

**Design Charrette**

EOP/Caitlin proposes to lead a design charrette for the Senior Citizen's Center project. This intensive design process pulls together project stakeholders in a participatory environment meant to generate ideas, foster understanding and create project buy-in. The design charrette will help the project team quickly reach design consensus and meet the expedited project schedule.

**Listening and Trust**

Above all else, the ability and commitment of our team members to listen to your expressions of the project's needs, values, and definition of quality are paramount. We are truly active listeners and value the opportunity to build relationships of integrity and trust with Senior Citizen's Center team members.

**Cost Management**

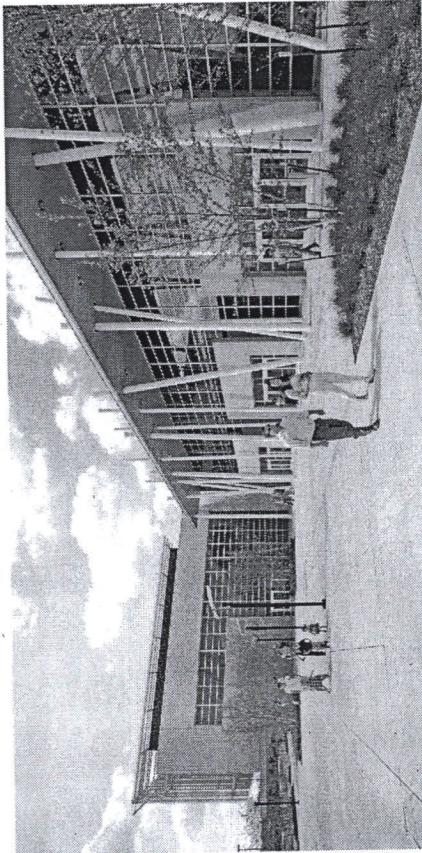
We understand that our projects must be delivered within the available project budget. To achieve that goal, EOP/Caitlin has enlisted the services of Robert Pass Cost Consultants. Robert has led estimating for hundreds of Kentucky and regional projects and has an extensive cost database that provides maximum value on each project. A cost management process will be first established by a thorough review of the program budget by the entire team. Once the project budget has been defined, it will be tested through the various phases of the design and documentation process. These testing periods will be defined and scheduled within the overall work plan. Continuous collaboration between Robert Pass Cost Consultants and the design team will be used as a method of checks and balances.

**Schedule Control**

The first and most important aspect of schedule control (by the design team) is that each member must understand the schedule goals and accept responsibility for meeting them. We will utilize a detailed approach in which we create a "dynamic" calendar using "post it" tags for each key task, all displayed on a timeline. Individual accountability for tasks will be clear, and all team members' accomplishments will be visibly marked "DONE" and marked on tasks. All meetings will include a discussion of the schedule to allow new tasks to be easily added to the work plan and for adjustments to be made in the project activities if necessary.

**Electronic and Physical Models**

Electronic 3-D models and physical models (those that you can touch, look into, and walk around) of proposed planning concepts can assist user groups, regulatory bodies, and others in visualizing a proposed idea. EOP/Caitlin will use Building Information Modeling (BIM) on this project, enabling the creation of electronic 3-D models. With the development of BIM, EOP/Caitlin will share the same model with our consultant team so there can be real time coordination.



SOUTHLAND CHRISTIAN CHURCH



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT REPUBLICAN SENIOR CITIZEN CENTER



Request for Proposal No. 28-2013  
Form of Proposal (revised 10/17/13)

Consultant:  
EOP Architects

Address:  
201 W Short Street, Suite 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 the LFUCG. 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 training program and quality control program.
- e. Provide the current number of employees and employee types.

**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>Phase A Cost (Total Cost of Services Below)</u>	\$ 173,965
Programming (3% of basic services fee)	\$ 17,325
Geotechnical Survey and Report:	\$ 6,700
Phase II Environmental Survey (\$6,000 to \$24,000)	\$ 15,000
Schematic Design (6% of construction x 20%)	\$ 115,000
Building Commissioning:	\$ 2,800
Building Energy Model:	\$ 8,500
Interior Design (FF&E at \$420,000 x6% x20%)	\$ 5,040
Independent Cost Estimator:	\$ 3,600

**The LFUCG reserves the right to negotiate the following fees with the selected Consultant for Phase A or solicit new proposals for Phases B – D. Phase B – D proposals shall be valid for 12 months from contract award.**

<u>Phase B Cost (Total Cost of Services Below)</u>	\$ 14,700 + 1.5%
Design Development:	1.5%
(6% of construction x 25%)	3,000
Building Commissioning:	\$ 6,300
Interior Design (FF&E at \$420,000 x6% x25%)	\$ 5,400
Independent Cost Estimator:	\$ 5,400

- f. Statement of general firm qualifications and capacity which 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 this 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 construction costs and references.
- i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
- j. Approach to project inclusive of proposed work scope, preliminary design concepts, approach, and related considerations.
- k. Ability to meet required deadlines including demonstrating the ability to integrate this project into the firm's present workload (provide 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. Proposals will be limited to 20 pages not including the required LFUCG documents. Proposals in excess of 20 pages single-sided pages in length may not be considered.
- 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. Included in work plan shall be:
  - a. A check list of what specific deliverables will be provided at each design phase and/or milestone and what discipline in their team will provide that deliverable.
  - b. A specific budget and schedule to complete services described herein.
  - c. An explanation of the communication/documentation and collaboration plan.
  - d. A team plan on sustainable design.
  - e. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines.
  - f. An explanation of the team Quality Control Program from design through construction administration.

