Once the design is finalized, we recommend allowing us the opportunity to review the plans and specifications.

### Construction Considerations

The following construction considerations are recommended:



- ▲ Column footings should be at least 24 inches wide and strip footings should be at least 18 inches wide.
- ▲ All exterior footing bottoms should be at least 30 inches below the lowest adjacent exterior grade for protection against frost penetration.
- ▲ Clean the foundation bearing area so it is nearly level and is free of ponded water and loose material.
- ▲ Dewatering methods may be necessary if the foundation excavation takes place during wet weather.
- ▲ Solid Ground should be on site while the foundation construction is performed.

### Slab on Grade

It is understood that a grade supported floor slab will be utilized. We assume that the slab on grade will be utilized for light loads. If this assumption is incorrect, Solid Ground should be contacted to modify recommendations. The following recommendations should be followed:

- ▲ ***It is imperative that quality control be performed specifically for the slab on grade to ensure that moisture contents, as well as compaction efforts, are within optimum. If the fat clay material is placed above optimum, there is potential that slab settlement could occur. If the fat clay is placed below optimum, there is potential that slab heave could occur.*** Solid Ground should observe the subgrade utilizing proofrolling and density testing. If excessive pumping and/or rutting is observed remediation may be required. Typical remediation methods consist of undercutting the unsuitable soil and placing recompacted suitable soil or granular material.
- ▲ To reduce the possibility of slab on grade cracking, it is recommended that the floor slab be constructed with a stone base of a minimum of **6 inches** in thickness. The floor slab be constructed with a minimum of **4 inches** of concrete.
- ▲ A subgrade modulus,  $k$ , of 100 pounds per cubic inch (pci) for design of the floor slab supported by granular material.
- ▲ It is recommended to utilize a minimum 6 mil vapor barrier between bottom of concrete slab and stone subbase.
- ▲ Control joints should be placed in the slab around any columns and along footing supported walls so these elements may move independently.
- ▲ The floor slab should be fully ground-supported. This will reduce the possibility of cracking and displacement of the floor slab due to differential settlement.

- ▲ It is recommended to perform proofrolling prior to placing stone to serve as the slab working base, and again immediately prior to constructing the slab.

### **Seismic Site Classification**

This classification is based on the seismic standards and design values from the 2009 NEHRP Recommended Seismic Provisions and the 2010 ASCE-7 Standard. Based on the results of our exploration and knowledge of the geology of the area, we assign a site seismic classification of "C".

### **Plan Review**

To better assure conformance of the final design documents with the recommendations contained in this report, and to better comply with the building department's requirements, Solid Ground should review the completed project plans prior to construction. The plans should be made available for our review as soon as possible after completion so that we can better assist in keeping your project schedule on track.

We recommend that the following project-specific note be added to the architectural, structural, and civil plans: "The geotechnical aspects of the project, including site grading, foundation excavations, foundation and slab on grade construction, placement and compaction of engineered fill, and installation of site drainage should be performed in accordance with the recommendations of the Geotechnical Report prepared by Solid Ground Engineering, Inc., dated April 4, 2017."

### **Construction Monitoring and Observations**

Based on past experience, in order to obtain the Certificate of Occupancy for this development, you will be required to directly contract a qualified and certified inspection firm to provide special inspection items consisting of observing the following:

- ▲ Foundation Construction
- ▲ Concrete Placement
- ▲ Reinforcement Placement
- ▲ Wood Construction

It is advantageous to the owner by contracting with Solid Ground Engineering, Inc. to provide construction monitoring and observations of this project. Some of those benefits are as follows:

- ▲ As the Geotechnical Engineer of Record (GER) for this project, we will provide confirmation that subsurface conditions exposed during construction are substantially the same as those interpolated from our limited subsurface exploration, on which the analysis and design were based.
- ▲ The recommendations in this report are based on limited subsurface information. The nature and extent of variation across the site may not become evident until construction. If variations are then exposed, it will be necessary to re-evaluate our recommendations. In the event that subsurface conditions differ from those anticipated, we as the GER will provide recommendations if deemed necessary.
- ▲ You as the owner will satisfy the 2013 Kentucky Building Code requirement detailed in Chapter 17, requiring special inspections. In addition, we will observe that earthwork and foundation construction are in compliance with the geotechnical design concepts, specifications and recommendations.

