

Police Roll Call West

RFP 27-2023 | LFUCG | 200 East Main Street | Lexington, KY 40507



TATE HILL JACOBS
architects

www.thjarch.com • 446 E. High Street • Suite 250 • Lexington, KY 40507 • 859 252 5994

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Tate Hill Jacobs Architects would like to express our interest in providing architectural and engineering design services to the Lexington-Fayette Urban County Government for the Police Roll Call West envelope improvements (RFP #27-2023). We are WBE-Certified, one of the first women-owned architectural firms in Kentucky, and a small business in operation for almost 50 years specializing in collaborative, owner-focused project delivery.

For your project, we are teaming with N3D, an MEP firm involved in the feasibility study for this building and currently teaming with us on a project for the KY Department of Justice at Blackburn Correctional Complex. We value collaboration and expert input from a select team of vendors (windows, hardware + metal panel systems), engineers (Poage + SDG), and consultants (3rd party estimating). As a local firm with a deep history of projects with LFUCG, we are familiar with LFUCG requirements and procedures and are very familiar with the building at Police Roll Call West.

In that regard, "I just want to say one word - Plastics. There's a great future in plastics" ...just not as an exterior building material. In the early 90s (when a Dozen Eggs cost 85 cents) polystyrene-based Exterior Insulation and Finishing Systems (EFIS) seemed to hold so much promise. Fast forward 30 years and a few lawsuits later, and EFIS has fallen out of favor as the surface is easily penetrable but not drainable, allowing moisture that gained access to the wall cavity to remain trapped inside the wall cavity.

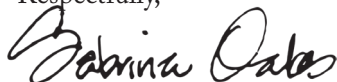
Tate Hill Jacobs follows advances in building envelope technology carefully, electing to design structures with hardy and energy efficient envelopes that provide clients with buildings that are robust, energy efficient and easy to maintain. One such structure is Frederick Douglass High School (FDHS), the most energy efficient high school in the United States (2017). This project was so successful for Fayette County Public Schools (FCPS) that the cost savings lead them to award our firm the construction of the new Tates Creek High School, expected soon to bump Frederick Douglass from national prominence for its energy efficiency.

Like your project, FDHS was designed to be solar ready. Site orientation, structure, roof design and slope and proposed locations for power conversion were carefully examined and woven into the base design of the school. When photovoltaic costs are within reach, FDHS will be ready.

At Tate Hill Jacobs, exceptional building performance, achieved through cost-effective approaches, is fundamental to each and every one of our designs. We pride ourselves on well-integrated building systems and efficient building envelopes so that money typically spent on energy consumption may be retained in your operating budget. As an example, we assisted Berea Independent Schools with building envelope improvements which, along with culture changes within the school, allowed them to enjoy a 21% decrease in utility costs the year following project completion, resulting in a savings of \$71k dollars. Similarly, Renovation work for Southside Elementary School, with an energy use reduction of nearly 25%, netted serious savings for the school district and the tax payers of Woodford County.

As a firm dedicated to client satisfaction and robust high-performance buildings, we would love the opportunity to bring our propensity for project success to the service of your project.

Respectfully,



Sabrina Oaks

Principal, AIA, NCARB, LEED AP

Tate Hill Jacobs Architects, Inc.

446 East Main Street - Suite 250 - Lexington, Ky 40507

PH: 859.252.5994

TATE HILL JACOBS

architects

446 E. High Street, Suite 250, Lexington, KY 40507

(This is the location where work will be performed.)



AIA

Distinguished Firm &
Honor Award Recipient

Key Management:

Sabrina Oaks, Principal; Katrina Littrell, Principal; and Margaret Jacobs, Principal Emeritus.

Overall, THJA employs three registered architects, two graduate interns, one architectural technician, and one office support staff.

Overview

Rich in History

Tate Hill Jacobs Architects, Inc. (THJA) is a full-service architectural design firm located in the heart of downtown Lexington, KY. We have completed projects in multiple states and numerous counties across the Commonwealth of Kentucky.

Over almost 50 years of continuous service, Tate Hill Jacobs Architects, a WBE Certified firm, has served clients with projects in educational, correctional, public, commercial, and residential sectors.

Dedicated to Design Excellence

Tate Hill Jacobs Architects places emphasis on the investment of good design with solutions that integrate building design with site-specific program requirements.

Although our designs are philosophically rooted in this century, we are also distinguished for design excellence in renovation of historic and adaptive reuse properties with major new 21st-century additions. This design philosophy allows us to understand the importance of context for new buildings, to integrate within a “community of buildings” while honoring the history and the future.

As a firm we have received awards for excellence in architectural and interior design, including the AIA Distinguished Firm Award, an AIA Honor Award and the Brick in Architecture Award.

Committed to Careful Contract Administration

Our core personnel includes three registered architects, two graduate interns and one architectural

technician, as well as support staff. We are committed to design excellence, thorough production of construction documents and careful administration of the construction contract.

One or more of the firm principals is associated with every project in order to enhance the skills and resources available to each client. Project management is supervised by one of the principals, a policy that has resulted in a history of completed projects free from arbitration or litigation.

Collaboration

We are strong facilitators of the collaborative process. We believe that providing opportunities for many voices to be involved gives greater assurance that the design work will be responsive to the presently understood program as well as to future evolutions. New design should be compatible with the existing context while inventively expressing new ideas and opportunities.

Community-Building

THJA characterizes our work as Community-Building. The integration of community and the built environment are at the core of our approach to architecture design. Sustainability of our natural resources, energy efficiency and positive environmental and social impacts on the user’s community inform our design work.

Focusing on Sustainability

The natural environment provides a superb model of systems integration showing sustainability at its



fullest. By looking at each project within its unique geographical context and working in collaboration with owner, end users, and full design team, the site and building can develop richly in response to natural elements and human requirements. Sustainability is not a separate consideration, but is core to design considerations and process.

Uniquely Challenging

We approach each project as a distinct challenge. It is intentional that as a firm we do not have a signature design style. Instead, we gather the myriad considerations for the individual project in order to identify and define the best design responses for that project, client, and site. Our clients work closely with us to discover the best opportunities and design options – program / spatial relationships, appropriate materials, building “teaching tools”, and the visual dynamics of expressing the building volumes themselves.

Lasting Partnerships

Tate Hill Jacobs Architects builds long-lasting relationships through our emphasis on collaboration, innovation, sustainability, and cost-effective and constructible design solutions. We believe our firm policy requiring that one or more principals is associated with each project contributes to the success of our strong, continuous relationships with all members of the project team, including the owner representative(s), design professionals, and contractors.