Phase C Cost (Total Cost of Services Below)

Construction Documents:	\$ 74,970 + 2.1%
(6% of Construction x 35%)	2.1 %
Building Energy Model:	\$ 14,000
LEED Certification (A/E design & admin fees only)	\$ 33,000
Building Commissioning:	\$ 6,150
Independent Cost Estimator:	\$ 7,000
Interior Design (FF&E at \$420,000 x6% x35%)	\$ 8,820
Signage Design (building interior & exterior)	\$ 6,000

Phase D Cost (Total Cost of Services Below)

Bidding Assistance:	\$ 119,700 + 0.4%
Construction Admin. (20% of basic fee-\$12,000 punch)	\$ 4,200
Building Commissioning:	\$ 103,500
(% of construction)	0.4 %
Punch List, Inspections, & Close Out:	\$ 12,000

**7. Unit Pricing**

- a. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. 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 or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. 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>
Principal	175 \$/HR
Project Manager	130 \$/HR
Registered Arch.	130 \$/HR
Graduate Arch.	100 \$/HR
Clerical	65 \$/HR
Senior Interior Designer	100 \$/HR

<u>Interior Designer</u>	<u>85 \$/HR</u>
<u>Graphic Designer</u>	<u>95 \$/HR</u>

- c. 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 1.15 %

Lump Sum Pricing and Percentage Pricing as listed above are based on EOP Architects understanding of the project scope as defined by the RFP and discussed during the project walk-through. Because the project size and program are not yet fully defined we have assumed, for pricing purposes, the building size to be 35,000 gross square feet. With no program or design available we have assumed a project unit cost of \$275 per square foot, which includes both building and site development estimated costs. This yields a preliminary overall estimated construction cost of \$9,625,000.



## AFFIRMATIVE ACTION PLAN

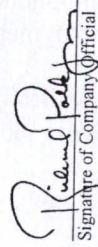
EOP Architects, PSC will take the following Equal Employment Opportunity/Affirmative Action measures:

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  
 Title  
 November 4, 2013  
 Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: **EOP Architects, PSC**  
 Date: **10-29-13**

Categories	Total	White		Latino		Black		Other		Total
		M	F	M	F	M	F	M	F	
Administrators	5	5								5
Professionals	16	12	3					1	12	4
Superintendents										
Supervisors										
Foremen										
Technicians										
Protective Service										
Para-Professionals										
Office/Clerical	1		1							1
Skilled Craft										
Service/Maintenance										
<b>Total:</b>	<b>22</b>	<b>17</b>	<b>4</b>					<b>1</b>	<b>17</b>	<b>5</b>

Prepared by: Terri Slusher, Accountant  
 Name & Title

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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

**AFFIDAVIT**

Comes the Affiant, Richard Polk, Jr., and after being first duly sworn, states under penalty of perjury as follows:

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

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

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

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

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

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

**Continued on next page**

**EQUAL OPPORTUNITY AGREEMENT**

The Law

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

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

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

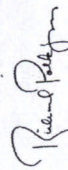
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

Bidders

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

  
 Signature

EOP Architects  
 Name of Business

EOP Architects  
 Company

Richard Folk, AIA, LEED AP  
 Company Representative

November 4, 2013  
 Date

Principal  
 Title

**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 28-2013**



The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Paladin, Inc. 143 Walton Avenue Lexington, KY 40508-2315 859.252.3047	Commissioning	TBD	5%
2. Element Design 400 Old Vine Street, suite 206 Lexington, KY 40507 859.369.6533	Landscape Architecture, Site Design, Civil Engineering	TBD	10%
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.





**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # RFP #28-2013**

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 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 to participate.

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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 Architects  
Company

Richard Polk, Jr  
Company Representative

Nov 4, 2013  
Date

Principal  
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, 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,

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

November 4, 2013  
Date

- 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.

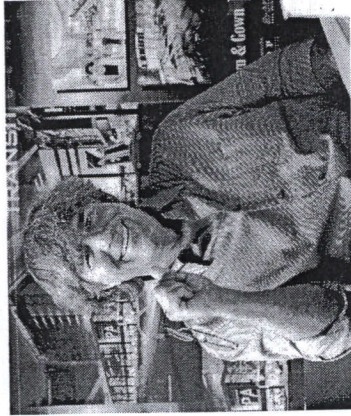
13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated 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



**Rick Ekhoft, AIA, LEED AP**  
Design Principal



**Academic & Civic Activities**  
Guest Lecturer & Juror, University of Kentucky  
Member, Mayoral Appointed Downtown Design Excellence Committee, Lexington, KY

**Relevant Project Experience**  
Paris-Bourbon County Library, Paris, KY  
Paul Sawyer Public Library, Frankfort, KY  
Rupp Arena/LCC, Lexington, KY  
Lincoln Hall Renovation, Berea College, Berea, KY  
Kentucky's First LEED Certified Building  
Southland Christian Church, Lexington, KY

As cofounder and EOP's principal in charge of design, Rick has defined and mentored the firm's passion for innovation and fostered its continued commitment to exploration and discovery.

He 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 Rick's overall project design vocabulary and echo's the firm's leadership role in conservation.