#### **REPORT LIMITATIONS**

This report has been prepared for the exclusive use of LFUCG Division of Parks and Recreation Planning and Design for specific application to the project site. Our recommendations have been prepared using generally accepted standards of geotechnical engineering practice in the Commonwealth of Kentucky. No other warranty is expressed or implied.

The recommendations provided are based on the subsurface information and other findings obtained by Solid Ground as well as information provided by you. If there are revisions to the plans for this project or if subsurface conditions detailed in this report are encountered during construction that are different than our exploration, we should be notified immediately to modify the foundation recommendations if deemed necessary. We cannot be held responsible for the impact of those conditions on the project if those impacts are not made known to us.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials. Any statements in this report or on the test pit logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

### **ASSOCIATED GEOTECHNICAL RISK**

The analytical tools which are used by the geotechnical engineer in this area are generally empirical and must be used in conjunction with professional engineering judgment and experience. Therefore, the recommendations presented in this geotechnical exploration should not be considered risk-free and are not a guarantee that the proposed structure(s) will perform as planned. The engineering recommendations presented in this are based on the information gathered during the subsurface exploration, information provided by you and past experience with similar projects.

**APPENDIX**

**APPENDIX A - APPROXIMATE SITE LOCATION PLANS**

**APPENDIX B - APPROXIMATE TEST PIT LOCATION PLANS**

**APPENDIX C - KENTUCKY GEOLOGICAL SURVEY MAP**

**APPENDIX D - KENTUCKY GEOLOGICAL SURVEY MAP – KARST  
POTENTIAL**

