



New Senior & Therapeutic Center – Design Only

Lexington-Fayette Urban County Government

RFP# 40-2023 | October 12, 2023



Request for Proposals

New Senior & Therapeutic Center – Design Only

RFP #40-2023

October 12, 2023

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

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

Selection Committee Members:

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

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

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

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

Respectfully,

Chris Estes, NCIDQ, LEED AP
Principal

EOP+Champlin
cestes@eopa.com

01

Submittal Requirements

01 Submittal Requirements



LFUCG Senior Center
Designed by EOP+Champlin

Company Information & Qualifications

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

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

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

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

Tracking Customer Satisfaction

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

Training and Quality Control Programs

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

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

EOP+Champlin maintains an active and mutually beneficial relationship with the University of Kentucky College of Design. EOP+Champlin's professionals participate in design classes, sometimes as teachers, sometimes as students, and often as jurors sitting in on student project reviews.

EOP+Champlin annually sponsors scholarships for both architecture and interior design students. Two of EOP+Champlin's principals have sat on UK College of Design Advisory Boards.

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

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

1. Quality Control Plan

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

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

2. Commitment of Leadership & Continuity of Team

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

3. Tailor the Process to Your Decision-Making Structure

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

4. Follow Your Criteria

We play by your rules, your criteria, and your decisions. Everyone on the team researches your design criteria, space program, and project issues. We set priorities and goals with you and constantly check the design for compliance and quality.

5. Identify and Resolve Conflicts Before Crisis or Delay

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

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

6. Provide Rigorous Documentation

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

7. Conduct Methodical Plan Checks & Reviews

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

8. Control Costs Continuously

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

Current Employees

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

General Firm Qualifications

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

EOP+Champlin has no pending litigation.

Project Team

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Team



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

Principal | **EOP+CHAMPLIN**

Role: Project Architect

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

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

Background

Bachelor of Architecture, University of Kentucky, Lexington, KY

Undergraduate Studies, University of Louisville, Louisville, KY

Registered Architect, Kentucky #2932

U.S. Green Building Council: LEED Accredited Professional

American Institute of Architects

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

Selected Project Experience

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



Rick Ekhoﬀ, AIA, LEED AP

Design Principal | **EOP+CHAMPLIN**

Role: Design Lead

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

Background

Bachelor of Architecture, University of Kentucky, Lexington, KY

International School of Art & Architecture, Venice, Italy

Registered Architect, Kentucky #2190

U.S. Green Building Council: LEED Accredited Professional

American Institute of Architects

National Council of Architectural Registration Boards

Selected Project Experience

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

Project Team



Chris Estes, CID, LEED AP, NCIDQ

Managing Principal | **EOP+Champlin**

Role: Principal-in-Charge

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

Background

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

Kentucky Interior Design Legislative Organization

U.S. Green Building Council: LEED Accredited Professional

Certified Interior Designer, Kentucky #0092CID

NCIDQ Certificate #013781

Selected Project Experience

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



Geoff Meehan

Senior Project Manager | **EOP+CHAMPLIN**

Role: Project Manager

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

Background

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

Selected Project Experience

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

* while with other firms

Project Team



Kristie Stanfield, AAHID, LEED AP ID+C

Principal | EOP+CHAMPLIN

Role: Senior Interior Designer

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

Background

Bachelor of Science Interior Design, University of Cincinnati, Cincinnati, OH

American Academy of Healthcare Interior Designers

NCIDQ-Certified

LEED Accredited Professional, ID+C

Fitwel Ambassador

Selected Project Experience

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



April Mummert, NCIDQ

Associate | EOP+CHAMPLIN

Role: Interior Designer

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

Background

Bachelor of Science Design, University of Cincinnati, Cincinnati, OH

NCIDQ-Certified

Selected Project Experience

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

Project Team



Doug Gallow, FAIA

Principal | LIFESPAN DESIGN STUDIO

Role: Senior Center/Universal Design Specialist

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

Background

Bachelor of Science, Environmental Design, Miami University, Oxford, OH

Certificate on Aging, Johns Hopkins University

National Council of Architectural Registration Boards

Registered Architect, OH

Selected Project Experience

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



Ellen Gallow, CAPS

Co-Founder | LIFESPAN DESIGN STUDIO

Role: Senior Center/Universal Design Specialist

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

Background

Bachelor of Arts, Sociology/Gerontology, Miami University, Oxford, OH

Graduate Coursework, Gerontology, Scripps Gerontology Center

Certificate on Universal Design, SUNY at Buffalo, IDEA Center

Selected Project Experience

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

Project Team

Jordan Yeiser, PE

Principal | YEISER STRUCTURAL

Role: Structural Project Manager

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

Clay Gatewood, PE

Structural Engineer | YEISER STRUCTURAL

Role: Structural Engineer

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

Greg Brumagen, PE, RCDD, CxA

Principal | CMTA INC.