**Professional Affiliations**

American Institute of Architects  
National Council of Architectural Registration Boards  
U.S. Green Building Council

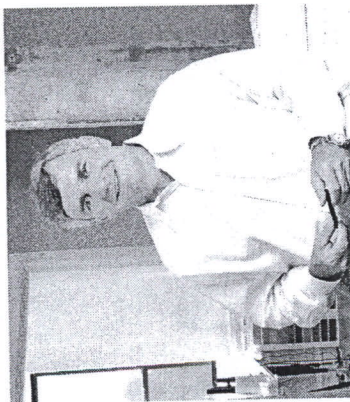
**Certification**

Registered Architect, Kentucky #2190  
LEED Accredited Professional

**Education**

Bachelor of Architecture, 1974, University of Kentucky  
International School of Art & Architecture, Venice, Italy

**Richard Polk, AIA, LEED AP**  
Project Principal



Since joining the firm in 1984, Richard has provided planning, programming and management services for educational, government, military, office, laboratory/research, civic, health care, and industrial facilities. His experience includes numerous projects for the Commonwealth of Kentucky.

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.

**Professional Affiliations**

American Institute of Architects  
President, AIA, Kentucky, 2011, 2012  
Vice President, AIA Kentucky, 2010  
Secretary, AIA Kentucky, 2009  
Treasurer, AIA Kentucky, 2008  
Past Treasurer, AIA East KY Chapter  
U.S. Green Building Council

**Certification**

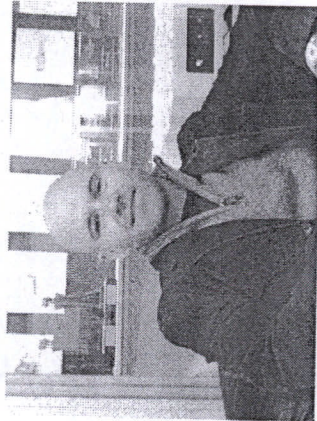
Registered Architect, Kentucky #2932  
LEED Accredited Professional

**Education**  
University of Kentucky  
Bachelor of Architecture, 1980

Harvard University  
Graduate School of Design  
Executive Education

**Relevant Project Experience**  
Paul Sawyer Public Library, Frankfort, KY  
West Mignon Hall Renovation, Morehead State University, Morehead, KY  
Health Science Campus New Instructional Building, University of Louisville, Louisville, KY  
Biological Pharmaceutical Complex, University of Kentucky College of Pharmacy, Lexington, KY  
Lincoln Hall Renovation, Berea College, Berea, KY  
Rupp Arena/LCC, LEED Certified Building  
Boone Tavern Renovation, Berea College, Berea, KY  
LEED Gold Certified  
Urban Campus Master Plan, Gateway Community & Technical College, Covington, KY  
Newtown Pike Campus Master Plan, Bluegrass Community & Technical College, Lexington, KY  
Kentucky Transportation Cabinet Office Building, Frankfort, KY  
Boone National Guard Army Aviation Support Facility, Frankfort, KY  
KCTCS Administrative Offices and Headquarters, Versailles, KY  
Southland Christian Church, Lexington, KY

**Jason Dunn, AIA, LEED AP**  
Project Manager



Jason has been with EOP since 2007. Prior to that time, he gained valuable experience as a project manager with firms specializing in school design and renovation, commercial/retail and residential work. Since joining EOP, Jason has served as project manager on a wide variety of jobs including educational renovations, food service, retail, commercial and office buildings.

**Professional Affiliations**

American Institute of Architects  
U.S. Green Building Council

**Certification**

Registered Architect, Kentucky #6560  
LEED Accredited Professional

**Education**

Bachelor of Architecture, 2000, University of Kentucky

**Relevant Project Experience**  
West Mignon Hall Renovation, Morehead State University, Morehead, KY

Mignon Hall Renovation, Morehead State University, Morehead, KY

College of Nursing Health Science Renovation, Union College, Barboursville, KY

Emery Building Renovation, Berea College, Berea, KY

Breckinridge Elementary School Renovation, Lexington, KY

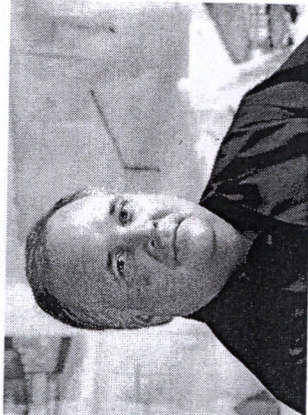
Deep Springs Elementary School Renovation, Lexington, KY

Boone Tavern Renovation, Berea College, Berea, KY  
LEED Gold Certified

Lexington Armory Addition, Lexington, KY

Young Residence, Lexington, KY

**Chris Estes, LEED AP**  
Interior Design Principal



Chris serves as the director for the interior design studio at EOP Architects. Since joining the firm in 1998, his efforts have been focused on ensuring that the design commitment of EOP is executed appropriately with respect to the interior environments of all projects.

Chris' client base during his tenure with the firm is widely diversified and includes project types for retail, hospitality, commercial, corporate, education and many others. Chris was an instrumental project team member during the development of the firm's AIA award winning projects: the Transportation Cabinet Office Building in Frankfort, Kentucky and the state's first LEED certified building, Lincoln Hall on the campus of Berea College.