**APPENDIX E - TEST PIT LOGS**

**APPENDIX A - APPROXIMATE SITE LOCATION PLAN**





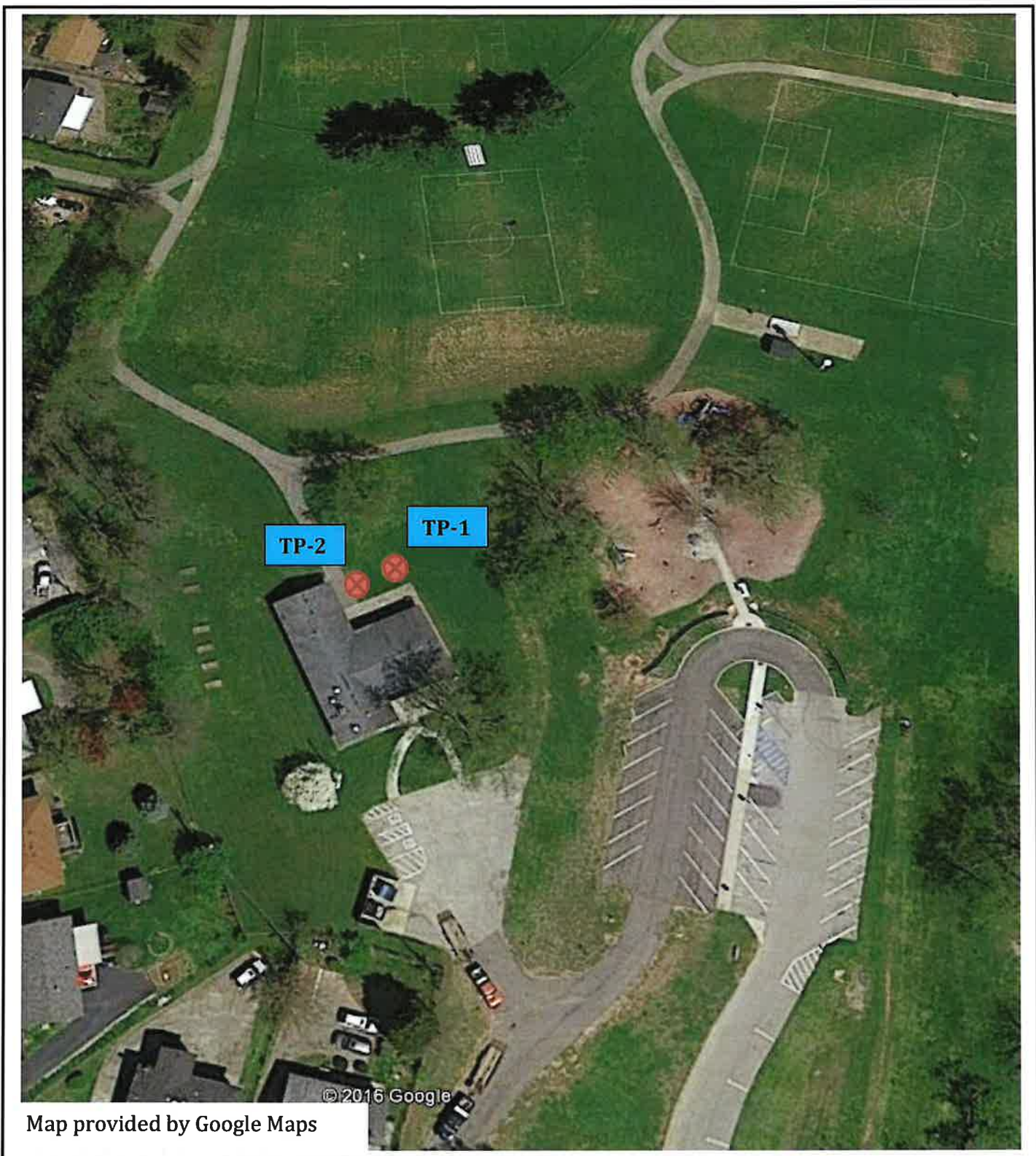
Map provided by Google Maps



**Approximate Site Location Plan**  
Cardinal Valley Community Care-Add.  
Lexington, Kentucky  
Project Number – 17-0151

**APPENDIX B - APPROXIMATE TEST PIT LOCATION PLAN**





Map provided by Google Maps



**Approximate Test Pit Location Plan**  
Cardinal Valley Community Care-Add.  
Lexington, Kentucky  
Project Number - 17-0151

**APPENDIX C – KENTUCKY GEOLOGICAL SURVEY MAP**





**Olr**

**Lower part of Lexington Limestone**  
(Lower Ordovician - Middle Ordovician)  
**USGS Unit Info:** [GEOLEX \(id: Lexington 2452\)](#)  
Mapped or described as these unit(s) on the original GQ:

**CANE RUN BED**  
*USGS Unit Info: not available*  
**Primary Lithology:** Limestone  
Limestone, light-gray to light-brownish-gray, microgranular, argillaceous; in part silty; dense limestone nodules and boulders in convolute beds, locally. Chert as nodules and thin beds in upper few feet diagnostic lithologic feature. Top of unit is chert marker bed. Unit interfingers with and grades into lower part of Tanglewood Limestone Member.

**GRIER LIMESTONE MEMBER**  
**USGS Unit Info:** [GEOLEX \(id: Grier 1898\)](#)  
**Primary Lithology:** Limestone  
1st of 2 intervals above Cane Run Bed  
Limestone, medium- to medium-dark-gray, fine- to medium-grained, fossiliferous; a few very thin shale layers in upper few feet. Contains siliceous Rhynchotrema, Hebertella, Zygospira, as well as strophomenid brachiopods (McFarlan, 1943, p. 17), trilobite fragments, and bryozoan fragments. Stromatoporoids (S marker horizon) locally near base of unit. Interfingers with and grades into lower part of Tanglewood Limestone Member.