Tracking Client Satisfaction

We schedule end of Phase meetings to review progress during the project and Post Construction meetings to review the overall project successes and lessons learned. We review previous change orders to understand where we can improve our documents for future projects. We encourage open, on-going communication so our clients may voice concerns direct to the Principal-in-charge as we progress through their projects. We are interested in establishing long-term relationships with our clients, not just being present for their high-profile projects. Repeat clients over many years and numerous projects confirm that we are doing much right on their projects. Fayette County Public Schools has selected our firm for more than 35 projects over 27 years, the most of any design firm with which they have worked.

Training Program*

The crux of the quest for continual evaluation and improvement is the ability to expand knowledge and apply it effectively. At Tate Hill Jacobs, **Continuing Education** programs follow not only the typical in-house vendor lunch-and-learn format, but also encompass attendance at seminars ranging from structural design to building maintenance to the legislative process of architecture. Staff attendance is supported and encouraged via an employee reimbursement program and has resulted in a composite body of knowledge with staff sitting on a number of boards and participating in a variety of speaking engagements ranging from the American Society of Heating and Air Conditioning Engineers conferences to historic preservation.

Quality Control Program*

Refer to WORK PLAN description on page 18 for a summary.

* Full Training & Quality Control Programs available upon request.



Main Office
1204 Winchester Road
Lexington, KY 40515
Ph. 859-303-5708
www.n3dgroup.com

Somerset Office
3150 HW 2227
Somerset, KY 42503
Ph. 859-219-6369
KY Permit # 3799



Firm Description:

Founded in 2013, N3D Group is a consulting engineering design firm with headquarters in Lexington, KY. Our firm was created with experienced professionals offering disciplines in Electrical Engineering, Mechanical Engineering, Plumbing Design, and Fire Protection Engineering. Specific areas of experience include classroom buildings for collegiate and K-12 facilities, sports facility design, theatrical sound and dimming systems, data communications systems, video surveillance systems, fire alarm and electrical systems design. HVAC systems for buildings include geothermal, VRF, variable primary flow and heat recovery chillers, boilers, hybrid energy efficient systems. Fire Protection Engineering offers code review life safety evaluations, fire suppression systems including wet, dry, fire pump and water storage. We have licenses in multiple states – KY, WV, OH, TN, SC, NC, AL, NV, PA, IN. N3D currently has three licensed mechanical engineers and two licensed electrical engineers.

In 2022 N3D Group opened an office in Somerset, KY that is staffed by full time electrical and mechanical engineers.

John A. Newman, P.E., Founder – jnewman@n3dgroup.com, cell 859.806.7070, PE # 16925 KY

John A. Newman is responsible for managing the firm's operations and has 34 years' experience designing electrical and mechanical systems. John will be the Engineering point of contact for this project. He will perform electrical and fire alarm engineering on this project.

Megan Nieman, P.E., Member– mnieman@n3dgroup.com, cell 859.338.4722, PE # 25351 KY

Megan Nieman is Chief Mechanical Engineer for the firm. Megan designs HVAC systems consisting of geothermal, central boiler/chiller plant, VRF, energy recover systems. Megan also serves as Project Manager for MEP projects both as prime and sub consultant to Architects.

David Daukas, Principal – ddaukas@n3dgroup.com, cell 859.948.3395

David Daukas is an electrical designer with an emphasis on lighting design. David performed sports lighting, site lighting, and models interior lighting layouts using custom modeling of actual fixtures being specified. David serves at lead project manager for many electrical renovation projects. David will design all exterior lighting on this project.

Aaron Hall, P.E., Electrical, Director of Somerset KY Office – ahall@n3dgroup.com, cell 859.291.6369

Aaron Hall is electrical engineer and engineer of responsible charge for the Somerset KY Office. Aaron designs power distribution systems, AV and data systems, and fire alarm systems. Aaron also serves as project manager for design build and design bid projects.

Project Team



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Sabrina Oaks, AIA, NCARB, LEED AP
Principal-in-Charge, Project Manager

EDUCATION

University of Kentucky
B.A. in Architecture, 1999

PROFESSIONAL REGISTRATIONS

- Architecture – KY #6228, NC #13905
- NCARB [National Council of Architectural Registration Boards]
- LEED AP [Leadership in Energy & Environmental Design Accredited Professional]

PROFESSIONAL EXPERIENCE

- **THJA**
Lexington, KY
Principal
2016-Current
Architect / Project Manager
2013-2015
- **Gray Construction**
Lexington, KY
Design Manager / Project Architect
2008-2013
Asst. Design Manager/ Associate Architect
2003-2008
- **Mason Hanger Group**
Lexington, KY
2001-2003

PROFESSIONAL AFFILIATION

- AIA [American Institute of Architects]
- USGBC [US Green Building Council]

A native of Jackson, Kentucky, Sabrina received her professional degree in Architecture from the University of Kentucky in 1999. Sabrina joined THJA in 2013, becoming Principal in January of 2016. Prior to this, Sabrina distinguished herself as a valuable design manager and project architect at Gray in Lexington, KY.

During her tenure at Gray, Ms. Oaks worked on a variety of industrial and manufacturing projects in various locations across the continental United States. These projects often involved unique design and building code requirements related to complex owner programming, process analysis, and equipment requirements.

Since joining THJA ten years ago, Sabrina’s breadth of experience has only grown. She has worked on a wide range of projects at Tate Hill Jacobs, from feasibility studies for the University of Kentucky to renovation projects for Big Ass Solutions to both renovation and new construction projects for Fayette County Public Schools (Jessie Clark Middle School, Frederick Douglass High School, and Tates Creek High School) and Breathitt County Schools (Sebastian Elementary and their New Elementary School).

These varied projects and the design-build experience have molded Sabrina into a design professional who is an excellent communicator, as comfortable leading a conversation with a client as she is working with a contractor in the field. She takes a hands-on approach throughout all phases of design, believing this is the secret ingredient to the recipe for success that has become a trademark of Tate Hill Jacobs Architects.

RELATED EXPERIENCE:

- Tates Creek High School | Fayette County Public Schools | Lexington, KY
- Jessie Clark Middle School | Fayette County Public Schools | Lexington, KY
- Berea HVAC + Addition | Berea Independent Schools | Berea, KY
- Fairce O. Woods Coliseum | Breathitt County Schools | Jackson, KY

John A. Newman, P.E., F.P.E., Founder

Role for this project – Mechanical Engineer



John A. Newman, P.E., founder of the company and serves as project manager and design engineer on projects. John is licensed in Electrical and Mechanical Engineering and was the first Professional Fire Protection Engineer in the state of Kentucky.