**Professional Affiliations**

National Council for Interior Design Certification  
Former President OH & KY Chapter, IIDA  
KY Interior Design Legislative Organization  
U.S. Green Building Council

**Certification**

NCIDQ - Certificate #013781  
Kentucky Certified Interior Designer #009201D  
LEED Accredited Professional

**Education**

Bachelor of Housing & Interior Design, Graduated with Distinction, University of Kentucky

**Academic & Civic Activities**  
Adjunct Instructor, UK College of Design

**Relevant Project Experience**

West Mignon Hall Renovation, Morehead State University, Morehead, KY

KCTCS Administrative Offices and Headquarters  
Versailles, KY

Southland Christian Church, Lexington, KY

Kentucky Transportation Cabinet Office Building  
Frankfort, KY

Boone National Guard Army Aviation Support Facility,  
Frankfort, KY

District Five Office Building

Kentucky Transportation Cabinet Louisville, KY

Lincoln Hall Renovation, Berea College, Berea, KY  
Kentucky's first LEED Certified Building

Hilary J. Boone Faculty Club Renovation, University of Kentucky, Lexington, KY

Biological Pharmaceutical Complex, University of Kentucky College of Pharmacy, Lexington, KY

Lexhold Technology Center, Coldstream Research  
Campus, Lexington, KY

ACS Government Systems Corporate Office Renovation,  
Lexington, KY

Shorly's the Urban Market, Lexington, KY

## JOHN CATLIN, AIA

### Registered:

Massachusetts #4461 NCARB #26.616

Previously Registered Professional Architect in the following states: Alabama, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Maine, Michigan, Minnesota, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Tennessee, Texas, Wisconsin.

### PROFILE

Founder and president of John Catlin & Associates Architects, Inc. dba Catlin Architecture in 1976, Mr. Catlin is actively involved in the design and development of each project. Mr. Catlin is principal-in-charge of all projects produced by the office and has over thirty-eight years of professional experience. Mr. Catlin's expertise in elderly design is evident through his involvement in the design of over forty adult community centers throughout Massachusetts. Mr. Catlin is well versed in advocating the needs and goals of the elders to City/Town Committees and has been extremely successful in working in conjunction with the Council's on Aging to obtain city/town approval and financing.

### EDUCATION

Master of Architecture  
Harvard University, Cambridge, Massachusetts

B.S. Marketing/Engineering

Trinity University, San Antonio, Texas

Continuing Education "Elderly Housing, Planning for the Next Century" Harvard University

Continuing Education "Planning and Design for a New Generation of Seniors" Harvard University

Continuing Education "Planning Multi-use Communal Places Worldwide" Harvard University

Continuing Education "Planning & Design for a New Generation of Seniors - A focused Look at Retirement" Harvard University

### AFFILIATIONS

American Institute of Architects (AIA)

Boston Society of Architects (BSA)

National Council of Aging (NCOA)

National Institute of Senior Centers (NISC)

### LECTURES

Cities of Agawam, Chicopee, Medford, Edgartown, Needham, Lexington: "Meeting the Needs of Elders in the Coming Years: What Cities and Towns Need to Do"

Mass Council on Aging Fall Conference Presenter 2002, 2003, 2005 - 2009, 2011, 2013

Boston University Guest Lecture: School of Management 2003 - 20012

Aging in America, Annual Conference Presenter, Washington DC 20012

### FOUNDATIONS AND BOARDS

New Hampshire Audubon Board of Trustees 2007, 2008

Milton Visiting Nurses, Milton, MA

Foundation Board Member

Co-Chairman, Milton Cares Walkathon

Boys and Girls Club of Boston

Member Board of Overseers 1993-2010

Member Antique Show Committee

Sponsor Tall Ships Committee

Member Recognition Committee - Co-Chairman 1994

St. Michael's Church, Milton, MA

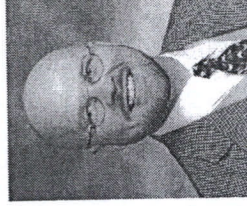
Chairman Property Committee

Member Finance Committee

### PREVIOUS PROFESSIONAL ASSOCIATIONS

Higgins and Tape, Inc. (Dimitria Shaffer Associates), Kallmann, McKinnell & Wood, Architects

Cambridge Seven Associates, Benjamin Thompson Associates



**David R. Higgins II, RCDD, LEED AP**  
*Partner, Sustainability & Special Technology*

### Education

University of Kentucky - Bachelor of Science in Electrical Engineering, minor in Mathematics

### Registrations

RCDD (Registered Communications Distribution Designer)

LEED (Leadership in Energy and Environmental Design) Accredited Professional

### Professional Activities

SCAAC - (School Curriculum Assessment and Accountability Council, Governor Appointee)

KASC - 3 Term Board of Directors (Kentucky Association of School Councils)

Green & Healthy School Buildings (Standards Contributing Author)

SBDM 3 Terms (Site Based Decision Making Council)

Kentucky Solar Partnership

USGBC (United States Green Building Council) Member

### Experience

Mr. Higgins brings a diversified engineering background to our team. Before joining CMTA in 1990, his prior experience includes employment by Fortune 500 Company, General Electric as well as Jackson Utility Division, a multi-service Electric, Gas, & Water distribution company headquartered in Jackson, Tennessee.

Mr. Higgins has extensive project management and engineering design team leadership experience relative to education and health care facilities. During his career with CMTA, Mr. Higgins has designed and managed educational projects ranging from K-12 to University level projects across the Commonwealth of Kentucky and health care projects throughout the Midwest and Southeast regions of the United States.

Mr. Higgins is also Principal-in-Charge of CMTA's "High Performance Building" Studio, with the mission of continually meeting the needs of today's generation without compromising the needs of future generations through holistic and evolving design approaches.

As Principal-in-Charge, Mr. Higgins will coordinate with the owners, the Architectural Team, related stakeholders and the Engineering Team to define and exceed the expectations of this project.

## Catlin Architecture

**Donald L. Crayne, PE, LEED AP**  
*Partner*  
*Project Manager/Mechanical Engineer*

**Education**

University of Kentucky - Bachelor of Science in Mechanical Engineering

**Registrations**

Licensed Professional Engineer in the State of Kentucky (#22546)  
 LEED (Leadership in Energy and Environmental Design) Accredited Professional

IGSHPA – International Geothermal Heat Pump Association – Accredited Installer



**Experience**

Mr. Crayne has been with CMTA for 30 years and a Partner for 20. He brings over 38 years of mechanical engineering systems experience to the firm resulting in inventive engineering solutions during design and working "hands on" with contractors to discover solutions during construction.