**Approximate Site Location**

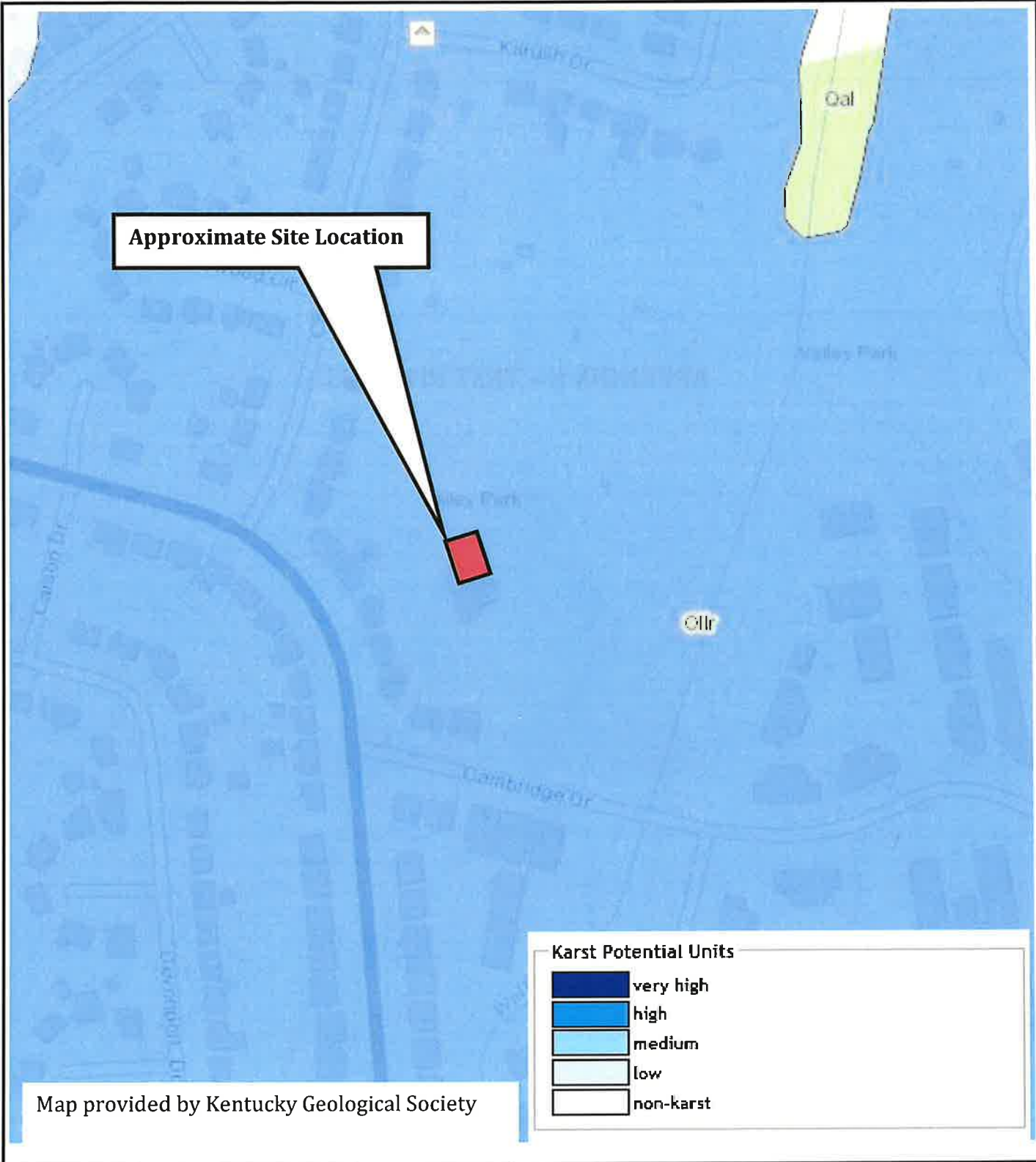
Map provided by Kentucky Geological Society



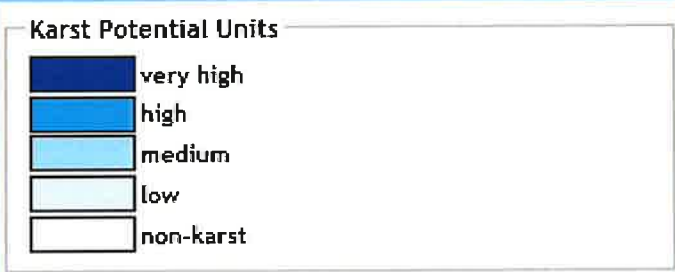
**Kentucky Geological Survey Map**  
Cardinal Valley Community Care-Add.  
Lexington, Kentucky  
Project Number - 17-0151

**APPENDIX D – KENTUCKY GEOLOGICAL SURVEY MAP – KARST  
POTENTIAL**





**Approximate Site Location**



Map provided by Kentucky Geological Society



**Kentucky Geological Survey Map**  
 Cardinal Valley Community Care-Add.  
 Lexington, Kentucky  
 Project Number - 17-0151

## APPENDIX E – TEST PIT LOGS





Test Pit Log  
TP-1



**SOLID GROUND**

CONSULTING ENGINEERS, PLLC

Engineering Innovation. Providing Solutions to Your Challenges.