Many of John’s clients include State of Kentucky agencies consisting of; KCTCS, Workforce Development, Military Affairs, Department of Parks, Secretary of State, and many state universities. Mr. Newman has served on teams for United States Corps of Engineers, GSA, National Guard, United States Department of Corrections, Air Force, and was a team member of the Air Force Academy’s General Plan Team. Mr. Newman’s combined military, fire protection, and DECA design experience makes him an ideal Engineering Project Manager for this project. In the past 36 years Mr. Newman has designed over 500 projects.

Education:

Bachelor of Science in Electrical Engineering – University of Kentucky
Value Engineering Training

Registrations:

P.E. Electrical, Mechanical, Fire Protection – KY #16925
P.E. Licenses – SC, OH, TN, NV, PA, WV

Professional Affiliations:

ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) Past Chapter President 2002-2003
NSPE (National Society of Professional Engineers)
NFPA (National Fire Protection Association)
SFPE (Society of Fire Protection Engineers)

Relative Project Experience:

Big Sandy CTC Advanced Technology Center

Mr. Newman served as electrical engineer for this building whose primary purpose is to train personnel on fiber optic technologies. This was the first fiber to desk building constructed in the eastern United States and is located in downtown Pikeville, KY.

Ashland Community & Technical College – Main Campus

MEP Project Manager – Designed major renovation / replacement of existing HVAC System, Lighting, Technology Systems and Fire Protection. This 125,000 Square foot facility contains teaching classrooms, college administration, bookstore, restaurant area, and college presidential suite, financial services, nursing programs, science labs and testing labs. Project had phased construction over 18 months.

Logan County Area Technology Center, Russellville KY

John designed electrical systems that included CNC and machine tool training facilities. Nursing center with operational nurse call and headboard systems. Project includes enhanced video and sound systems for large flexible auditorium that includes monitors on walls including a video wall.

Emergency Operations Center, Frankfort, KY

Designed electrical and HVAC system replacement for this phased construction project. One floor at a time was renovated with new HVAC, ceilings, lighting, data, and fire alarm systems.

David D. Daukas *Principal*

Project Assignment – Lighting Design, Electrical Design



David is a Principal for N3D Group and serves as electrical and lighting designer. He specializes in lighting systems for building systems sports, theatrical and dimming lighting systems. David also plays an instrumental role for providing lighting coordination with interior designers and visualization artists by providing the benefits of photometric and rendering software to achieve efficient lighting levels.

David has designed also numerous fire alarm systems, power distribution systems, security systems, access control, communication wiring systems to provide a detailed facility electrical system.

David is also efficient with facility planning and facility system lifecycle costs and evaluations.

David’s work for a cutting-edge lighting project can be viewed via U Tube <https://youtu.be/tNbEWCQpE2w>

Education:

AS, Architectural Technology – University of Kentucky

Continuing Education:

AutoCAD / Revit

Dimming and Lighting Control Systems

Sports Lighting

Architectural and Theatrical Lighting Systems

Professional Affiliations:

Illuminating Engineering Society (IES)

Relative Project Experience:

Ashland Community & Technical College – Main Campus

Designed lighting and electrical systems for this large renovation of existing multiuse building. David photometrically calculates every lighting application and works closely with interior designers to arrive at a custom lighting layout for every space. We were teamed with Alt 32 for this project.

Magoffin County CTE

Designed custom lighting layouts for this building that has exposed high bay lighting in shop spaces. Existing campus lighting has to be redesigned for this addition that included lighting of exterior egress pathways and teaching areas.

Sports Field Lighting Projects

- Pulaski County High School Football and Baseball Fields
- Somerset High School Soccer Field
- Robertson County Baseball Field and Softball Fields
- Bremen Baseball and Softball Fields
- Lexington Catholic Athletic Facilities

Theatrical Lighting Projects

- The Virginia Professional Venue Theatre – Somerset KY
- Goodnight Auditorium. Franklin KY

Recent Experience

Tates Creek High School

THJA | FAYETTE COUNTY PUBLIC SCHOOLS | LEXINGTON, KY



The new Tate Hill Jacobs Architects building of approximately 350,000 SF showcases the small learning communities of the school's career academies along with incorporating community-based programs.

The school models sustainability and energy efficiency with natural daylighting, all LED lighting, geo-thermal HVAC and ICF building envelope. The siting of the building presented the opportunity for overall campus improvements to benefit the high, middle, and elementary schools.

All indications point to this school surpassing the energy targets achieved by our prior project with FCPS, Frederick Douglass High School, which in 2017 was the most energy efficient high school in the United States.

Construction Cost: \$73.0 million

Status: Complete [2022]

Owner's Representative:

Melinda Joseph-Dezarn, District Architect
Fayette County Public Schools
120 Walton Avenue, Lexington, KY 40508
t 859 381 3829

Sub-Consultants:

CMTA, Poage, & CARMAN

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Berea Independent HVAC + Addition

THJA | BEREA INDEPENDENT SCHOOLS | BEREA, KY



Tate Hill Jacobs Architects has worked with Berea Independent Schools for over two decades. This project involved work at the elementary, middle, and high schools.

At the elementary school, the HVAC system was replaced with a new chiller/boiler and new make-up air system. The old rooftop HVAC equipment was demolished and the roof repaired.

The new system required that existing ceilings in a portion of the rooms be removed and reinstalled or replaced. Thermal and acoustical controls with new lighting and sprinkler renovations were installed in classrooms with extremely tall ceilings.

At the middle/high school, an infill of existing area between the middle and high school building now provides three standard classrooms as well as one Tech Ed classroom with related circulation.