Mr. Crayne has successfully designed many different types of projects, including: residence halls, airports, acoustically sensitive theaters, recording studios, TV studios, performance halls, courthouses, K-12 schools, natatoriums, banks, wellness centers, data centers, and detention centers with clients as diverse as universities, state government, municipalities, and the Army Corps of Engineers.

He engineered the largest geothermal system in the states now in its 20<sup>th</sup> year of operation. Mr. Crayne is also the Engineer of Record for the very first courthouse facility in the state to score in the upper 25<sup>th</sup> percentile using the ENERGY STAR evaluation system. His engineering expertise allows him to continually develop innovative design approaches to better implement more maintainable and efficient mechanical systems.

For this project, Mr. Crayne will serve as Project Manager where he will coordinate with the CMTA Design Team to meet the expectations of this project. He will ensure that energy efficient design principles are incorporated into the Mechanical, Electrical and Plumbing systems. He will also serve as Lead Mechanical Engineer and be responsible for mechanical design.

**William Sharp, PE, LEED AP BD+C**  
*Project Manager/Electrical Engineer*

**Education**

Bachelor of Science Degree in Electrical Engineering - Purdue University, West Lafayette, Indiana

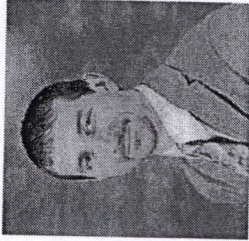
**Registrations**

Licensed professional engineer, Kentucky (#26908), Tennessee (#111731), Washington (#43768).

LEED AP BD+C (Leader in Energy and Environment Design, Accredited Professional, Building Design and Construction)

Limited Energy License – State of Washington

Registered with National Council of Examiners for Engineering and Surveying (NCEES)



**Experience**

William Sharp joined CMTA in 2011. He has over fourteen years of experience designing energy efficient building and site electrical systems.

Mr. Sharp has broad knowledge of building systems that include power distribution, lighting, sports and theatrical lighting, site and architectural lighting, lighting control, fire alarm, voice and data, mechanical drives, emergency power generators, UPS, lightning protection, security, CCTV, elevator control interface, MATV, and building automation for various markets including sports and entertainment, retail, commercial, educational, food service, justice, detention, and industrial.

Mr. Sharp is a LEED Accredited Professional with a specialty in Building Design and Construction and has designed multiple LEED facilities. Mr. Sharp designed the 29-Story Pinnacle at Symphony Place in Nashville, Tennessee which achieved LEED Gold Certification and is the first LEED Certified skyscraper in Tennessee. Mr. Sharp has served two years on the USGBC Kentucky Chapter Board of Directors. He is a member of the Advocacy Committee and is the LEED AP for the first LEED for Existing Buildings School in Kentucky.





Vitae for Michael L. McReynolds  
[m.mcrcynolds@bfmj.com](mailto:m.mcrcynolds@bfmj.com)

**PRESENT POSITION:**

Project Manager of Buell Fryer McReynolds Jahed, Inc.  
 Consulting Structural Engineers

**EDUCATION:**

Auburn University  
 1972 BS Civil Engineering

**PRACTICE:**

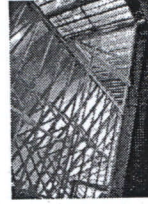
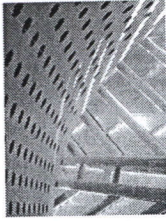
Buell Fryer McReynolds Jahed, Inc. (1994 – Present)  
 White Walker McReynolds (1986 – 1994)

**PROJECT EXPERIENCE**

Mr. McReynolds has considerable experience in the design, remodeling and repairs of major buildings in the State of Kentucky. He has had continuous involvement in structural design in structures of steel and concrete, including parking structures and hospitals. His concrete design experience is in conventional reinforced and post tensioned poured-in-place concrete parking structures, precast prestressed frames and steel framed structures.

He was on the staff of White, Walker & McReynolds, Inc. from July 1986 until August 1994 when both companies merged to form Buell-Fryer-McReynolds, Inc. He continues his career with Buell-Fryer-McReynolds, Inc., as a Project Manager where he uses his expertise in design and construction administration. Mike has served as Project Manager for additions/renovations.

- St. Joseph Hospital Expansion; Lexington, Kentucky
- Kentucky State University; Transitional Dormitory
- Knott County Nursing Home Addition; Knott County Kentucky
- Barbourville Nursing Home; Barbourville, Kentucky
- Thomas Hood VA Center; Wilmore, Kentucky
- Central Baptist Hospital Parking Structures; Lexington, Kentucky
- University of Kentucky Women's; Lexington, Kentucky
- Central Baptist Heart Institute; Lexington, Kentucky
- Kentucky State Reformatory; Transitional Dormitory- Frankfort Kentucky
- Kentucky State University; Hume Hall Renovation
- Western Kentucky University- Snell Hall; Richmond Kentucky
- Warren County Justice Center; Warren County, Kentucky
- Boyd County Justice Center; Boyd County, Kentucky



620 East Euclid Avenue, Suite 300  
 Lexington, Kentucky 40502

Phone 859/278-5050  
 Fax 859/278-6060

Structural Engineers  
[www.bfmj.com](http://www.bfmj.com)



Vitae for Ethan Buell  
[e.buell@bfmj.com](mailto:e.buell@bfmj.com)