**CARDINAL VALLEY COMMUNITY CARE ADDITION**

Location of Test Pit: Northeastern Side of Proposed Development

Excavation Equipment: Trackhoe

Soil Strength Test: *Dynamic Cone Penetrometer Testing*

Weather: Sunny / 70's

Date: March 22, 2017

Groundwater: Not encountered

Engineer: Aaron Blake Davis, PE

Sidewall Stability: Stable

\*Approximate Surface Elevation: N/A

*Approximate Surface Elevation (ft.)	*Approximate Depth from existing grade (ft.)	Material Description	Symbol	Sample Depth (ft)	Sample Type	Blows per 1 3/4 inch increment	Average Blow per increment (bpi)	Pocket Penetrometer (psf)	Notes
	0.0								
	1.0	TOPSOIL (Approximately 8 inches)							
	1.5	STIFF, reddish brown, LEAN to FAT CLAY (CL-CH), moist	[Hatched Pattern]			8, 8, 7	7.5	>2,000	backhoe resistance observed
	2.0								
	2.5								
	3.0								
	3.5								
	4.0								
	4.5								
	5.0	STIFF, reddish brown, LEAN to FAT CLAY (CL-CH), moist	[Hatched Pattern]					>2,000	
	5.5								
	6.0								
	6.5								
	7.0								
	7.5								
	8.0								
	8.5	EXCAVATOR REFUSAL AT 8.0 FEET							
	9.0								
	9.5								



Test Pit Logs are for informational purposes only.

Test Pit includes conditions observed during the site visit and for this particular location.

Soil was visually classified in the field.

Consistency was visually classified in the field and determined by DCP testings, Pocket Penetrometer Testing, probing, trackhoe resistance and stability of sidewall.

Test Pit Log  
TP-2



**SOLID GROUND**  
CONSULTING ENGINEERS, PLLC  
Engineering Innovation. Providing Solutions to Your Challenges.

**CARDINAL VALLEY COMMUNITY CARE ADDITION**

Location of Test Pit: Southwestern Side of Proposed Development

Excavation Equipment: Trackhoe

Soil Strength Test: *Dynamic Cone Penetrometer Testing*

Weather: Sunny / 70's

Date: March 22, 2017



Groundwater ▼: Not encountered

Engineer: Aaron Blake Davis, PE

Sidewall Stability: Stable

\*Approximate Surface Elevation: N/A

*Approximate Surface Elevation (ft.)	*Approximate Depth from existing grade (ft.)	Material Description	Symbol	Sample Depth (ft)	Sample Type	Blows per 1 3/4 inch increment	Average Blow per increment (bpi)	Pocket Penetrometer (psf)	Notes
	0.0								
	1.0	TOPSOIL (Approximately 8 inches)							
	1.5	STIFF, reddish brown, LEAN to FAT CLAY (CL-CH), moist	[Hatched Pattern]			8, 11, 7	9	>2,000	backhoe resistance observed
	2.0								
	2.5								
	3.0								
	3.5								
	4.0								
	4.5								
	5.0	STIFF, reddish brown, LEAN to FAT CLAY (CL-CH), moist	[Hatched Pattern]					>2,000	
	5.5								
	6.0								
	6.5								
	7.0								
	7.5								
	8.0								
	8.5	EXCAVATOR TERMINATED AT 9.0 FEET							
	9.0								
	9.5								