Construction Cost: \$3.1 million

Status: Complete [2017]

Owner's Representative:

Dr. Diane Hatchett, Superintendent
Berea Community Schools
3 Pirate Parkway, Berea, KY 40403
t 859 986 8446

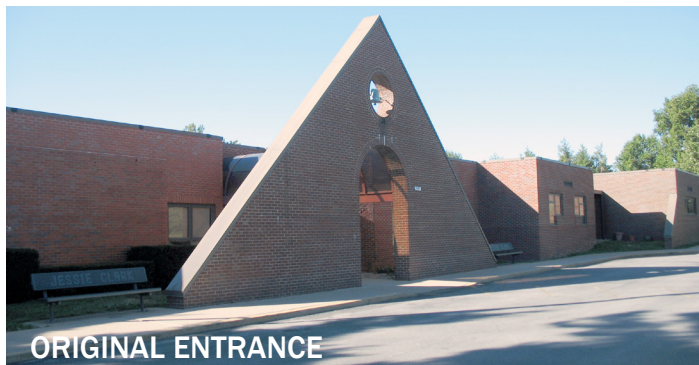
Sub-Consultants:

Shrout Tate Wilson, Poage, & CARMAN

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Jessie Clark Middle School

THJA | FAYETTE COUNTY PUBLIC SCHOOLS | LEXINGTON, KENTUCKY



Construction Cost: \$18.6 million

Status: Complete [2015]

Owner's Representative:

Melinda Joseph-Dezarn, District Architect

Fayette County Public Schools

120 Walton Avenue

Lexington, KY 40508

t 859 381 3829

Sub-Consultants:

CMTA, Poage, & CARMAN

This upgrade of the aging Jessie Clark Middle School completely renovated the facility to serve Fayette County students. Approximately 30,000 sf of new construction was added to the existing 97,000 sf school. The addition included a 21st century administration suite as well as band, chorus and art room areas.

The very nature of the design approach with its extensive phasing incorporated HVAC, power upgrades, and service entrance strategies to allow the extensive infrastructure upgrades to occur in a sequenced manner while not disrupting the ongoing classroom work. The same was true for telecommunications systems as well as the essential building-wide communications systems such that safety and education were not compromised.

The existing school had interior classrooms with no views or daylight. The remodeled section of the building now takes advantage of the sun and views by utilizing new clerestories in the interior classroom areas.

The building was originally served by a gas-fired two-pipe boiler, air cooled chiller system. With some strategic phas-

ing and consolidating, the team was able to recapture almost 800 square feet of mechanical space that is now being used as teacher support space.

Each classroom is heated and cooled by a ceiling mounted Variable Refrigerant Flow cassette allowing individual temperature control in each space. The bottom of the roof structure is at 9'-2" so the low profile units are uniquely designed to fit in this limited space. Multiple indoor units are served by a single condensing unit that allows simultaneous heating and cooling for classrooms. Having multiple indoor units on a single outdoor unit allows a complete system to be installed to suit the intricate phasing required to keep the school in session during the renovation.

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Fairce O. Woods Coliseum

BREATHITT COUNTY SCHOOLS | JACKSON, KY



On Sunday, May 3, 2020 a fire broke out at the rear of the Fairce O. Woods Coliseum in Jackson, Kentucky. Superintendent Watts helped fire fighters gain access to the building and reported seeing flames spreading quickly around the lower interior edge of the dome. Fortunately, the fire was extinguished quickly, but the water used to stop the spread also caused extensive damage.

Tate Hill Jacobs was hired to conduct an investigation into the extent of the damage to the Coliseum. Working with structural and mechanical engineers, the building was assessed and a Building Emergency Observation Report prepared outlining the required scope of work for the restoration of the facility. Construction Documents for the repairs and a budget of estimated costs assisted with the resolution of the settlement as well as the negotiation of the scope of work with the contractor.

The building, built in the late 1960s, is a free-span wood truss structure with structural wood tongue and groove roof deck. The structure is well loved by the community not only for its architectural beauty, but also the generations of

Construction Cost: \$1.8 million
Status: Complete [2021]
Owner's Representative: Phillip Watts, Superintendent Breathitt County Schools 420 Court Street, P.O. Box 750 Jackson, KY 41339 t 606 666 2491
Sub-Consultants: Shrout Tate Wilson, Poage, & CARMAN

students who have studied, attended social or athletic functions, or graduated under its majestic dome.

THJA continues our work at Breathitt Coliseum with additional projects upgrading HVAC systems, replacing the exterior windows, and providing emergency repair services for the balcony.

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Manufacturing Plant & Sales Facility

THJA | CONSULTANT TO GRAY CONSTRUCTION FOR PRIVATE CLIENT | HIGH POINT, NC



Budget: Undisclosed

Status: Complete [2020]

Owner's Representative:

Chris Crovo, Gray Construction
10 Quality Street | Lexington, KY 40507
t 859 244 9836

Recently completed for a private client in North Carolina is a 86,000 sf facility dedicated to the design, sales and manufacturing of specialized equipment to serve manufacturing clients. Clients are invited to the facility to express their needs for process equipment while process engineers design and manufacture a small prototype while the client is on site.

A large exhibition area show case the latest in stamping, laser cutting and CNC equipment so that the client can watch while his prototype is being produced. Systems such as compressed air, laser cutting, welding, and stamping allow the fabrication of proto-



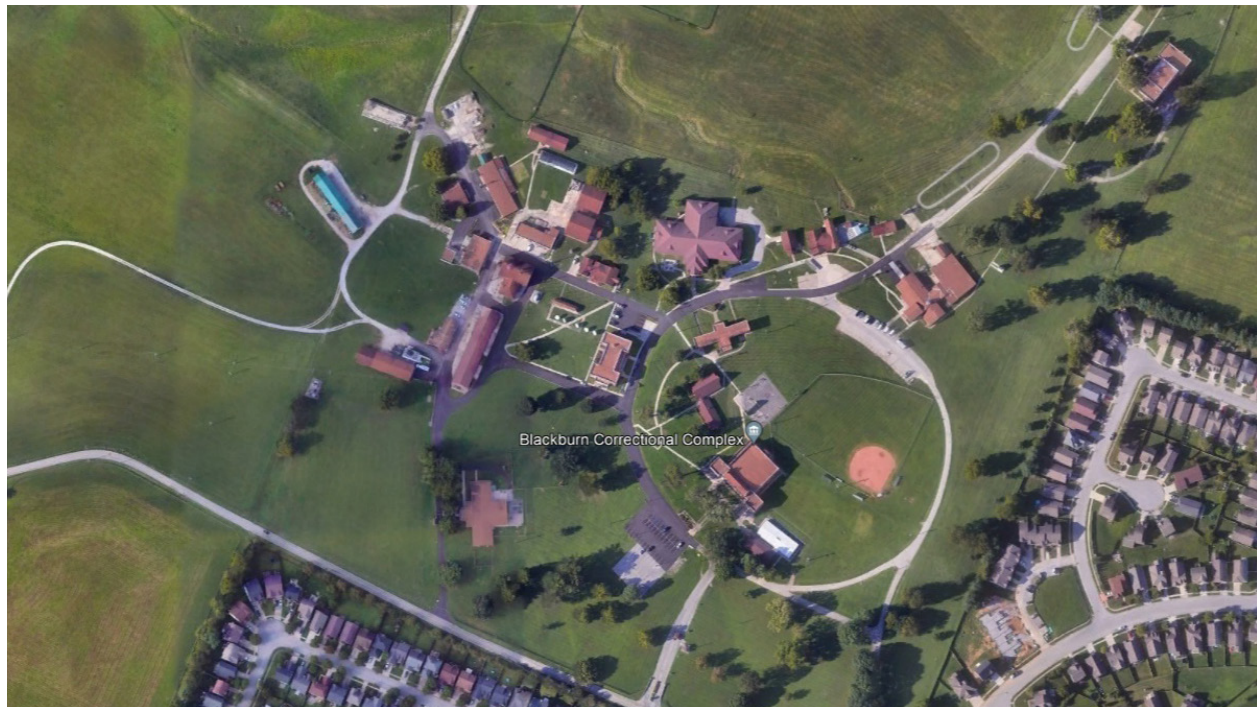
types. Areas dedicated to computer drafting, 3-printing and model production aid in the materialization of the proposed prototype.

This facility boasts a 2-story office area dedicated to catering to prospective clients and features a 2-story atrium, sunken lobby, 2-story interior water wall and reflecting pond, monumental stair, Japanese-influenced precision of detailing, luxurious materials including granite, marble, and wood veneers, an on-site kitchen, auditorium, and several themed meeting and dining areas.

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Blackburn Correctional Facility Gym

THJA | COMMONWEALTH OF KENTUCKY | DEPARTMENT OF CORRECTIONS | LEXINGTON, KY



THJA is teamed with N3D for work on this proposed 6,420 sf pre-engineered metal building currently in the design stages for the Kentucky Department of Corrections.

The building will be fully conditioned and sprinkled and will feature a half-court basketball court and ceiling hung goal. The remainder of the facility will feature library space, an arts and crafts room, a music and game room, exercise and billiard area, and a barbershop to serve inmates.

Est. Construction Cost: \$1.4 million

Status: Phase B

Owner's Representative:

Greg Schenck, Project Manager
Kentucky Finance & Admin. Cabinet
Division of Engineering
403 Wapping Street, Frankfort, KY 40601
t 502 234 0519
e greg.schenck@ky.gov

Sub-Consultants:

N3D, Yeiser Structural, and LJB Civil

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Police West Roll Call – Cooling Tower Replacement and HVAC Evaluation

Owner: LFUCG

Contacts: Jamshid Baradaran, Director of Facilities and Fleet Management

Phone: 859.258.3905

Email: jbaradaran.lexingky.gov

Building Area: 17,000 SF

Construction Cost: \$ 155,000.00

Project Status: Ready for Bid

Project Description:

Project includes the replacement of an existing evaporative cooler for the HVAC system. N3D Group also provided an HVAC evaluation report in 2021 and design for exterior lighting and MAU replacement.



Engineering Highlights:

Cooling Tower Replacement:

Design was for the replacement of an existing cooling tower for HVAC system. Existing electrical and building pumping systems were evaluated to make sure all components were properly sized. Design also included the upgrade of tower materials and replaced tradition chemical treatment with non-chemical treatment system.

HVAC Evaluation Report:

IN 2021 N3D Group performed a review of the existing building's HVAC system to create a priority of repairs needed to the system. The report recommended replacement of all heat pumps, add/delete in some areas, and add complete controls to the building. This building has been experiencing problematic HVAC for many years.

Roof and Building Exterior Renovation:

In 2021 N3D Group teamed with LFUCG in the design of new exterior envelope. N3D Group designed exterior lighting systems and roof drain system for this building. Additionally N3D Group was planning on replacing the existing 100% makeup air unit so it would have energy recovery wheel for energy savings. This project was not completed.

Emergency Operations Center HVAC

Boone Center – Frankfort, KY

Owner: Kentucky Finance Cabinet - DECA

User Agency: Military Affairs

Contacts: David Marshall

Phone: 502.782.0311

Email: david.marshall@ky.gov

Building Area: 20,000 SF

Construction Cost: \$ 1,400,000

Project Status: Completed 2020



Project Description:

Replacement of existing ductwork and reheat boxes serving two 10,000 SF stories area with new system, lighting, ceilings. Facility is listed on National Historical Register and houses Kentucky's Adjutant General and staff for the Kentucky National Guard.

Engineering Highlights:

Project Approach:

Project was completed in two phases. The occupants on the upper floor were moved out completely and all ceilings and HVAC systems will be replaced, commissioned, and set into operation. Then the occupants returned to the upper floor allowing the lower floor to be renovated in the same manner. All existing ceilings were replaced with new dimension grid ceilings. During the course of construction many room finishes and walls were upgraded.

HVAC:

Each floor is served by an individual constant speed air handler. Each air handler was renovated with the addition of air blenders, access doors, and controls. Existing fans were converted to variable air volume (VAV) operation. Fans motors were modified to meet new static pressures of the new VAV system. Existing spaces were served by constant volume reheat boxes that were replaced by 77 new VAV boxes with hot water reheat. All existing hot water piping was replaced and new variable speed-controlled pumping is included in this project.

Electrical:

All lighting in building was replaced with new LED lightings and automatic lighting controls. The existing data communication system was replaced with all new MDF and IDF rooms creating an entire new data infrastructure.



Renovate Main Building

ACTC Main Campus – Ashland, KY

Owner: Kentucky Finance Cabinet - DECA

User Agency: KCTCS

Contact: David Boggess

Phone: 502.782.0313

Email: david.boggess@ky.gov

Building Area: 149,400 s.f.

Construction Cost: \$9.5 Million

Project Status: Completed 2018

Project Description:

Major renovation/replacement of existing HVAC System, Lighting, Technology Systems and Fire Protection. Facility contains teaching classrooms, college administration, bookstore, restaurant area, college presidential suite, financial services, nursing programs, science labs and testing labs.



Engineering Highlights:

Electrical / Systems:

All new data systems and equipment was installed throughout the entire building. One MDF room serving five IDF rooms were created with standalone air conditioning systems. 50% of all IT systems are served by a new 250 KW natural gas generator that will also serve elevators and perimeter heating pumps and boilers.

HVAC:

75% of this building was served by electrical reheat VAV boxes and electrical resistance perimeter heating. Converting the electrical based heating to natural gas hot water will save the Owner an estimated \$ 100,000 per year in utility bills. Project includes a phased replacement of five air handlers that serve multiple floors with new air handlers and all new HVAC ductwork, VAV boxes and Controls. The existing penthouse serving two of the air handlers will have the roof removed for new air handler installation. The new roof will be four feet higher to accommodate the new equipment. The Central HVAC plant pumps will be replaced. The existing chiller and water tower will remain and be integrated into the new control system.

UPDATE – Project is saving over \$ 100,000 per month in electric bills.

Fire Suppression:

This project will complete a fire suppression project that started 19 years ago by the same Engineer. A new fire pump and new sprinkler system for four floors will be provided to complete the building for a 100% coverage sprinkler system.

Conflict of Interest Statement

Tate Hill Jacobs Architects, Inc. has no conflicts of interest, personal or professional, in providing Design Services for the Lexington Police Roll Call West.

Approach to Project

Tate Hill Jacobs approaches design projects with a focus and tenacity suitable to the task at hand. Our firm is set apart from the others by our level of collaboration and ability to document issues and communicate clearly and concisely to the team. This allows for an environment of trust and encourages input of ideas, analysis and solutions.

A building project can be stressful and is a lot of work. We want to provide the team (owner, contractor and consultants) the environment and tools required for success. Our firms' biggest proponents are contractors, who know that not only do we provide sound design and thorough construction documents, but we are the firm that will expertly manage the process. Like an iceberg, the most dangerous aspect of a design project isn't the design, but the complexity below the surface.

Ability to Meet Deadlines

We take deadlines seriously. Project schedules set the structure for project success. They allow both owner and design team the framework by which to evaluate expectations, confirm performance, and ensure the project is on track.

As shown in the attendant Current Workload Graphic, Tate Hill Jacobs has ample capacity to dedicate firm resources to the success of this project. The schedule proposed in the RFP fits well with our firm's current workload.

CURRENT WORKLOAD

† Ms. Oaks is Project Manager on project.

	Schematic Design KYTC Clay County District Office Boone National Guard G1 Interior Renov. Breathitt Highland Turner HVAC† Breathitt Bus Garage† St. Mary at Brannon House†
	Design Development Thacker-Grigsby Warehouse
	Construction Documents Blackburn Correctional Gym †
	Bidding & Negotiations None
	Contract Administration Breathitt New Elementary School [06/23] † Berea Training Building [05/23] † Breathitt Coliseum Balcony [05/23] † Danville Armory Interior Restoration [06/23] Schwendeman Building Re-roof [09/23]

Work Plan

Design Schedule	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER					
	5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
Schematic Design - 30 days					7.11					8.8																
Kick-Off meeting + Site Investigation						7.11																				
Schematic Design																										
Design Coordination Mtg																										
Owner Review Meeting																										
Incorporate comments																										
Submit Draft of Schematic Documents																										
Owner Review Meeting (virtual?)																										
Submit Schematic Design Documents										8.8																
Owner Review and Comment											8.15															
Final Schematic Documents												8.22														
Design Development - 28 days										8.22				9.19												
Consultant design kickoff																										
System Review Mtg																										
Prelim Cost Opinion																										
Draft submission of DD Documents																										
Owner Review Mtg																										
Incorporate comments																										
Submit DD Documents																		9.19								
Owner Review and Comment																										
Final Documents																						10.3				
Construction Documents - 28 days																		10.3				10.31				
Design team kickoff mtg																										
Coordination period																										
Design Coordination Mtg																										
Submittal for Plan Review																										
Final Design Work																										
Submitt CD Documents																										
Owner Review and Comment																										
Final Bid Document Submittal																							11.7			
																								11.14		

THJA has several software programs to create spreadsheets, charts, and schedules appropriate to a specific project based on scope of work, size of design team, length of schedule, specific goals to be met, agency/client guidelines, and other identified issues that can be tracked for project communications and accountability.

Explanation of Communication/Documentation and Collaboration Plan. Communication is critical to the success of any project. THJA believes the power of collective group thinking is exponentially greater than that of the individual and that communication is the key to tapping into this power. As a design team, we excel in communication facilitation through a multi-faceted approach that encompasses accurate and timely distribution of meeting minutes and a flat, non-hierarchical approach to communications, all combined with fastidious record keeping. We employ a variety of logs, checklists, and Actions Items lists that chart submittals, decisions, and outstanding tasks, assigning responsibility to individuals and fostering accountability.

Explanation of Approach That Will Be Used to Assure Quality & Well-Coordinated Documents Between All Disciplines. It has been said that the road to hell is paved with good intentions. Quality, and subsequently exposure for change orders, cannot be sacrificed in service of the well-meaning. Tate Hill Jacobs currently is collaborating with N3D on the Blackburn Correctional Gym. Team members are within close proximity, fostering and ease of collaboration and problem solving while weekly design meetings allow for fast resolution of pending issues. Full team drawing reviews are performed in anticipation of project milestone dates, with drawing review comments tracked to ensure incorporation.

Explanation of Team Quality Control Program from Design Through Construction Administration: Quality Management. At Tate Hill Jacobs Architects, this program is a two-part system designed to foster the continual evaluation of office standards and procedures. Consisting of the 1-2 punch of Continual Eval-

uation + Continuing Education, this method allows for rational and systematic analysis of opportunities for improvement and standards control, allowing the firm to respond to owner needs in an efficient and effective manner.

Sabrina Oaks, principal and registered architect with 24 years of experience, serves as our project Quality Control Coordinator. She assembles each project team, taking care to ensure that each team is suited to each project; and in the process, chooses a team whose member strengths represent the best fit to satisfy the unique needs of our clients. In her role as Quality Control Coordinator, she orients the in-house design team to the needs of the project as well as oversees cross-coordination and communication between the design professions and owner's consultants. She reviews all aspects of each project, eliminating the commonality of documents prepared by less experienced employees* and providing the highest level of project coordination.

To maintain budget and eradicate schedule delays, the Quality Control Coordinator plays a crucial role in engendering communication and understanding between all parties, during design as well as construction administration, insuring that all project issues are dealt with in a clear, concise, and timely manner.

Explanation of Team Quality Control Program from Design Through Construction Administration: Document Quality Audit Program. Beginning with peer review by management and staff whereby project documents are cross checked for compliance, coordination, and completeness, the results from these audits are then compiled in a checklist distributed to project team members for integration into the documents, the resolution of which is then reviewed with the project Quality Control Coordinator. Results from these audits are tabulated and categorized, providing a quantifiable measure by which the continual improvement of the project documents, and the firm as a whole, is achieved. These audits serve not only to highlight areas for improvement, but are used to guide the development of programs to further educate staff on changing industry standards and practices.