**PRESENT POSITION:**

Principal/President of Buell Fryer McReynolds Jahed, Inc.  
 Consulting Structural Engineers

**EDUCATION:**

Purdue University  
 1973 BS Civil Engineering

**REGISTRATION:**

Registered Professional Engineer in Kentucky (Structural) (PE Reg. No. 11644),  
 Alabama (PE Reg. No. 27627), Arizona (PE Reg. No. 48121), Indiana (PE Reg. No.  
 20266), Louisiana (PE Reg. No. 32442), Missouri (PE Reg. No. 18298), Nebraska (PE  
 Reg. No. E-8145), New York (PE Reg. No. 085586), North Carolina (PE Reg. No.  
 015169), Ohio (PE Reg. No. 51553), Pennsylvania (PE Reg. No. 074778), Tennessee  
 (PE Reg. No. 00110650), Virginia (PE Reg. No. 0402-020192), West Virginia (PE Reg.  
 No. 009405)

**PRACTICE:**

Buell Fryer McReynolds Jahed, Inc. - President (1982 – Present)  
 Chrisman Miller Woodford – Chief Structural Engineer (1979 – 1982)  
 Black and Veatch, Design Engineer (1974 - 1979)

**EXPERIENCE AT BFMJ (1982 - PRESENT):**

I have served as both President and Principal- in-Charge (PIC) for over 29 years. During this time I have worked in almost every area of Structural Engineering responsibility, from Design Engineer, Project Manager, providing Construction Administration services to commercial and residential inspection services, for hundreds of different projects. Projects included are \$120M State of the art Research Facilities, \$40 Million Hospital Expansions plus \$20M Renovations; various types of parking structures, some up to 12 stories tall; an \$85 M Office building some of which were LEED Certified buildings and residences. I have also performed forensic investigations and restorations of historical structures and renovation projects of all types. In addition to serving as an Architectural team member I have also served as the Prime Consultant on various projects that required primarily Structural Engineering services.

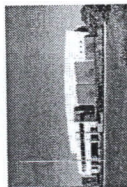
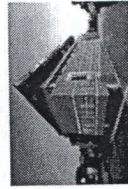
Some of the most notable and recent project examples and their scope are as follows:

- University of Kentucky Bio-Pharmacy Building: A \$120M academic and research facility with restricted vibration requirements.
- University of Kentucky Solar Decathlon Energy House that won 9<sup>th</sup> place overall in 2009 in Washington D.C.
- EKV Science Building 174,000 Sq. Ft. with a cost of over \$60M.
- Kentucky Horse Park Outdoor Stadium: a \$20M exterior arena with 5,000 fixed seats that included a separate two story club house style viewing facility. This stadium, with thousands of added temporary seats, was used for the 2010 World Equestrian Games held for the first time in the USA.

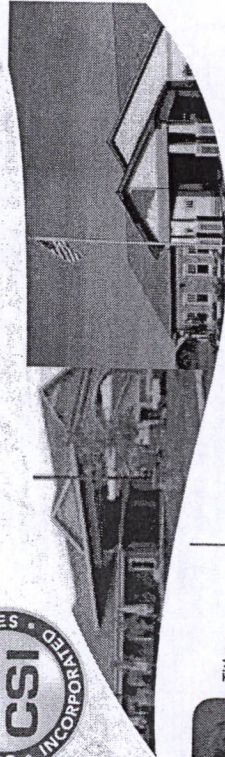
Phone 859/278-5050  
 Fax 859/278-6060

620 East Euclid Avenue, Suite 300  
 Lexington, Kentucky 40502

Structural Engineers  
[www.bfmj.com](http://www.bfmj.com)



## Bruce L. Hatcher, PE



**Title:**  
Chief Engineer  
**Experience:**  
31 years

**Kentucky Professional Engineer License #14,527**

**Specialties:**

- Geotechnical Engineering
- Construction Planning and Engineering
- Mining Engineering
- Rock and Cut Slope Planning, Remediation and Design

**Education and Training:**

- Licensed Engineer in Kentucky, Tennessee, Ohio, West Virginia, Virginia, North Carolina, Georgia, Indiana and Arkansas
- Bachelor of Science in Mining Engineering, University of Kentucky
- Bachelor of Science in Civil Engineering, University of Kentucky

Mr. Hatcher has successfully completed geotechnical explorations and geotechnical design work on many high risk projects in the Ohio and Tennessee River Valleys. His specific project experience includes:

**Senior Citizens and Retirement Centers** - He has worked on over 75 senior citizens and community building projects

**K-12 Educational Facilities** - Mr. Hatcher has performed work for over 50 school systems in Kentucky and Indiana. This includes over 200 projects.

**Commercial/Retail Facilities** - He served as the project manager and geotechnical engineer for over 50 retail sites in various states. He also has been the geotechnical and materials engineer on over 100 other commercial projects.

**Medical Facilities** - Projects include: University of Kentucky Pharmacy Building, University of Kentucky Medical Center - Parking Structure, Saint Joseph London and Mount Sterling, and the new Central Baptist Expansion in Lexington. He also has been involved as the engineer of record for over 25 other medical facilities in Kentucky and Tennessee.

**Infrastructure Projects (non-power industry)** - He served as the project manager and principal engineer for over 100 geotechnical explorations and inspections projects for water treatment plants, water tanks, major/minor roadways, parking garages, railway structures/stations/terminals, cellular/communications towers and landfills.

**Industrial/Chemical/Manufacturing** - Mr. Hatcher has worked on over 160 explorations for such sites. These include entire industrial park explorations (10 industrial parks in Kentucky) as well as larger manufacturing facilities (sites as large as 1.5 million square feet) in Kentucky, Tennessee, West Virginia, Indiana and Ohio.

## Resume Mark Congleton Arnold, RLA, ASLA, SCUP

Mark is a registered landscape architect with over twenty-five years experience in Urban Design and Landscape Architecture. His background includes a Bachelor of Arts degree from the University of Kentucky in Studio Art and Art Education and a Bachelor of Sciences degree in Landscape Architecture from the University of Kentucky. He served as Adjunct Professor of Landscape Architecture at the University of Kentucky where he taught Sophomore and Junior level design studios for eight years.

His background in Art has always been a part of his practice. A creative and sculptural approach has been the signature aspect of his work. His projects have been recognized at the national level through ASLA Design Awards and National Publication. He has been responsible for 12 Award Winning Projects, two of which have been published by Landscape Architecture Magazine, the premier international journal of Landscape Architecture.

Mark has provided long-range master planning, site planning, and detailed design services for a variety of state and national projects including: communities all over Kentucky, military bases across the nation, educational facilities, park and recreational facilities, cemeteries, golf courses, public and private housing developments, and roadway corridors throughout the region.

**Recent Project Experience:**

- EKU Fire Training Center, Ashland Building Eastern Kentucky University
- Kentucky State Police Academy, Frankfort, Kentucky
- Kentucky State Police Headquarters Building, Frankfort, Kentucky
- Isaac Murphy Memorial Art Garden - Legacy Trail Head - Lexington, KY
- Kentucky State Capitol Grounds Tourism Enhancement - Frankfort, Kentucky
- Gratz Park Master Plan - Lexington, KY
- Gainesway Trail - LFUCG - Lexington, KY
- Versailles Road Corridor - Lexington Fayette Urban County Government
- Newtown Pike Corridor - Lexington Fayette Urban County Government
- Elizabethtown Sports Complex and Trail - Elizabethtown, KY

**Recent Regional Projects:**

- The Citadel - Campus Master Plan, Charleston SC
- Freed Hardeman University - Campus Master Plan, Henderson TN
- Murray State University - Campus Master Plan, Murray KY
- Western Kentucky University Wayfinding Master Plan, Bowling Green KY
- Rebecca Street Park, Charleston West Virginia

**Recent International Projects:**

- Tianjin Honey Lake Development - Tianjin China
- Haikou Resort Hotel - Sanya Island, China
- Dalian Institute of Technology Master Plan - Dalian China
- Zhengzhou #2 City Landscape Development Master Plan, Zhengzhou China
- Chengdu Floriland Development, Chengdu China



**Education:**  
University of Kentucky  
Bachelor of Arts - Studio Art  
Education

University of Kentucky  
Bachelor of Sciences in Landscape  
Architecture

**Registration:**  
Kentucky Landscape Architect #423

West Virginia  
Landscape Architect #376

CLARB Certification -  
Council Of Landscape Architects  
Registration Board

elementdesign

**Resume**  
Clint Abbott, P.E.

Mr. Abbott is a registered Civil Engineer with 14 years of experience in grading, drainage, potable water distribution supply and treatment, sanitary sewer collection and treatment, floodplain regulations, and geotechnical issues such as subgrade preparation for structures, soil classification, and strength of materials. Clint works closely with our design team to insure that project engineering requirements are integrated into project design goals. This fluid process makes for a well designed and engineered facility and his broad level of project experience make him an excellent resource for our team.

**Specific Project Experience:**

- Deep Springs Elementary - Lexington, KY
- Breckinridge Elementary Renovation - Lexington, KY
- Morehead State Renovation (West Mignon Hall - Morehead, KY)
- TC Cherry Elementary School - Bowling Green, KY
- WKU Van Meter Hall - Site Infrastructure Design - Bowling Green, KY

**Additional Project Experience:**

- Gateway Community and Technical College - Multiple Projects. Storm Sewer, Sanitary Sewer, Permitting with SD-1, Division of Water, COE
- Carter Caves State Resort Park - Sanitary Force mains, Gravity Mains, Potable Water Design, Permitting with Division of Water, Olive Hill, KY
- Elizabethtown Sports Complex - Potable Water Design, Sanitary Sewer Design, Storm Water Design, Permitting with Division of Water, COE
- Eastern Kentucky University Science Building Retaining Wall Design



**Education:**

- University of Louisville - Speed Scientific School
- Bachelor of Science
- Civil Engineering - 1999

**Registration:**

- Kentucky Professional Engineer # 24737
- American Concrete Institute - Certified Concrete Technician
- Haested Certified Modeler for Water, Sewer and Storm Water Systems
- Member of Kentucky Geological Engineering Group

elementdesign

**Resume**  
Ramona A. Fry, RLA, LEED BD+C

Ms. Fry's primary responsibilities at Element Design include project design, project management and preparation of construction documents. Her range of professional design experience includes campus design, plazas, parks, and urban streetscapes. She is a talented designer and adept at translating creative design thoughts into construction documents.

Ramona has project management experience that includes plazas, parks, urban streetscapes, private development and campus planning and design and has served as Project Manager for recent projects for The Commonwealth of Kentucky, Berea College, The University of Kentucky, Western Kentucky University, The Kentucky Community and Technical College System (KCTCS), The Kentucky Horse Park and for the \$35 million Elizabethtown Sports Complex, completed in 2012.

Ramona has the ability to manage projects from schematic design through the development of construction documents, bidding, construction and project completion. She is also a gifted writer with the ability to convey ideas and planning Ramona is a talented designer who is adept at translating creative thoughts into plans and seeing those plans through to the built landscape.

**Relevant Experience:**

- University of Kentucky - Southeast Campus Stormwater Master Plan
- University of Kentucky - Sorball Complex - Lexington, KY
- University of Kentucky - College of Pharmacy - Lexington, KY
- University of Kentucky - University Health Service Building - Lexington, KY
- Kentucky State Police - Frankfort, Kentucky
- Kentucky Transportation Cabinet Office Building, Frankfort, Kentucky
- Kentucky Horse Park - Cane Run Watershed Restoration - Lexington, Kentucky
- Kentucky Horse Park - New Outdoor Arena, Lexington, KY
- Aboretum Visitors Center - University of Kentucky - Lexington, KY
- Berea College - John G. Fee Glade Park, Berea, KY
- Elizabethtown Sports Complex and Trail - Elizabethtown, KY
- Woodford County Community Center and Pool Complex - Woodford County, KY
- Salvation Army - Kroc Recreational Center - Louisville, KY
- Paduach Master Plan Update - Western Community & Technical College
- New Academic Building - Bluegrass Community & Technical College
- College of Pharmacy - University of Kentucky - Lexington, KY
- New Academic Building - Newtown Pike Campus BCTC



**Registration:**

- Landscape Architect - Kentucky, #681, 2002.

**Education:**

- University of Kentucky - Bachelor of Science in Landscape Architecture, 1999.
- Idaho State University - Bachelor of Arts in Education, 1994.

**Professional History:**

- Element Design, Landscape Architect 2008 - Present
- McIlwain + Associates, Landscape Architect - Project Landscape Architect, 2000-2008
- Adjunct Faculty, University of Kentucky, 2002
- Louisiana State University, School of Landscape Architecture / College of Design - Graduate Assistant, 1999-2000

elementdesign

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

**EDUCATION**  
Masters in Business Administration,  
University of Kentucky  
Bachelor of Arts, University of  
Kentucky, Marketing and Management

**CERTIFICATION**  
Certified Commissioning Professional,  
Building Commissioning Association  
Certified Commissioning Authority,  
AABC Commissioning Group  
LEED Accredited Professional, United  
States Green Building Council

**AFFILIATIONS**  
Building Commissioning Association  
International Board of Directors and  
Marketing and Outreach Committee  
Chair, 2008-2012  
Kentucky US Green Building Council  
Vistage International

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

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

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

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

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

RICHARD T. BURKS III, PE, CCP  
PROJECT MANAGER

**EDUCATION**  
Bachelor of Science, University of  
Kentucky, Chemical Engineering

**LICENSURE & CERTIFICATION**  
Professional Chemical Engineer:  
Commonwealth of Kentucky (#23685)  
Professional Electrical Engineer:  
Commonwealth of Kentucky (#23685)  
Certified Commissioning Professional,  
Building Commissioning Association  
Six Sigma Green Belt, American Society  
of Quality

**PROFICIENCIES**  
Building Automation Systems  
Complex Operating Environments  
Clean Rooms and Close Tolerance  
Environments  
System Integration  
Central Utility Plants

Mr. Burks has extensive experience in the requirements of mechanical, plumbing, electrical and control systems operation. Of particular importance to this project is Mr. Burks' familiarity with electrical systems design, controls and HVAC equipment. The knowledge enables him to perform high level design review and prepare functional texts to verify sequence of operation consistency.

As a licensed Engineer and Certified Commissioning Professional, Mr. Burks has completed both engineering design and commissioning of systems and equipment for a variety of applications.

Mr. Burks has developed and directed commissioning process activities for approximately twenty years... He has designed mechanical, plumbing, electrical, and controls systems for over thirty-five years.

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

Southwest Regional Library-LEED | Fundamental & Enhanced  
Commissioning, LEED Administration | Louisville Jefferson County Metro |  
Louisville, KY

Newtown Campus Classroom Building-LEED | Total Building  
Commissioning | Bluegrass Community & Technical College System |  
Lexington, KY

**ROBERT PASS + ASSOCIATES**

309 East Market Street  
Suite 302  
Louisville, KY 40202

502 595.7632  
Fax: 595.7634  
Cell: 787.2540

rpconsultants@bellsouth.net

Construction Costs Consultants

**Robert G. Pass:**

Architectural/Structural/Civil Estimator

**YEARS EXPERIENCE**

With Robert Pass and Associates, Inc. 21 Years  
With Other Firms 4 Years



**PROFESSIONAL DEGREES**

Bachelor of Science (Hons) Kingston-Upon-Thames Polytechnic 1988

**WORK EXPERIENCE**

Architectural, structural and civil cost estimator with experience in the preparation of estimates at all levels of detail from conceptual design to construction documents for a large number of projects and experience with using Corps of Engineers software, MACACES.

Coordinate all elements of the estimate, which includes architectural, structural, civil, mechanical and electrical.

Duties also include cost advice during the design stage, Value Engineering Studies, and negotiating with contractors on change orders.

**RELEVANT EXPERIENCE**

- Kentucky State Veterans Nursing Home, Radcliff, KY
- Cedar Lake Lodge, Henry County, KY
- University of Louisville, School of Dentistry, Louisville, KY
- Oaklawn Assisted Living, Louisville, KY
- Home of the Innocents, New Facility, Louisville, KY
- The Healing Place, Louisville, KY
- The Home Place, Nursing Care Facility, Midway, KY
- Village Manor, Nursing Care Facility, Bowling Green, KY
- Harrison County Hospital Corydon, IN
- Indiana University, Riley Outpatient Center, Indianapolis, IN
- Pikeville Methodist Hospital, Pikeville, KY