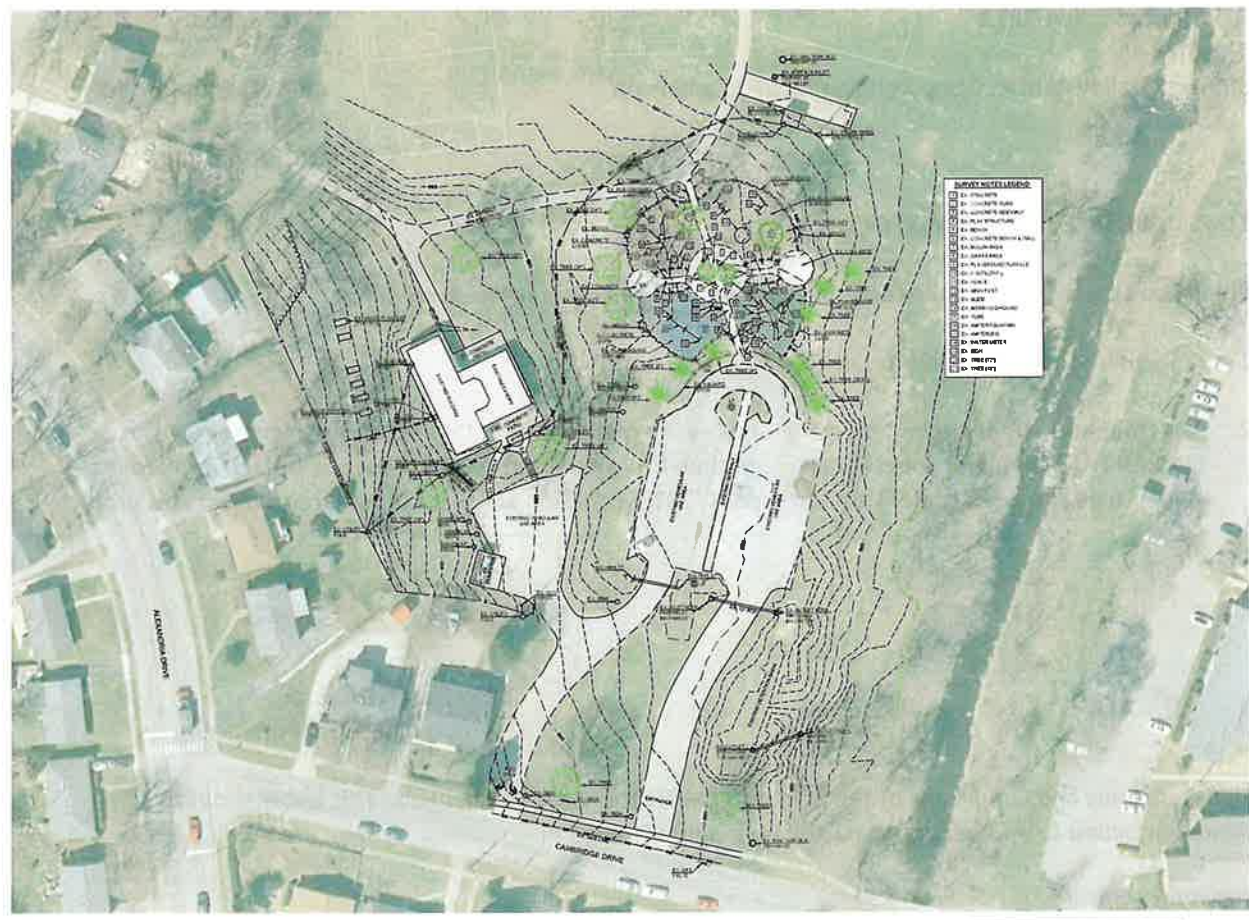



Test Pit Logs are for informational purposes only.

Test Pit includes conditions observed during the site visit and for this particular location.

Soil was visually classified in the field.

Consistency was visually classified in the field and determined by DCP testings, Pocket Penetrometer Testing, probing, trackhoe resistance and stability of sidewall.



**SURVEY SYMBOL LEGEND**

1	EXISTING UTILITY
2	EXISTING CONCRETE
3	EXISTING ASPHALT
4	EXISTING GRAVEL
5	EXISTING SAND
6	EXISTING GRADE
7	EXISTING CURB
8	EXISTING DRIVE
9	EXISTING SIDEWALK
10	EXISTING FENCE
11	EXISTING WALL
12	EXISTING SIGN
13	EXISTING LIGHT
14	EXISTING TREE
15	EXISTING SHRUB
16	EXISTING GRASS
17	EXISTING SOIL
18	EXISTING ROCK
19	EXISTING SANDSTONE
20	EXISTING LIMESTONE
21	EXISTING GNEISS
22	EXISTING SLATE
23	EXISTING QUARTZITE
24	EXISTING MARBLE
25	EXISTING GRANITE
26	EXISTING BASALT
27	EXISTING ANDALUSITE
28	EXISTING KYNOKITE
29	EXISTING STAUROLINE
30	EXISTING GARNET
31	EXISTING QUARTZ
32	EXISTING FELDSPAR
33	EXISTING MICA
34	EXISTING CLAY
35	EXISTING SILICA
36	EXISTING ALUMINA
37	EXISTING IRON OXIDE
38	EXISTING COPPER
39	EXISTING ZINC
40	EXISTING LEAD
41	EXISTING SILVER
42	EXISTING GOLD
43	EXISTING PLATINUM
44	EXISTING PALLADIUM
45	EXISTING RHODIUM
46	EXISTING IRIDIUM
47	EXISTING OSMIUM
48	EXISTING SELENIUM
49	EXISTING TELLURUM
50	EXISTING BISMUTH
51	EXISTING POLONIUM
52	EXISTING ASTATINE
53	EXISTING RADON
54	EXISTING FRANEK
55	EXISTING UNKOWN



NOT FOR CONSTRUCTION



**VALLEY PARK**  
 LEUG DIVISION OF PARKS & REC.  
 400 PARKWAY DRIVE, LEXINGTON, KY 40504  
 REVISED EXISTING CONDITIONS PLAN



NOTE:  
 ORIGINAL SURVEY PERFORMED IN 2017.  
 SURVEY UPDATED OCTOBER 25, 2022.



SHEET	1 OF 1
DATE	OCT. 25, 2022
SCALE	AS SHOWN
PROJECT	VALLEY PARK
DRAWN BY	...
CHECKED BY	...
DATE	...

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #64-2022

Date: January 5, 2022

Subject: Valley Park Building Renovation and Expansion

Address inquiries to:  
Sondra Stone  
sstone@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. RFP opening is postponed to Jan 12, 2023, 2:00 p.m.
2. Attachment B. Consultant Service Agreement, paragraph 6.4.2, Delete the first sentence, "The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement." The LFUCG is waiving the requirement for this project.

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



**ATTACHMENT B**  
**CONSULTANT SERVICES AGREEMENT**

---

**THIS IS AN AGREEMENT** made as of January 26, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Johnson Early 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, Bidding, and Construction Administration for the construction of the Valley Park Building Renovation & Expansion as contemplated in the **OWNER**'s Request for Proposal No. #64-2022. 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. #64-2022.

**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. 64-2022. (**Exhibit "A"**), and Consultant's Response dated January 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. 64-2022. (**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 9 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. 64-2022 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:

<b><u>Design Stage (Total Services Below)</u></b>	<b>\$ <u>69,000</u></b>
Schematic Design Phase: (percentage of total services)	\$ <u>20,700</u> <u>30</u> %
Design Development Phase: (percentage of total services)	\$ <u>13,800</u> <u>20</u> %
Construction Documents Phase: (percentage of total services)	\$ <u>20,700</u> <u>30</u> %
Bid Phase: (percentage of total services)	\$ <u>3,450</u> <u>5</u> %
<b><u>Construction Administration Stage</u></b>	<b>\$ <u>10,350</u></b>
(percentage of total services)	<u>15</u> %
<b><u>Total Architectural/ Engineering Services</u></b>	<b>\$ <u>69,000</u></b>

**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>150</u> \$/HR
<u>Project Architect</u>	<u>125</u> \$/HR
<u>Project Manager</u>	<u>100</u> \$/HR
<u>Project Associate</u>	<u>55</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. 64-2022 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:**



\_\_\_\_\_  
Brian Early, Owner

\_\_\_\_\_  
1/26/2023