Role: Project Manager/Electrical Engineer

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

Sam Claxton, PE, FPE

Principal | CMTA INC.

Role: Mechanical Engineer

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

Michael Stewart, CTS, LEED GA

Principal | CMTA INC.

Role: AV/IT/Security Design

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

Project Team

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

Principal | ELEMENT DESIGN

Role: Site/Civil Engineering Project Manager

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

Billie Motsch, RLA

Partner | ELEMENT DESIGN

Role: Landscape Architect

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

Derek Motsch, PE

Senior Engineer | ELEMENT DESIGN

Role: Civil Engineer

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

John Tilleman, CEP

Director, Cost Management | THE CONCORD GROUP

Role: Cost Estimator

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

Maurizio Magalli

Director, MEP Cost Estimating | THE CONCORD GROUP

Role: MEP Cost Estimating

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

Project Experience



Westlake Senior & Community Services Center

Westlake, OH



28,000 SF

Completed 2021

\$9,500,000

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

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

- Lydia Gladd,

Community Services Director
Westlake Senior & Community Services Center



The Center at Belvedere New Construction

Charlottesville, VA



48,000 SF

Completed 2020

\$18,000,000

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

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

Project Experience



LFUCG Senior Center

Life Lane

Lexington, KY



33,000 SF

Completed 2016

\$13,000,000

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

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

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

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

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



Lexington Public Library

Marksbury Family Foundation Branch

Lexington, KY



30,000 SF

Est. 2023

\$11,500,000

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

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

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

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

Project Experience



Central Bank Center / Rupp Arena
Renovation & Expansion

Lexington, KY



824,000 SF

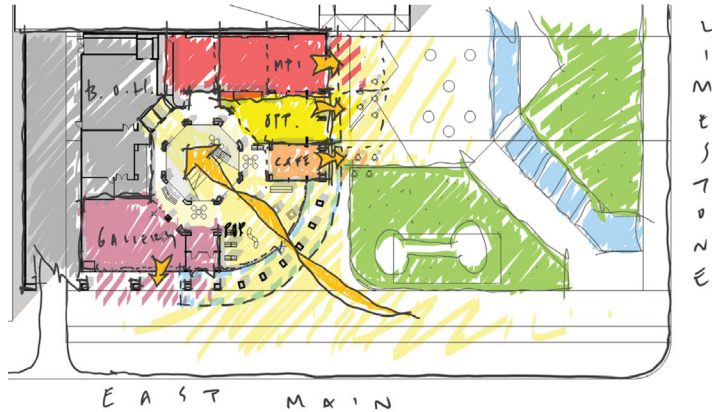
Completed 2023

\$265,000,000

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

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

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



Lexington Public Library
Masterplan

Lexington, KY



30 Year Masterplan

Completed 2019

\$11,500,000

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

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

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

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

Project Experience



Southland Christian Church Adaptive Reuse & Addition

Lexington, KY



189,000 SF

Completed 2014

\$21,318,000

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



Paris-Bourbon County Public Library Renovation & Addition

Paris, KY



20,000 SF

Completed 2016

\$4,950,000

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

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

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

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

Project Experience



Madi's House Renovation & Addition

Cincinnati, OH



16,000 SF

Concept Completed 2021

N/A

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

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

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



Bayley North New Construction

Green Township, OH



139,000 SF

Est. 2024

\$40,000,000

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

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

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

Related Project Experience



Fayette County Courthouse Rehabilitation Plan, Lexington, KY



Shelbyville Conference and Welcome Center, Shelbyville, KY



HealthFirst Bluegrass East End Family Clinic, Lexington, KY



HealthFirst Bluegrass Southland Family Clinic, Lexington, KY



MSU Rocky Adkins Dining Commons, Morehead, KY



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



FCPS Career and Technical Education School, Lexington, KY



Triangle Park, Lexington, KY

Conflict of Interest Statement

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

OSHA Compliant Methods

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

Workload

Chris Estes, Principal-in-Charge

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

Richard Polk, Project Architect

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

Geoff Meehan, Project Manager

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

References

Sally Hamilton, Chief Administrative Officer

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

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

Jennifer Linton, Sodexo; former Executive Director

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

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

Craig Turner, CEO

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

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

02

Work Plan

02 Work Plan

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

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

Collaboration is Key

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

Deliverables Checklist

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

Design and Construction Administration Phases

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

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

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

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

STAGE 1: DESIGN STAGE

Phase 1: Schematic Design Phase

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

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

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

Phase 2: Design Development Phase

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

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

Phase 3: Construction Document Phase

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

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

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

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

LFUCG #40-2023 | 02 Work Plan

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

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

Phase 4: Bidding Assistance

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

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

STAGE 2: CONSTRUCTION ADMINISTRATION

Phase 1: Construction Administration

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

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

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

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

Project Closeout Deliverables will be provided as listed below:

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

Phase 2: One Year Warranty Period – Coordination Assistance

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

Budget

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

Schedule