One such program is the 'Good Catch' program whereby team members are encouraged to document opportunities for improvement, both in the office as well as on the job site. Information is maintained in an online database available to all, discussed at each Monday morning staff meeting, and re-reviewed at 'First-Friday' gatherings whereby 'Good Catch of the Month' honors are awarded, rewarding staff for their participation in the quest for continual improvement as well as sharpening their eye for issues of concern. Recurring issues become part of 'Lessons Learned', a living document intended to highlight ongoing items of concern with topics ranging from technical drawing issues to construction administration concerns such as job site maintenance of compliance reports.

**All interns work under direct supervision of a principal, including review of all documents prior to being issued to client.*



References

Berea Independent Schools

Most Recent Completed Project: HVAC Replacement

Current Project: New Training Building

Dr. Diane Hatchett, Superintendent

3 Pirate Parkway

Berea, KY 40403

t 859 986 8446

e diane.hatchett@bera.kyschools.us



Breathitt County Schools

Most Recent Completed Project: Sebastian Elementary Re-Roof

Current Projects: New Elementary School, Coliseum Balcony + HVAC, Highland Turner HVAC, and Bus Garage

Phillip Watts, Superintendent

420 Court Street, P.O. Box 750

Jackson, KY 41339

t 606 266 2491

e phillip.watts@breathitt.kyschools.us



Commonwealth of Kentucky

Current Project: Blackburn Correctional Gym

Greg Schenck, Project Manager

Kentucky Finance & Admin. Cabinet

Division of Engineering

403 Wapping Street, Frankfort, KY 40601

t 502 234 0519

e greg.schenck@ky.gov

Fayette County Public Schools

Most Recent Completed Project: Tates Creek High School

Melinda Joseph-Dezarn, District Architect

120 Walton Street

Lexington, KY 40502

t 859 381 3824

e melinda.josephdezarn@fayette.kyschools.us



Gray Construction

Most Recent Completed Project: Undisclosed Corporate Client

Chris Crovo

10 Quality Street

Lexington, KY 40507

t 859 244 9836

e ccrovo@grayae.com

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for the West Roll Call Building Envelope and HVAC Improvements
Request for Proposal # 27-2023
Form of Proposal

Consultant: Tate Hill Jacobs Architects, Inc.

Address: 446 E. High Street, Suite 250, Lexington, KY 40507

1. General:

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

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 the 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. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
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 the LFUCG with services as noted in these specifications.

<u>Design Stage (Total Services Below)*</u>	\$ 230,400
Schematic Design Phase: (percentage of total services)	\$ 43,200 15 %
Design Development Phase: (percentage of total services)	\$ 57,600 20 %
Construction Documents Phase: (percentage of total services)	\$ 115,200 40 %
Bid Phase: (percentage of total services)	\$ 14,400 5 %
 <u>Construction Administration Stage</u>	 \$ 57,600
(percentage of total services)	20 %
 <u>Total Architectural/ Engineering Services</u>	 \$ 288,000

*** See attached Lump Sum Pricing/Budget Detail**

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

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>125</u> \$/HR
<u>Architect</u>	<u>100</u> \$/HR
<u>Sr. Project Manager</u>	<u>75</u> \$/HR
<u>Graduate Architect</u>	<u>60</u> \$/HR
<u>CAD Technician</u>	<u>60</u> \$/HR
<u>_____</u>	<u>_____</u> \$/HR
<u>_____</u>	<u>_____</u> \$/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 reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.



Sabrina Oaks

Sabrina Oaks

Signature

Name

Principal

05/26/2023

Title

Date

Lump Sum Pricing/Budget

Without a program meeting with the owner and a fixed budget, the design fee listed below is approximate. We are providing tentative cost approximations and a fee breakout as follows based on a hypothetical appraisal of what we understand about the facility in addition to current market cost data. We reserve the right to revise our fee once a final budget is approved, using **15%** of the construction costs as the basis for the design.

Construction Costs

Website listed appropriation (21-22 budget)	= \$935,000
60% inflation costs	= \$467,500
	= \$1,496,000 +/-

We believe this may cover the building envelope (utilizing the single ply roof option), and may roughly correspond to a 60% increase over the preliminary budget numbers provided in the feasibility study dated 2018 (3% inflation per year pre-pandemic + 50% post pandemic for material shortages and inflation).

We believe that another \$850,000 would be needed for the HVAC components, pushing the project total to \$2.4 mil. +/-

If construction costs are assumed to be 20% of the total project, then costs may look like:

\$2.4 x 20% soft costs	= \$480,000.00 soft cost
\$2,400,000 - \$480,000	= \$1,920,000 construction cost
\$1,920,000 construction cost x 15% design fee	= \$288,000.

Assuming the hypothetical \$288,000, the fee schedule would look like:

Schematic Design (15%)	= \$43,200
Design Development (20%)	= \$57,600
Construction Doc Phase (40%)	= \$115,200
Bid Phase (5%)	= \$14,400
Contract Administration (20%)	= <u>\$57,600</u>
	\$288,000

* This excludes any additional scope resulting from structural or MEP analysis, or outside specialty consultants, and is based on possible cost information listed above. We reserve the right to raise or lower the fee accordingly based on any increases in scope and will utilize the 15% x construction costs as an objective method for fee evaluation, utilizing the contractor-provided Schedule of Values to determine the fees as well as the allocation of fee amongst the team members.

AFFIDAVIT

Comes the Affiant, Tate Hill Jacobs Architects, Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Sabrina Oaks and he/she is the individual submitting the proposal or is the authorized representative of Tate Hill Jacobs Architects, Inc., 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.

Sabrina Oaks

STATE OF Kentucky

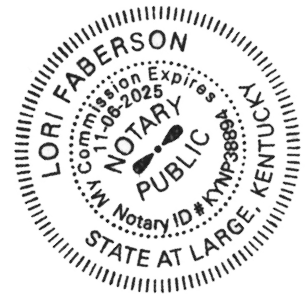
COUNTY OF Fayette

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

by Sabrina Oaks on this the 26th day
of May, 2023.

My Commission expires: 11/06/2025

Lori Faberson
NOTARY PUBLIC, STATE AT LARGE



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

05/26/2023

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2023

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 E-MAIL ADDRESS: Keeley@msmltdins.com FAX (A/C, No): (859) 225-8351	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Motorist Insurance	NAIC # 13331
		INSURER B: Brickstreet Mutual Insurance Comapny	12375
		INSURER C: CNA Insurance Companies	20443
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Tate-Hill-Jacobs Architects Inc 446 East High Street Suite 250 Lexington KY 40507-1584			

COVERAGES**CERTIFICATE NUMBER:** CL2292702893**REVISION NUMBER:**

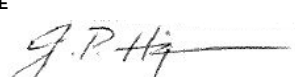
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5000135919	09/29/2022	09/29/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5000135919	09/29/2022	09/29/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5000136063	09/29/2022	09/29/2023	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1032859	09/29/2022	09/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			AEH004313946	09/29/2022	09/29/2023	Aggregate	2,000,000
							Occurence	1,000,000
							Deductible	10,000

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

LFUCG Police Roll Call West

CERTIFICATE HOLDER**CANCELLATION**

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Tate Hill Jacobs Architects, Inc.

Complete Address: 446 E. High Street, Suite 250 Lexington 40507
Street City Zip

Contact Name: Sabrina Oaks Title: Principal

Telephone Number: (859) 252-5994 Fax Number: (859) 253-1607

Email address: sabrina@thjarch.com

AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Tate Hill Jacobs Architects, Inc.

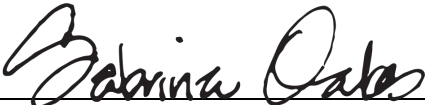
It is the policy and practice of Tate Hill Jacobs Architects, Inc. to assure that no person will be discriminated against or be denied the benefit of any activity, program, or employment process in the areas of recruitment, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay, and/or other compensation.

Tate Hill Jacobs Architects is an Affirmative Action / Equal Employment Opportunity employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity, mental retardation, learning disability, present or past history of mental disorder, or physical disability including, but not limited to, blindness unless it is shown that such disability prevents performance of the work involved.

This policy and practice applies to all persons, particularly those who are members of protected classes. Tate Hill Jacobs Architects will implement, monitor, and enforce this Affirmative Action Policy Statement and Program in conjunction with all applicable federal and state laws, regulations, and executive orders.

Managers and supervisory staff will be advised of their responsibilities to ensure the success of this program. Each manager, supervisor, and employee of Tate Hill Jacobs Architects is expected to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Ultimate responsibility for this Affirmative Action Program will be with the Firm Principals. The day-to-day duties for the plan will be coordinated by the Office Manager who is hereby designated the Affirmative Action / Equal Employment Opportunity Officer for Tate Hill Jacobs Architects.



Firm Principal

5/26/2023
Date

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

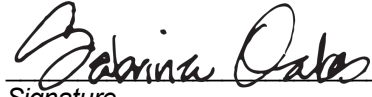
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature

Tate Hill Jacobs Architects, Inc.

Name of Business

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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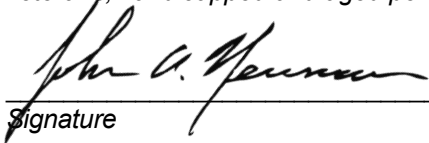
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Bidders

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

N3D Group

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Tate Hill Jacobs Architects, Inc.

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	5	1	4														1	4
Superintendents																		
Supervisors																		
Foremen																		
Technicians	1	1															1	
Protective																		
Para-																		
Office/Clerical	1		1															
Skilled Craft																		1
Service/Maintena																		
Total:	7	2	5														2	5

Prepared by: Lori Faberson Date: 05 / 26 / 2023

(Name and Title)

Revised 2015-Dec-15

WORKFORCE ANALYSIS FORM

Name of Organization: John A. Newman Consulting Engineers dba N3D Group

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	7	6	1													6	1
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:	7	6	1													6	1

Prepared by: John A. Newman, P.E. Member Date: 5 / 19 / 2023

(Name and Title)

Revised 2015-Dec-15

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 27-2023

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

NA 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.

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

X Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

NA 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.

X 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.

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

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

X Selected portions of the work to be performed by MWDBE firms 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

X 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.

NA 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.

NA 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.

NA 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

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

NA 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.

Tate Hill Jacobs Architects, Inc.

Company
05/26/2023

Date

Sabrina Oaks

Company Representative
Principal

Title



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 27-2023

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Tate Hill Jacobs Architects 446 E. High Street, #250 Lexington, KY 40507 (859) 252-5994 sabrina@thjarch.com	WBE	Architectural Services	\$144,000	50%
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.

Tate Hill Jacobs Architects, Inc.

Company

05/26/2023

Date

Sabrina Oaks

Company Representative

Principal

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 27-2023

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

Company Name Tate Hill Jacobs Architects, Inc.	Contact Person Sabrina Oaks
Address/Phone/Email 446 E. High Street, Suite 250, Lexington, KY 40507 (859) 252-5994; sabrina@thjarch.com	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
446 E. High Street, #250 Lexington, KY 40507	Sabrina Oaks	(859) 252-5994 sabrina@thjarch.com	N/A	Architectural	N/A	\$144,000	Female	No

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

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

Tate Hill Jacobs Architects, Inc.
Company

Sabrina Oaks
Company Representative

05/26/2023
Date

Principal
Title

MBE Participation Statement
Request for Proposal
For
Lexington Police Department West Roll Call
Building Envelope & HVAC Improvements
RFP # 27-2023

N3D Group reviewed various website listings for MBE participants for this project. Given the scope of this project we did not find a firm that, in our opinion, could offer assistance to this project, that is not already being performed by the prime design firm. Although we do not qualify as an WBE, N3D Group is 20% women owned.

John A. Newman, P.E. Founder

May 19, 2023



RNW23051

CERTIFICATION NUMBER

01/14/24

EXPIRATION DATE

Certifies that:

Tate Hill Jacobs Architects, Inc.

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

PHYLLIS HILL SLATER
Board Chair, NWBOC

541310

NAICS Code(s)

01/15/23

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

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

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

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

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

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

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

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

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

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

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

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

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

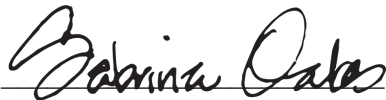
- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress,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

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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



Signature

05/26/2023

Date

June 13, 2023

Mr. Chris Litton
LFUCG Project Manager
Lexington, KY

RE: LFUCG RFP 27-2023 Police Roll Call West

Dear Mr. Litton,

I am reaching out to provide clarification on the fee Tate Hill Jacobs submitted for the above reference project. Please note that we propose a Lump Sum Fee in the amount of \$288,000 for the Architectural and Engineering work for Police Roll Call West. Please strike from our proposal, any references to fees based on a percentage of construction.

Best Regards,
Sabrina

Sabrina Oaks
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