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

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

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

03

Form of Proposal (Fees)

ATTACHMENT A
FORM OF PROPOSAL

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

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

1. General:

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

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

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

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

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


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

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

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

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

advance through the Change Order process to the contract.

	Chris Estes, LEED AP, NCIDQ
Signature	Name
Project Principal	October 12, 2023
Title	Date

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

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

04

Required Forms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

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

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

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

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



Signature

October 12, 2023

Date



AFFIRMATIVE ACTION PLAN

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

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



AFFIRMATIVE ACTION PLAN

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

Signature of Company Official

Principal-in-Charge

Title

October 12, 2023

Date

AFFIDAVIT

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

1. His/her name is Chris Estes, LEED AP, NCIDQ and he/she is the individual submitting the proposal or is the authorized representative of EOP+Champlin, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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


Further, Affiant sayeth naught.

Tracey A. Meyers

STATE OF **Kentucky**

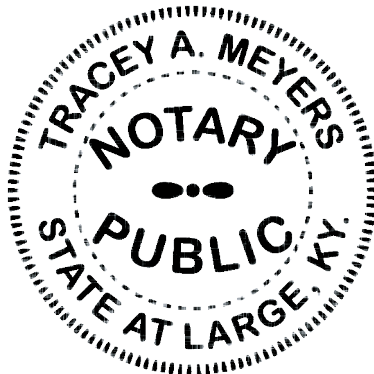
COUNTY OF **Fayette**

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

by **Chris Estes, LEED AP, NCIDQ**  on this the **12th** day
of **October**, 20**23**.

My Commission expires: **June 6, 2025**


NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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



Signature

EOP+Champlin

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: EOP+Champlin

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

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

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: EOP+Champlin

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

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

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

Email address: cestes@eopa.com



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

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

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

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

EOP+Champlin

 Company

Chris Estes, LEED AP, NCIDQ

 Company Representative

October 12, 2023

 Date

Principal-in-Charge

 Title



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

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

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

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

EOP+Champlin

 Company

October 12, 2023

 Date

Chris Estes, LEED AP, NCIDQ

 Company Representative

Principal-in-Charge

 Title



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

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

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

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

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

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

EOP+Champlin
Company

Chris Estes, LEED AP, NCIDQ
Company Representative

October 12, 2023
Date

Principal-in-Charge
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 40-2023 _____

Total Contract Amount Awarded to Prime Contractor for this Project _____


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

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
Element Design 366 S Broadway Lexington, KY 40508 (859) 389-6533 ramona@element-site.com	Site/Civil	\$115,000.00	12.08%	\$86,250	See Following Page	Upon Notice to Proceed	Final Completion 10/30/2025

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

EOP+Champlin

Company



Company Representative

October 12, 2023

Date

Principal-in-Charge

Title

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



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

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

Re: LFUCG Senior & Therapeutic Center Fee

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

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

Sincerely,

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

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

Landscape Architecture | Civil Engineering | Master Planning | Mapping

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 40-2023

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: Failure to submit any of the documentation requested in this section may 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.

EOP+Champlin

Company
October 12, 2023

Date

Chris Estes, LEED AP, NCIDQ

Company Representative
Principal-in-Charge

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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



Signature

October 12, 2023

Date

ATTACHMENT B

CONSULTANT SERVICES AGREEMENT

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

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

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

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

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

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

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

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

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

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

SECTION 4 - PERIOD OF SERVICES

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

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

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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

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

5.1.2. For Additional Services

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

Unit Pricing

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

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

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

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

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

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

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

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

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

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

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

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

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

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

OWNER:

CONSULTANT:

