

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 16, 2023, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Patrick D. Murphy Co., Inc. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the Government Center Annex & Police Headquarters - Roof Replacement as contemplated in the **OWNER**'s Request for Proposal No. #01-2023. 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. 01-2023.

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. 01-2023. (**Exhibit "A"**), and Consultant's Response dated February 01, 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. 01-2023. (**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. 01-2023 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>\$ 42,000.00</u>
Schematic Design Phase: (percentage of total services)	<u>\$ 8,400.00</u> 14%
Design Development Phase: (percentage of total services)	<u>\$ 18,000.00</u> 30%
Construction Documents Phase: (percentage of total services)	<u>\$ 12,600.00</u> 21%
Bid Phase: (percentage of total services)	<u>\$ 3,000.00</u> 5%
<u>Construction Administration Stage</u>	<u>\$ 18,000.00</u>
(percentage of total services)	30%
<u>Total Architectural/ Engineering Services</u>	<u>\$ 60,000.00</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 of Firm</u>	<u>\$ 190.00 /HR</u>
<u>Sr. Profesional/ Project Manager</u>	<u>\$ 150.00 /HR</u>
<u>Registered Architect (Other than Principal)</u>	<u>\$ 125.00 /HR</u>
<u>Roof Observer</u>	<u>\$ 85.00 /HR</u>
CAD Draftsman	<u>\$ 80.00 /HR</u>
ENG. (Principal)	<u>\$ 160.00 /HR</u>
Sr. Engineer	<u>\$ 150.00 /HR</u>
Grad Engineer	<u>\$ 120.00 /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 0 %

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services

rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

OWNER by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

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

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 01-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following:

employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

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

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

OWNER:

Linda Gorton
Mayor Linda Gorton
3/15/2023

CONSULTANT:

Jean Paul Grosse, V.P.
JEAN-PAUL GROSSE, V.P.
2/16/22



LEXINGTON

RFP-1-2023 Addendum 2
Patrick D. Murphy Co., Inc., Architects
Patrick D. Murphy Co., Inc.
Supplier Response

Event Information

Number: RFP-1-2023 Addendum 2
Title: Design Services for Government Center Annex and Police
Headquarters Roof Replacement
Type: Request For Proposal
Issue Date: 1/4/2023
Deadline: 2/1/2023 02:00 PM (ET)
Notes: Please attach response in one pdf.

Contact Information

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

Patrick D. Murphy Co., Inc., Architects Information

Contact: Jean-Paul Grivas
Address: 4606 Illinois Ave.
Louisville, KY 40213
Phone: (502) 454-5632
Email: jpgrivas@pdmarchitects.com
Web Address: www.pdmarchitects.com

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

Jean-Paul Grivas

Signature

Submitted at 2/1/2023 01:27:21 PM (ET)

jpgrivas@pdmarchitects.com

Email

Response Attachments

(PDMA) RFP 01-2023 Government Center Annex & Police Headquarters Roof Replacement.pdf

Patrick D. Murphy Co., Inc., Architects

Jean-Paul Grivas, AIA
jpgrivas@pdmarchitects.com

(PDMA) RFP 01-2023 Government Center Annex & Police Headquarters Roof Replacement

**Request for Proposal
For
Design Services for
Government Center Annex & Police Headquarters
Roof Replacement
Lexington, KY**



Request for Proposal No.: RFP #1-2023

Submitted by:



**PATRICK D. MURPHY COMPANY, INC.
4606 ILLINOIS AVE.
LOUISVILLE, KY 40213
Phone Number: (502) 454-5632
www.PDMarchitects.com**

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2a. Cover Letter & Addendums

PATRICK D. MURPHY CO., INC. ARCHITECTS

4606 Illinois Avenue • Louisville, Kentucky 40213-1923 • (502) 454-5632

January 31, 2023

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

Re: Design Services for Government Center Annex & Police Headquarters Roof Replacement
Lexington, KY 40507
RFP# 01-2023

Dear Selection Committee Members,

On behalf of myself and our well experienced Team, we are very interested and definitely want to have the opportunity to serve the Lexington-Fayette Urban County Government for the Government Center Annex & Police Headquarters Roof Replacement Project.

The Patrick D. Murphy Company, Inc. is registered with the Kentucky Secretary of State and is in good standing.

The Patrick D. Murphy Company, Inc. is registered to conduct business with IonWave.

The Patrick D. Murphy Company, Inc. is willing to enter into an agreement with LFUCG.

The Patrick D. Murphy Company, Inc. acknowledges Addendum #1, dated January 13, 2023 and Addendum #2, dated January 25, 2023. See attached addendum documents.

E-mail address' for purposes of this solicitation's requirement are: pdmurphy@pdmarchitects.com & jprivas@pdmarchitects.com.

The Patrick D. Murphy Co. Inc. Architects has successfully served Lexington -Fayette Urban County Government in the past including multiple major roof projects, including Fire Station #6, Senior Citizens Center, Family Care Center, Fire Station #1 & Plant Maintenance Building (Sludge) in 2000, OAC Building, Morton House, Fire Station #3 (EMT Unit), CALF Building & Picadome Offices in 2002 as well as the Historic Fayette County Courthouse in 2017 . See our Project Profiles in Attachment '2h' to get a better understanding of our deep and long-term involvement providing quality Roof Consulting Services to our clients.

Our Team has worked on many active campuses with varying roof ages and conditions over our 40-year history. We have brought these facilities educated options for roof restoration programs, roof overlay options and roof replacement scenarios. Each of these selections is very dependent on an in-depth Roof Audit including Infrared Roof Surveys, as required.

Our Team is exceptional at providing current cost estimates for Schematic Design through Construction Document Phases because we actually have four cost estimators that competitively bid roof projects through our construction company, Ray Nolan Roofing Co. Inc. I am one of the estimators and have 40-years of estimating experience for roof projects. The other three estimators add 100 more years of competitive roof bid experience.

The Patrick D. Murphy Co. Inc. shall provide information and education to the user agency to assist in prioritizing and selecting roof projects moving forward. We shall not only provide current and accurate estimates, but we shall also bring to the table, discussion on the lifecycle cost of the options,



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maintenance costs and Warrantee Programs. Now the user agency is making “educated decisions” based on the time value of money.

Over the years our staff has become very adept at providing everything from separate bid packages of roof projects per building to providing multi-building bid packages. We have also worked under multi-year Roof Consulting Agreements whereby the owner reserved the option to increase the design service contract to add roofing projects as additional funding became available.

In addition to the above, Our Team has provided roof management programs to hundreds of clients who wish to get more life out of their existing roof systems. We have been providing this service for 40 successful years. Our clients range from small to campus size to very large (with over 100 buildings). Our philosophy is that if a roof is designed properly, installed properly, and maintained properly it will last over 30 years and we have clients to prove it. Plus, we have created a Roof Management Training Seminar to teach clients how to self-administrate a Roof Management Program. When it comes to Roof Management Programs, we are experts.

Both Jean-Paul Grivas, AIA and Patrick D. Murphy, AIA are registered Green Roof Professionals (GRP) and have been registered for over 10 years through the Green Roofs for Healthy Cities organization. No other architectural company in Kentucky has 2 in-house Green Roof Professionals on staff. Our Team has produced past successful projects and current green roof design projects. We call this part of our practice “roofs are real estate.”

Our team has the proven ability to handle the full scope of roof consulting projects at various distances from our office. We have performed all phases of Roof Consulting throughout Kentucky, Tennessee, Indiana, Ohio, Maryland and New York. Our office is a 60-minute commute to the Government Center Annex & Police Headquarters.

Our team intends to utilize the services of a women owned company (Magna Engineers) for the Mechanical, Plumbing and/or Electrical work that is required. See Attachment ‘2g’. We have worked with Magna Engineers on many projects involving mechanical, electrical & plumbing repairs over the last several years, including Dale Hollow State Resort Park Lodge, KSB: Evans Hall, KSD: Kerr Hall & Lake Barkley State Resort Park Lodge

The Patrick D. Murphy Company Inc., Architects is uniquely qualified to perform existing roof and wall system audits, roof design, roof construction documents, roof project bidding assistance and construction administration. See Attachment ‘2g’ for our team’s organizational chart, resumes of key personnel, and additional pertinent information.

We are true Roof and Wall Consultants and perform 100% of our Architectural practice successfully consulting on all types of roof and exterior wall systems for the past 40 years. Please note: Our team does not sub-contract Roof Consulting or Infrared Surveys. This work is performed completely in-house. Plus, we have an impeccable reputation with NO litigation and NO roof failures. Our team has successfully completed over \$750,000,000.00 (construction dollars) of successful Roof and Wall Consulting projects for both sloped roofs and flat roofs.

This RFP will require a review of the current conditions and the assessment of the existing roofing systems on this facility. Over the years our highly experienced team has established a successful methodology for this type of thorough roof and wall assessment. There are two major portions to our comprehensive existing roof system assessment (known internally as our Roof Observations Audit).



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- Stage 1 Field investigation/observations on the roofs. Our team uses a 47-point checklist, including walls, doors and windows (that we have developed over 40 years of practice) on each and every roof area of each building.
- Stage 2 Office compilations of the above field observations including deck type, entrapped moisture detection, attachment, underlayment, core samples, shingle type, membrane type, weep holes and thru-wall flashing, expansion-contraction issues, water management concerns, transitions, details of construction, etc.

Once we have completed Stage 1 and Stage 2 listed above, our team organizes the pertinent information in an easy to understand Five Part Format:

- Part 1 Executive Summary (Problems, Solutions, Budgets)
Part 2 CAD Documented Detailed Roof Plans
Part 3 Existing Condition Report for each roof section and any wall conditions
Part 4 Existing Condition Photos with captions and explanations
Part 5 Recommended Solutions and Budgets

The above Roof Observation Audit is the foundation for all our Roof Consulting Projects and all of our Roof Management Programs. It is utilized as a tool to promote healthy dialogue and promote comprehensive, educated decisions as the project progresses. We have successfully produced over 5,000 Roof Observation Audits in the past 40 years. Our team has become extremely efficient at producing them on a timely basis. We can easily accommodate the design schedule as established in this RFP for the construction bid deadline.

The Patrick D. Murphy Company, Inc., Architects has a unique status in the Roof Consulting arena due to the composition of our Project Team. We have experienced personnel in sloped roofing (shingles, slate, tile and metal) and all phases of the flat roofing (2-ply modified bitumen, built-up roofing, and single ply roofing). Our in-house project team has hands-on, daily experience in roof design and construction of over 300 cumulative years. Daily we draw upon our personnel from two family companies with blended staff. One of these companies is Ray Nolan Roofing Co. Inc. and the other is the Patrick D. Murphy Company Inc., Architects. Patrick is President of both companies and they operate under one roof. There is no conflict of interest as Ray Nolan Roofing does not bid on Patrick D. Murphy Co., Inc. projects.

The combination of this experience channeled through the Architectural Company is very powerful in completing all projects on-time and on-budget. Please consider the following strengths:

- We have seven (7) people on staff that have years of experience in expediting the field work for our Roof Observation Audits. We also have seven (7) additional staff members that we can utilize from Ray Nolan Roofing, if required or needed.
- Our team has seven people on staff that work together seamlessly to produce the Five Part Format for our thorough Roof Observations Report and basis of the Roof Management Program.
- The Patrick D. Murphy Company Inc., Architects has four estimators on staff that compile detailed construction cost estimates in a competitive environment on a daily basis with line item calculations including all materials, labor, overhead, profit, and all tools and equipment. This is why you can take our projected construction budgets to the bank. See attached Example of Budgeting Capabilities sheets in Attachment '2j'.
- Our Construction Documents are exceptional because we are now responding to our comprehensive Roof Observations Audit.



Member - American Institute of Architects



PATRICK D. MURPHY CO., INC. ARCHITECTS

4606 Illinois Avenue • Louisville, Kentucky 40213-1923 • (502) 454-5632

- We provide custom details of construction for all project specific aspects of expansion/contraction, water management modalities, roof transitions, edge details, ice and water shield, wind uplift attachments, fire ratings, Energy Code compliance, masonry, masonry interface, etc. Our team is known for providing a significant amount of construction details to assist proper bidding and ultimately minimize the need for change orders.
- Our team is knowledgeable in all aspects of shingle sloped roofs and metal sloped roofs, 2-ply modified bitumen and all single-ply roof systems for specification coordination and communication. We utilize our proprietary in-house checklist for quality Control and coordination between Specifications and Drawings.
- Our team is experienced and well-versed in assisting the Owner when hosting the Pre-Bid Conference. Our team utilizes a Pre-Bid Checklist that we have developed over the years, and shared with the Commonwealth of Kentucky, when we participated in rewriting their Policy and Procedure Manual related to roof construction.
- The Patrick D. Murphy Company Inc., Architects assists in hosting the Pre-Construction Conference with the awarded roof contractors to establish safety, OSHA compliance, schedules, coordination, communication, emergency procedures with a time proven and thorough checklist that ties back to our Construction Documents.
- Our team is fully engaged as the roof construction project begins, however, let's define engaged. Please remember that our team goes far beyond the general knowledge of architectural construction administration of roof projects because we also provide actual project management of roof construction projects on a daily basis through the roof construction company. This knowledge, combined with our thoroughly detailed and coordinated Construction Documents, assures our clients that their roof projects will finish on-time and on-budget. Don Harpring lives in Versailles, KY with 35 years of Construction Administration experience.
- Jean-Paul Grivas is on the National Roofing Contractors Association Technical Operations Committee and Manual Update Committee. This gives us exceptional access to resources for design and construction of reroof scenarios.

Our team works together seamlessly and efficiently, with complete involvement and dedication.

Patrick D. Murphy, AIA is the Principal in charge for all projects. Patrick shall be involved in the participation and review of all site visits and compilation of field observations in Stage 1 and Stage 2 including the Five Part Format for Roof Observation Audits. Additionally, Patrick will participate in all design construction and cost estimates, construction documents, bidding process, and construction administration.

Jean-Paul Grivas, AIA shall be the Project Manager of all projects and work closely with Patrick in the reviews of all Roof Observation Reports. Jean-Paul shall produce Preliminary Design options and Construction Documents. Jean-Paul will assist in conducting the Pre-Bid Conference, the Pre-Construction Conference, and coordinate site visits and host Progress Meetings.

Monica Murphy, MBA and registered Roof Observer (RRO) will assist in coordinating the data in the Roof Observation Audit Reports. Further, Monica shall be involved in the construction process for quality control and timely reporting on a daily basis through the successful closeout of the Project.

Daniel Wiseman, CDT shall be creating the technical specifications for each project. Plus, Daniel will work through our internal quality control checklist for coordination with design, the details of construction, and the cost estimates.



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PATRICK D. MURPHY CO., INC. ARCHITECTS

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Robert Sharp, Sean Murphy, and Paola Murphy provide CAD, clerical, and office supports as we create the reports, configure the cost estimates, produce the reviews and publish the various conference/meeting minutes.

Greg McAuliffe provides experience from 30 years of involvement in steep sloped and metal roofing of all types. Greg shall assist in design decisions, details of construction, construction cost estimating, and scheduling. Please NOTE: Ray Nolan Roofing Co. is certified at Master Contractor Levels for various shingle manufacturers, such as, Certain-Teed, GAF and Owens Corning.

Mike Hock provides over 35 years of experience with both sloped and flat roof systems. Mike shall also be an advisor to assist in design decisions, details of construction, construction cost estimating, and project scheduling.

Don Harpring and Tony Payne have over 65 years of both sloped roof and flat roof installation, as well as onsite project management and roof observations. Please note that Don Harpring lives in Versailles and can be onsite in 20 minutes of a phone call. He has 35 years of hands-on experience in the roofing industry. They shall assist with onsite observations during construction.

In closing, we would be honored to be selected to serve the Lexington-Fayette Urban County Government for the Design Services for Government Center Annex & Police Headquarters Roof Replacement, RFP 01-2023.

Thank you for your consideration.

Sincerely,



Patrick D. Murphy, AIA
President, Patrick D. Murphy Co. Inc., Architects



Member - American Institute of Architects



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #1-2023

Date: January 13, 2023

Subject: Design Services for Government Center Annex & Police
Headquarters Roof Replacement

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

See attached HVAC drawings for reference only.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Patrick D. Murphy Co., Inc. Architects

ADDRESS: 4606 Illinois Ave., Louisville, KY 40213

SIGNATURE OF BIDDER:



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

RFP Number: #1-2023

Date: January 25, 2023

Subject: Design Services for Government Center Annex & Police
Headquarters Roof Replacement

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Pre-proposal sign-in sheet is attached.
2. Review of the roof drain systems, overflow requirements, and replacement of faulty drains shall be considered as part of the overall design scope.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Patrick D. Murphy Co., Inc. Architects

ADDRESS: 4606 Illinois Ave., Louisville, KY 40213

SIGNATURE OF BIDDER:



2b. Additional Company Information

PATRICK D. MURPHY CO., INC. ARCHITECTS
FIRM'S EXPERIENCE and EXPERTISE

The Patrick D. Murphy Co., Inc. Architects is a firm founded by a Registered Architect, Patrick D. Murphy that chose to specialize exclusively in the area of Roof Consulting. One major advantage of providing Roof Consulting as a Team of Registered Architects is that we understand the inner workings of the complete building system and how these systems relate to the roof including masonry, metal, water management and expansion and contraction.

From the beginning both Architecture and Roofing have been the primary family business. This has been a unique and unusual environment that created the Patrick D. Murphy Co., Inc. Architects success in the world of Roof Consulting.

110 years ago Thomas J. Nolan (Patrick's grandfather) started his Architectural business in 1911. Two uncles and two cousins continued the business. Patrick is the youngest grandson but not the most recent to enter the Architecture business. Jean-Paul Grivas (Patrick's favorite nephew) entered the business as the fourth generation registered Architect. We are very proud of our century plus heritage of Architecture and family business.

Concurrent with this history... Patrick's other uncle and father founded the Ray Nolan Roofing Co., Inc. in 1957. It has been a long standing and successful roof construction company.

In 1982 Patrick left Nolan & Nolan Architects and came to Ray Nolan Roofing Co., Inc. to work with his father and uncle in the roof construction industry. Patrick has been involved the day to day operations from 1982...forward to the present.

Also in 1982 Patrick founded his Architecture Company and devoted it to the field of Roof Consulting. This Company has developed a magnificent Team (see organization chart) of Roof Consultants since 1982 including Jean-Paul Grivas, AIA and Patrick's daughter, Monica Murphy, MBA, RRO and son Sean Murphy. And of course, Patrick acknowledges a great deal of their success to his wife, Paola who has been the Office Manager from the beginning.

We as an Architectural Company became a powerhouse of Roof Consulting because all Team Members of the Patrick D. Murphy Co., Inc. also work hands-on daily at Ray Nolan Roofing Company. Our Team has over 300 years of daily roof experience in both roof design and roof construction. No one in the Commonwealth of Kentucky or the Region has this depth and diversity of experience.

There is NO conflict of interest because the Ray Nolan Roofing Co., Inc. NEVER bids on the Patrick D. Murphy Company's Architectural work. However, please NOTE...this expertise is of great benefit to our clients. We know all of the "tricks of the trade" when it comes to roof construction. We do not allow short cuts and always deliver a perfect product. Patrick D. Murphy Co., Inc. Architects has no roof failures and never been involved in litigation of any type.

Our Team approaches every roof project with all of the cumulative expertise and a great deal of passion. We have enjoyed working with the Commonwealth of Kentucky and many other clients to resolve roof issues in the past.

We have also brought this energy, passion and experience to notable Roof Consulting clients such as...

- The Commonwealth of Kentucky's State Capitol
- Projects in multiple Kentucky County School Systems
 - Fayette County Schools
 - Washington County Schools
 - Anderson County Schools
 - Garrard County Schools
 - Franklin County Schools
 - Eminence County Schools
 - Logan County Schools
- The Kentucky Center for the Arts
- All the Roof Consulting for the Louisville Regional Airport Authority - Exclusive Roof Consultant 22 years
- All of the Roof Consulting for the Louisville Water Company - Exclusive Roof Consultant 13 years
- All of the Roof Consulting at CVG Airport - Exclusive Roof Consultant 4 years
- My Old Kentucky Home Visitors Center
- U of L JB Speed Scientific School
- U of L School of Law Brandeis
- Lexington Fayette Urban County Government – original 100 year old+ Court House
- Roof Consulting Projects in the Archdiocese of Cincinnati and Ohio
- Roof Consulting Projects in New York and Maryland
- Louisville Memorial Auditorium
- Kentucky Department of Parks
 - East Park Resorts – Greenbo Lake, Carter Caves, Jenny Wiley, EP Sawyer, General Butler, Kincaid Lake, Fort Boonesboro, General Burnside, Pine Mountain.
 - West Park Resorts – Lake Barkley, Dale Hollow Lake, Kenlake, Columbus-Belmont, JJ Audubon.

And these are just a few of the many projects that the Patrick D. Murphy Co., Inc. has successfully completed in the past 39 years. All in all, our staff has completed over \$750,000,000.00 million dollars of successful Roof Consulting Projects.

In addition to the above experience please consider the following:

Patrick Murphy has been the past President of the Kentucky Roofing Contractors Association (3 times) in 1987, 1988 and 1997. Patrick is the past President of the Kentucky Chapter of Roofing Consultants Institute (RCI) (Currently referred to as IIBEC). Under his leadership of 2 terms, the Chapter became the Mid South Chapter of

the RCI by merging both Kentucky and Tennessee Roof Consulting Associations together.

Jean-Paul Grivas is a past President of the Kentucky Roofing Contractors Association, past National Roofing Contractors Association (NRCA) Board Member, past Chairman (and current Committee Member) for two years of the NRCA Manual Update Committee and current Chairman of NRCA's Technical Operations Committee. Jean-Paul also received the AIA Emerging Architect award in 2013 and is the past President for the Central Kentucky Chapter of the American Institute of Architects (AIA).

Both Jean-Paul and Patrick are certified as Green Roof Professionals through the organization of Green Roof for Healthy Cities for sustainable roof solutions.

Daniel E. Wiseman has worked in Architectural Practice for 49 years. He has worked at the Patrick D. Murphy Co., Inc. Architects and Ray Nolan Roofing Co., Inc. for 33 continuous years. Daniel does all of the Technical Specification writing and has been a member of the Construction Specifications Institute (CSI) for years where he earned his Construction Document Technology (CDT) certification.

Monica Murphy has a Masters in Business Administration and has achieved a Certificate in Accounting. Monica was the first female President of the Kentucky Roofing Contractors Association (2 terms). She is also a Certified RRO (Registered Roof Observer) through IIBEC (formerly know as the Roof Consultants Institute). Monica is a past Board Member of the National Roofing Contractors Association & currently is a Committee Member on several NRCA Committees. Monica is involved in both field operations and internal QC for operations at both companies.

Our staff gives back to the Roof Industry by providing quality education. We has assisted as speaker at BURSI (Better Understanding of Roofing Systems Institute) for the Commonwealth of Kentucky. Plus we have created and delivered Educational Programs for the Kentucky Department of Parks, the Kentucky Department of Corrections, CVG Airport and many others. We also host AIA Registered Provider Continuing Education Courses for Roofing. Our Team has hosted classes in Louisville, Lexington and Covington over the many years of giving back.

In conclusion, Patrick D. Murphy Co., Inc. Architects is extremely unique because of the cross pollinization of Roof Architectural design and "hands-on" Roof Construction for all staff members on a daily basis. This has lead to our over-whelming success for over three decades of successful Roof Consulting with NO roof failures and NO litigation.

Along the way our staff has been honored to serve the leadership capacity for the Kentucky Roofing Contractors Association, the American Institute of Architects, the Roofing Consultants Institute and the National Roofing Contractors Association.

It is a continuing joy to give back to the Roof Industry by providing quality education for others to effectively identify roof problems and to be empowered to seek educated options for solutions.



Magna Engineers is a woman-owned consulting engineering company providing electrical, mechanical, and instrumentation/controls engineering services. Magna was founded in 2011, and started with a group of mechanical and electrical engineers with a history of working together toward a common goal of innovative and solid engineering practices. Magna is based in Lexington, with a branch office in Louisville.

Magna is a certified Economically Disadvantaged Woman-Owned Small Business in accordance with Small Business Administration (SBA) requirements, and is a certified Women Business Enterprise (WBE) with the Women's Business Enterprise National Council (WBENC). Magna Engineers is listed as an approved WBE with the Louisville-Jefferson County Metropolitan Sewer District.

Electrical engineering design services include low and medium voltage power distribution, interior and exterior lighting, fire alarm, communication systems (including fiber optic and wireless), power quality, security and video surveillance, lightning protection systems, and alternative energy designs. Mechanical engineering design services include geothermal heating and cooling systems, variable refrigeration systems, as well as other traditional HVAC systems, and energy management systems. We also provide plumbing and fire protection designs including fire pump systems.

While Magna Engineers' primary service offering is design for construction, we also perform power system studies, facility assessments, energy audits, life-cycle cost analysis, cost estimating, value engineering, and constructability reviews.

Our staff of professional and LEED accredited engineers and technicians have a combined experience of over 150 years, and have completed projects in a broad market range, including the following:

- Municipal
- Correctional and Justice
- Military
- Industrial
- Water/Wastewater
- Educational
- Recreational
- Commercial
- Medical
- Multi-Family

Experience with design-bid-build, design-build, and construction management projects gives us a unique perspective to various delivery methods, and flexibility with contracting arrangements.

Our goal at Magna Engineers is to provide quality service and ultimate satisfaction of our clients. While we may be a relatively new company, our track record for superior service by our staff members is long, and we intend to continue to improve and expand our mission for excellence as we move forward.

2c. Customer Satisfaction Tracking

CUSTOMER SATISFACTION

Patrick D. Murphy Co., Inc., Architects tracks Customer Satisfaction through

1. Post-Construction Project in-person meetings with our client, where we review the Design & Construction Process with our client and ask for feedback on our performance.
2. Post-Construction Surveys that measure Overall Satisfaction (Overall quality of services, perceived quality of services, client experience, were client's needs fulfilled) & likelihood of engaging our services in the future.
3. A 3-6 month follow-up call or contact to ensure that the design items are still functioning properly.

2d. Continuing Education



Transcript for **Jean-Paul G. Grivas 30141264**
Date Range **From 01/01/2020 To 12/31/2022**

Total LUs **70.25**
Total HSWs **65.75**

Completion Date	Course #	Course Name	Provider Name	Learning Units
12/31/2022	ODVESARMA1221	Building Better with Thermal Breaks	Hanley Wood, LLC	1.00 - HSW
10/06/2022	SIPPTCS2022	Interactive Case Studies	Siplast	1.00 - HSW
10/06/2022	SIPPTTER2022	PMMA Waterproofing for Vehicular Traffic	Siplast	1.00 - HSW
10/06/2022	SIPPTLWIC2022	Reusable Insulation System Design & Demonstration	Siplast	1.50 - HSW
10/06/2022	SIPPTLIQ2022	PMMA Technology & Demonstration	Siplast	3.00 - HSW
10/05/2022	SIPPTPVC2022	PVC KEE Membrane, Systems & Demonstration	Siplast	1.50 - HSW
10/05/2022	SIPPTSBS2022	SBS-Modified Bitumen Membrane Composition & Demonstration	Siplast	1.50 - HSW
09/07/2022	20220907	CAN ARCHITECTS CHANGE PEOPLE'S LIVES? The Muhammad Ali Center - A Case Study	EOP Architects	1.00 - HSW
04/19/2022	22CKCCCD	COVID & Clinic Design Lecture & Tour	AIA Central Kentucky	1.00 - HSW
04/14/2022	K2002KE	Why Use Cover Boards in North America?	BNP Media	1.00 - HSW
04/12/2022	vegsysrfg	Designers Guide to Vegetative Roof Systems	Firestone Building Products	1.00 - HSW
04/12/2022	RFGtpopvc	Understanding Thermoplastics - Why TPO and PVC are Winning on the Rooftop	Firestone Building Products	1.00 - HSW
03/01/2022	22CKCDES	Driving Energy Savings With Building Data	AIA Central Kentucky	1.00 - HSW
03/01/2022	22CKCDR	Disaster Relief SEER Program	AIA Central Kentucky	1.00 - HSW
02/28/2022	SIPLW2021	Reusable Insulation Systems for Roofing & Waterproofing Applications	Siplast	1.00 - HSW

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Transcript for **Jean-Paul G. Grivas 30141264**
Date Range **From 01/01/2020 To 12/31/2022**

Total LUs **70.25**
Total HSWs **65.75**

Completion Date	Course #	Course Name	Provider Name	Learning Units
09/24/2021	CV21KICC	Kentucky International Convention Center Renovation & Expansion	AIA Kentucky	1.50 - HSW
09/24/2021	CV21WIM	Architecture 2100: Why It Matters Today	AIA Kentucky	1.00 - HSW
09/24/2021	CV21SS	Lynn Family Soccer Stadium Tour	AIA Kentucky	1.50 - HSW
09/24/2021	CV21RCF	Reducing The Carbon Footprint of Concrete	AIA Kentucky	1.25 - HSW
09/24/2021	CV21AI	Amazing Interior Spaces in Downtown Louisville	AIA Kentucky	1.50 - HSW
09/23/2021	CV21KN1	Designing a Future that Leverages Technology for Good	AIA Kentucky	1.25 - HSW
09/23/2021	CV21MA	Muhammad Ali Center Tour	AIA Kentucky	2.00 - HSW
09/23/2021	CV21AU	Acupuncture Urbanism	AIA Kentucky	1.25 - HSW
06/17/2021	MSMC07	Metal Panels 101	Metal Sales Manufacturing Corp	1.00 - HSW
06/17/2021	AWIPAIACES02	Insulated Roof Decks	All Weather Insulated Panels	1.00 - HSW
01/01/2021	HBG06D	Timeless Columns in Contemporary Design	Ron Blank & Associates, Inc	1.00 - HSW
01/01/2021	MOR04C	Proper Design and Installation of Adhered Masonry Veneer	Ron Blank & Associates, Inc	1.00 - HSW
01/01/2021	ECS09C	Industrial Resinous Flooring Systems	Ron Blank & Associates, Inc	1.00 - HSW
12/20/2020	AZK06A	Railing Made Simple	Ron Blank & Associates, Inc	1.00 - HSW
12/20/2020	AGC09D	FEVE Architectural Coatings: High Performance Coatings for Expansive, Sustainable Design	Ron Blank & Associates, Inc	1.00 - HSW

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Transcript for **Jean-Paul G. Grivas 30141264**
Date Range **From 01/01/2020 To 12/31/2022**

Total LUs **70.25**
Total HSWs **65.75**

Completion Date	Course #	Course Name	Provider Name	Learning Units
12/20/2020	APRO7A	Rooftop Equipment Securement: Codes and Solutions	Ron Blank & Associates, Inc	1.00 - HSW
12/20/2020	BCD07C	Life Safety with Rooftop Accessories	Ron Blank & Associates, Inc	1.00 - HSW
12/20/2020	MRI07B	Snow Retention Devices: The Good, The Bad and The Ugly	Ron Blank & Associates, Inc	1.00 - HSW
12/20/2020	SMA09B	Three Coat Stucco System	Ron Blank & Associates, Inc	1.00 - HSW
12/19/2020	ULT05B	Pedestrian Cable Railings: Guardrails with Cable Infill	Ron Blank & Associates, Inc	1.00 - HSW
12/19/2020	MDM05B	Cast to Last: Architectural Metal Castings	Ron Blank & Associates, Inc	1.00 - HSW
11/17/2020	20CKCBRP	Best Roofing Practices	AIA Central Kentucky	1.00 - Elective
10/13/2020	20CKCBD	Can My BizDev Team Compete Now?	AIA Central Kentucky	1.00 - Elective
09/18/2020	20KYDA	AIA KY 2020 Design Award Recipients	AIA Kentucky	1.00 - HSW
06/30/2020	PVC301-CST	PVC Roofing Materials - Performance, Construction, Functionality	Carlisle Construction Materials	1.00 - HSW
06/16/2020	FB301-CST	Fleece Membranes and Urethanes Adhesive - Industry Leading Performance	Carlisle Construction Materials	1.00 - HSW
06/08/2020	SVT08B	Architectural Applications of Water Protection Systems	Ron Blank & Associates, Inc	1.00 - HSW
06/07/2020	DIE05P	Proper Specification and Installation Recommendations for Nonstructural Wall Framing	Ron Blank & Associates, Inc	1.00 - HSW
06/07/2020	PLL05B	Access Ladders & Stairways: Design and Code Solutions	Ron Blank & Associates, Inc	1.00 - HSW
06/07/2020	NYS07A	Managing Building Movement with Joints	Ron Blank & Associates, Inc	1.00 - HSW

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Total LUs **70.25**
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<u>Completion Date</u>	<u>Course #</u>	<u>Course Name</u>	<u>Provider Name</u>	<u>Learning Units</u>
06/07/2020	ICY07D	Continuous Insulation: The Modern Alternative to Traditional Rigid Foam Board	Ron Blank & Associates, Inc	1.00 - HSW
06/06/2020	NOC09B	One Coat Stucco in Modern Society	Ron Blank & Associates, Inc	1.00 - HSW
05/17/2020	RUS07B	We've Got You Covered: Fluid-Applied Roofing Systems	Ron Blank & Associates, Inc	1.00 - HSW
05/17/2020	NGC07A	Advantages of Using Cover Boards in Low-slope Roofing Assemblies	Ron Blank & Associates, Inc	1.00 - HSW
05/16/2020	OMG07A	Cutting-Edge Code Compliance	Ron Blank & Associates, Inc	1.00 - HSW
05/16/2020	TRA07B	Let It Snow: Modern Snow Retention Systems	Ron Blank & Associates, Inc	1.00 - HSW
05/16/2020	OMG07B	Using Electromagnetic Induction Welding to Secure Roofs	Ron Blank & Associates, Inc	1.00 - HSW
04/15/2020	BE101-CST	The Building Envelope Solution	Carlisle Construction Materials	1.00 - HSW
03/29/2020	K1512P	Cool Roofs for a Hot Planet	BNP Media	1.00 - HSW
03/29/2020	K1511C	Controlling Moisture in Masonry	BNP Media	1.00 - HSW
03/28/2020	K2002B	Cable Railing Systems	BNP Media	1.00 - HSW
03/28/2020	K1801B	Vertical Living Green Walls: Designing for Sustainability	BNP Media	1.00 - HSW
03/22/2020	K2003D	Integrated Water Intrusion Management Solutions for Multifamily Units	BNP Media	1.00 - HSW
03/22/2020	K1504P	Vapor Control: Considerations for Designers and Specifiers	BNP Media	1.00 - HSW
03/03/2020	20CKCEXPO1	2020 AIA CKC/CSI Louisville Trade Fair	AIA Central Kentucky	1.00 - HSW

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Total LUs **70.25**
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<u>Completion Date</u>	<u>Course #</u>	<u>Course Name</u>	<u>Provider Name</u>	<u>Learning Units</u>
03/03/2020	20CKCDW	Distillery and Welcome Center Design, Construction Operation & Maintenance-The Owner's Perspective	AIA Central Kentucky	1.00 - Elective
03/03/2020	20CKCSB	The Story of Bourbon-From Master Planning to Production and Visitor's Facilities Design	AIA Central Kentucky	1.50 - Elective
02/26/2020	CEU10043	Understanding Porcelain and Ceramic Tiles	CEU Events	1.00 - HSW

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ID: 37859



Monica Murphy

[Logout](#)[Home >](#)

View CEH Credit History

Your CEH credits are listed below.

Date	Course Name	Type	Quantity	(edit) (delete)
10/13/2021	NRCA Legal Conference 2021	CEH	11.00	(edit) (delete)
10/13/2020	NRCA Virtual Legal Conference	CEH	9.00	(edit) (delete)
3/12/2020	NRCA Legal Con	CEH	5.00	(edit) (delete)
2/13/2019	R-Value Optimization for Low Slope Roofs	CEH	1.00	(edit) (delete)
2/12/2019	Why Preventative Maintenance: The Benefits of Being Proactive	CEH	1.00	(edit) (delete)
2/12/2019	Emerging Business Technology in the Roofing Industry	CEH	3.00	(edit) (delete)
2/12/2019	How Effective Project Leaders Achieve HUGE Results	CEH	1.50	(edit) (delete)
2/11/2019	Ignoring the Tap on the Shoulder	CEH	1.50	(edit) (delete)
2/11/2019	Profit Is Important.... But Cash Flow Is Critical!	CEH	1.50	(edit) (delete)
2/11/2019	IRE Exhibition	CEH	3.00	(edit) (delete)
6/29/2018	KRCA Day on the Hill	CEH	2.00	(edit) (delete)
4/18/2018	Carlisle Product Presentation	CEH	2.00	(edit) (delete)
3/5/2018	Roofing Systems	CEH	1.00	(edit) (delete)
3/5/2018	Roofing Systems	CEH	1.00	(edit) (delete)
3/5/2018	Roofing Systems	CEH	1.00	(edit) (delete)
2/8/2018	KRCA Attorney Presentation on Industry Issues	CEH	2.00	(edit) (delete)
11/2/2017	Roofing Symposium	CEH	2.00	(edit) (delete)
11/2/2017	Building Envelope	CEH	3.00	(edit) (delete)
10/25/2017	EKU Construction Management: Construction Contracts Course	CEH	4.00	(edit) (delete)
10/18/2017	EKU Construction Management: Plan Reading Course	CEH	4.00	(edit) (delete)
10/11/2017	EKU Construction Management: Estimating Course	CEH	4.00	(edit) (delete)
10/4/2017	EKU Construction Management: Scheduling Course	CEH	4.00	(edit) (delete)
7/6/2017	Roofing Systems Seminar - Presenter	CEH	6.00	(edit) (delete)
5/16/2017	Drone Use in Roofing	CEH	2.00	(edit) (delete)
4/25/2017	Roofing Systems Seminar - Presenter	CEH	4.00	(edit) (delete)
3/23/2017	Project Management - Ohio River Bridges Project	CEH	4.00	(edit) (delete)
3/14/2017	Wind Design for Low Sloped Roofs Part I	CEH	3.00	(edit) (delete)
3/14/2017	Wind Design for Low Sloped Roofs Part II	CEH	8.00	(edit) (delete)
11/3/2016	Political Environment of Roofing Industry	CEH	8.00	(edit) (delete)
11/4/2015	Safety Management	CEH	4.00	(edit) (delete)
10/23/2015	Roof Management vs. Crisis Management	COURSE CREATION	2.00	(edit) (delete)
3/19/2015	NRCA Fall Protection	CONVENTION SPEAKER	3.00	(edit) (delete)
3/17/2015	RCL-KY & AIA-CKC: Air Barriers	COURSE CREATION	7.00	(edit) (delete)
		CHAPTER	4.00	(edit) (delete)

10/16/2014	Roofing Systems Seminar	CONVENTION SPEAKER	6.00	(edit) (delete)
4/30/2014	PMMA Liquid Applied Roofing and Waterproofing Systems	COURSE CREATION	2.50	(edit) (delete)
2/13/2014	Roofing Design Conference	COURSE CREATION	4.00	(edit) (delete)
1/1/2013	Roofing Systems Seminar (3=0 for 2012, 3 for 2013)	COURSE CREATION	3.00	(edit) (delete)
1/1/2013	2012 RCI Annual Convention (7=0 for 2012, 7 for 2013)	CONVENTION	7.00	(edit) (delete)
10/8/2012	SBS Modified Bitumen Membrane Composition, Roof System Design & Composition PMMA	COURSE CREATION	4.00	(edit) (delete)
8/21/2012	Roofing Systems Seminar (3=0 for 2012, 3 for 2013)	COURSE CREATION	0.00	(edit) (delete)
3/20/2012	2012 RCI Annual Convention (7=0 for 2012, 7 for 2013)	CONVENTION	0.00	(edit) (delete)
3/16/2012	RRO Exam - Dallas, Tx	COURSE CREATION	1.00	(edit) (delete)
3/16/2012	Passed RRO Exam, CEHs Exempt for 2012	COURSE CREATION	0.00	(edit) (delete)
12/1/2011	RTQA - Atlanta, GA 12/2011	CHAPTER	16.00	(edit) (delete)

[Report CEH Credits](#)

[Go Home](#)



Transcript for **Patrick D. Murphy 30018838**
Date Range **From 01/01/2020 To 12/31/2022**

Total LUs **52.00**
Total HSWs **45.50**

Completion Date	Course #	Course Name	Provider Name	Learning Units
06/07/2022	BSODI2022	Elevating Design with Architectural Stone Veneer	Hanley Wood, LLC	1.00 - HSW
06/07/2022	HWODHUBI120	Managing Condensation and Thermal Performance with Continuous Insulation	Huber Engineered Woods	1.00 - HSW
06/07/2022	PERCI422	Designing to the Edges – Exploring Community-Led Architecture	Hanley Wood, LLC	1.00 - HSW
06/07/2022	ONLBN322	Adaptability and Space Division with Modular Shelving	Hanley Wood, LLC	1.00 - HSW
06/07/2022	ODSZ3224	Designing Minimalist Kitchens that Maximize Style	Hanley Wood, LLC	1.00 - HSW
06/07/2022	ODNRMCA422	Life Cycle Assessment of Concrete Buildings	Hanley Wood, LLC	1.00 - HSW
06/07/2022	MITEKI2022	Fully Integrated Collaboration in the Construction Process	Hanley Wood, LLC	1.00 - Elective
06/07/2022	Jac322	The Wellness Experience – Hydrotherapy with Jetted Freestanding Bathtubs	Hanley Wood, LLC	1.00 - HSW
06/07/2022	CPRESOD2020	Residency: Urban Land Use and Growth	Hanley Wood, LLC	1.00 - HSW
06/05/2022	ODThinkWood522	Innovations in Wood: Understanding the Latest Advances in Wood Research and Design	Hanley Wood, LLC	1.50 - HSW
06/05/2022	ODNucor0422	Where Your Steel Comes From, and Why it Matters	Hanley Wood, LLC	1.00 - HSW
06/05/2022	ODInnotech322	Design Options for Aluminum Balconies and Awnings	Hanley Wood, LLC	1.00 - HSW
06/05/2022	ODgrasstex422	Innovations in Turf Technology and Applications for the Hospitality Industry	Hanley Wood, LLC	1.00 - HSW
06/05/2022	AR6223	Meeting the Energy Needs of Warehouse Facilities with Propane	Hanley Wood, LLC	1.00 - HSW
02/28/2022	SIPLW2021	Reusable Insulation Systems for Roofing & Waterproofing Applications	Siplast	1.00 - HSW

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Transcript for **Patrick D. Murphy 30018838**
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Completion Date	Course #	Course Name	Provider Name	Learning Units
06/06/2021	ARI02019-3	Testing, Certification, and Installation of Commercial Roofing Products that Meet Thermal, Fire, Wind, and Impact Standards	Hanley Wood, LLC	1.00 - HSW
06/06/2021	TWHOSTI220	Designing Beneficial Spaces for Living, Working and Well-being	Hanley Wood, LLC	1.00 - HSW
06/06/2021	JW112018	High Tech Wood Windows: Design Challenges and Solutions	Hanley Wood, LLC	1.00 - Elective
06/06/2021	AR6216	Using Technologically Advanced Metal Building Products in LEED, Net Zero, and Passive Buildings	Hanley Wood, LLC	1.00 - HSW
06/06/2021	AR6213	Sustainable and Renewable Coastal Softwood Timbers – The Environmental Choice	Hanley Wood, LLC	1.00 - HSW
06/06/2021	ARI12020-3	Settling In: Sustainable Strategies for Designing Affordable Multifamily Housing Programs	Hanley Wood, LLC	1.00 - HSW
06/06/2021	AR062020-2	Western Red Cedar The Renewable, Sustainable Choice	Hanley Wood, LLC	1.00 - HSW
06/03/2021	LACINTSPA1120	Creating Integrated Spaces for Wellbeing Using Folding, Multi-Slide, and Swing Door Wall Systems	Hanley Wood, LLC	1.00 - HSW
06/03/2021	ARO22021-1	The Future of Urbanization	Hanley Wood, LLC	1.00 - HSW
06/03/2021	HWUPERCOD02	Propane Gas Systems: Considerations for Residential Construction	Hanley Wood, LLC	1.00 - HSW
06/03/2021	MV1120	Architect's Guide to Specifying and Installing Gas Fireplaces: Finding the Right Fit	Hanley Wood, LLC	1.00 - HSW
06/03/2021	TRAHOLSOLO121	Holistic Solutions to a Healthy Indoor Environment	Hanley Wood, LLC	1.00 - HSW
06/03/2021	ODHW720-MAS	Understanding Shooter/Attack-Resistant Door Opening Solutions	Masonite Architectural	1.00 - HSW
11/17/2020	20CKCBRP	Best Roofing Practices	AIA Central Kentucky	1.00 - Elective
10/16/2020	AmbImpWel06202	Improve Employee Well-being, Engagement, and Productivity with Biophilic Design	Hanley Wood, LLC	1.00 - HSW

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Completion Date	Course #	Course Name	Provider Name	Learning Units
10/14/2020	PKLO42020	Waterproof and Stain Resistant: Benefits of Sustainable Plastic Wall Panels and Ceiling Tiles	Hanley Wood, LLC	1.00 - HSW
10/14/2020	PhOCWell0220	Improve Occupant Wellness & Productivity with Solar Shading Fabrics	Hanley Wood, LLC	1.00 - HSW
10/14/2020	MATFOL2020	Building Sustainably: Fire Safety and Design Solutions for Building with Heavy Timber	Hanley Wood, LLC	1.00 - HSW
10/14/2020	BNLouv0620	Design that Fools the Senses: Replicating Wood Slats and Louvers with Aluminum and Non-PVC Film	Hanley Wood, LLC	1.00 - HSW
10/14/2020	AzekSUS0820	The Sustainability of Synthetic Materials Used for Decking, Trim, and Patio Projects	Hanley Wood, LLC	1.00 - HSW
10/14/2020	AR052020-3	Smarter Innovation: Understanding Theories of Exnovation to Adopt New Innovations, Overcome Risk Aversion, and Build Better Decks	Hanley Wood, LLC	1.00 - HSW
10/14/2020	AR082020-4	Sensory Design and Eliciting Emotion: Theories of Home, Living, and What it Means to Experience a Space	Hanley Wood, LLC	1.00 - HSW
10/14/2020	AR052020-1	Fire Engineering for Structural Steel Buildings	Hanley Wood, LLC	1.00 - HSW
10/13/2020	ABKEYLOCK0620	Protecting Critical Infrastructure with an Electro-Mechanical Intelligent Key Locking System	Hanley Wood, LLC	1.00 - HSW
10/13/2020	ODGKDARMESH620	Enhancing the Built Environment with Architectural Metal Fabric	Hanley Wood, LLC	1.00 - HSW
10/13/2020	AR092020-1	Breaking In: Designing and Strategizing for Successful Multifamily Housing Projects	Hanley Wood, LLC	1.00 - HSW
10/13/2020	AR082020-3	Addressing the Pains of Increased Disinfection Protocols on Architectural Wall Coatings in Healthcare: A Prescription for Success	Hanley Wood, LLC	1.00 - HSW
10/13/2020	AR082020-1	Designing the Outdoor Oasis: Ensuring Client Satisfaction through Effective Project Management	Hanley Wood, LLC	1.00 - HSW
10/13/2020	ODBPValPai0630	Value of Paint	Behr Process Corporation	1.00 - HSW
10/12/2020	AR052020-8	Transforming the American Kitchen through Quality, Innovation, and Design	Hanley Wood, LLC	1.00 - Elective

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<u>Completion Date</u>	<u>Course #</u>	<u>Course Name</u>	<u>Provider Name</u>	<u>Learning Units</u>
10/12/2020	WRLP2020	Whole House Appliances: Designing an Innovative, Multi-Purpose Laundry Room	Hanley Wood, LLC	1.00 - HSW
10/12/2020	CS82020	Uses, Safety Guidelines, and Innovations of Engineered Quartz Surfaces	Hanley Wood, LLC	1.00 - HSW
10/12/2020	ARI02020-3	The Importance of Improving Hygiene in Commercial Restrooms	Hanley Wood, LLC	1.00 - HSW
10/12/2020	AR052020-6	Interior Extruded Aluminum Trim Bridges Commercial and Residential Projects	Hanley Wood, LLC	1.00 - HSW
10/12/2020	ARI02020-2	The Form and Function of Decorative Concrete	Hanley Wood, LLC	1.00 - Elective
03/03/2020	20CKCSB	The Story of Bourbon-From Master Planning to Production and Visitor's Facilities Design	AIA Central Kentucky	1.50 - Elective

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2e. Current Number of Employees & Employee Types

PATRICK D. MURPHY CO., INC. ARCHITECTS
Current Number of Employees and Employee Types

- 1 - Administrator (Full-Time)
- 2 - Professionals (Full-Time)
- 1 - Technician (Full-Time)
- 2 - Office/Clerical (Full-Time)
- 1 - Skilled Craft (Full-Time)

7 Employees Total

2f. Statement of General Firm Qualifications

PATRICK D. MURPHY CO., INC. ARCHITECTS
Statement of General Firm Qualifications & Capacity

We have the availability to begin this and/or any project immediately upon written contractual notice. We are prepared to meet and exceed any established parameters.

Schedules can be compressed, as the need requires accommodating the constraints of any project.

The analysis of the roof and all of the drawings, specifications and budgets shall be expedited by Patrick Murphy AIA, Jean-Paul Grivas AIA, and Monica Murphy RRO.

We do have the availability of alternative and additional in-house staff if required. Our Company has backup for each position to reach the goal of being on time, on budget, and completed with impeccable quality.

The address of the office where the principal amount of Work of this Project will be performed:

Patrick D. Murphy Co., Inc., Architects
4606 Illinois Ave.
Louisville, KY 40213

All of the Field Observations, Roof Observations Reports, Details of Construction, Specifications and Construction Cost estimates related to the roof shall be done by in-house staff. The Patrick D. Murphy Co., Inc., Architects staff will handle lead on this project with Plumbing being performed by Magna Engineers.

Patrick D. Murphy Co., Inc., has seven (7) direct Patrick D. Murphy Co., Inc. staff members that are highly educated in the area of Roof audit, Construction Estimating, Construction Documents, Bidding Assistance and Construction Administration. We have an additional seven (7) Ray Nolan Roofing support staff members available. This group comprises over 300 years of day-to-day "hands-on" experience for expediting multiple projects without compromising Quality Control.

Our current listing of workload is as follows:

- **Current contracts**
 - West KY Department of Parks-Roof Replacements
 - Scope: Multiple building roof replacements (SBS Modified Bitumen & Asphalt Shingles)
 - Status:
 - Lake Barkley Little River Lodge – Awarded
 - JJ Audubon Nature Museum Center - Awarded
 - JJ Audubon Tea House – Schematic Design Phase
 - East KY Department of Parks-Roof Replacements
 - Scope: Multiple building roof replacements (SBS Modified Bitumen, Asphalt Shingles & Slate)

- Status:
 - Fort Boonesboro Flat Roofs – Awarded
 - Burnside Bath House – Under Construction
 - Waveland Multi Bldg. – Out to Bid
 - Blue Lick Pioneer Museum – Awarded
 - General Butler Turpin House – Out to Bid
- KCIW: Main Building Window Replacements
 - Scope: Detention Window Replacements at East Wing + Masonry Repairs to entire building
 - Status: Under Construction
- KCPC Administration Building (1 & 2)
 - Scope: SBS Modified Bitumen Roof Replacements & Tilt-up Wall Panel Joint Repairs
 - Status: Under Construction
- KYTC: Trimble & Henry County Maintenance Garages
 - Scope: PVC flute fill overlay on existing metal roof system
 - Status: In Close-out Phase
- Kentucky Exposition Center: Grand Lobby Roof Replacements
 - Scope: SBS Modified Bitumen Roof Replacements
 - Status: Under Construction
- KY School for the Blind/ KY School for the Deaf: Roof Upgrades
 - Scope: Multi-Building SBS, Metal & Shingle Roof Replacements
 - KSB Status:
 - Evans Hall, Langan Gym & Gregory-Ries Student Center – Under Construction
 - Howser Hall – Ready to Advertise
 - Scoggan Hall – Ready to Advertise
 - Richie Auditorium – On-Hold
 - KSD Status:
 - Thomas Gym, Kerr Hall, & Grow Hall – Under Construction
 - Brady Hall – Ready to Advertise / On-Hold
 - Middleton Hall – Awarded
- Kentucky State University: Roof Repairs & Replacements
 - Scope: Multi-Building SBS Roof Replacements
 - Status:
 - Exum Center – Under Construction
 - Carver Hall – Under Construction
 - Blazer Library – Under Construction
- University of Louisville: Brandeis School of Law
 - Scope: SBS Modified Bitumen Roof Replacements
 - Status: Awarded
- Madisonville Community College: Mahr Art Center
 - Scope: SBS Modified Bitumen Roof Replacements
 - Status: Under Construction
- Hopkinsville Community College: Flex Center
 - Scope: Metal Roof Replacements
 - Status: In Close-Out Phase
- Louisville Water Company: John L Huber Building (Headquarters)

- Scope: SBS Modified Bitumen Roof Replacements
 - Status: In Close-Out Phase
- Louisville Muhammad Ali International Airport: SDF Electrical Vault
 - Scope: SBS Modified Bitumen Roof Replacements
 - Status: Under Construction
- AppHarvest Richmond
 - Scope: Roof Observations
 - Status: Under Construction
- Louisville Metropolitan Sewer District (MSD): Roof Observer
 - Scope: Multi-Building Roof Observations
 - Status: Under Construction

2g. Project Team

Staff Assignments

In the Roof Assessment Phase- Patrick D. Murphy, AIA, Jean-Paul Grivas, AIA, Monica Murphy, RRO, Danny Wiseman, CDT, Technical Field Staff and our estimating Department all collaborate for the production of the FIVE PART ROOF ASSESSMENT REPORT.

In the above-mentioned REPORT, if the Field Assessment identifies any Structural issues we also engage Cornerstone Engineering, Inc. The same is true for the Electrical and/or Mechanical as it impacts the roof project to engage Magna Engineers, PLLC.

As we move through remaining Phases Patrick D. Murphy, AIA and Jean-Paul, Grivas, AIA communicate and coordinate all of the above staff members and consultants. These Phases include Programming, Roof Assessment, Preliminary Roof Concepts and Design, Budgeting, Construction Documents, Technical Specifications and Warranty review. Jean-Paul Grivas, AIA and Monica Murphy, RRO typically will handle the Pre-Bid Conference, Bidding Assistance, Pre-Construction Conference, Construction Administration, Progress Meetings and Construction Project Closeout with Patrick D. Murphy, AIA as a backup resource. In conclusion, please consider the following.

1. Our Team has focused exclusively on Roof Consulting and Building Envelope Moisture Management for over 38 continuous and successful years.
2. We have provided Roof Consulting and Building Envelope Moisture Management for the Louisville Regional Airport Authority, Commonwealth of Kentucky facilities, Hospitals, other Municipalities, Colleges, Schools and Private Owners as their competitively selected and exclusive Roof Consultant for 38 successful years.
3. Our Team comprises, collectively, over 300 years of roof related experience.
4. Our breadth and depth of experience is extremely enhanced by our day-to-day operations of a Roofing Contracting Company.
5. We have developed and administered hands on Roof Management Programs for over three successful decades, through which we have helped our clients achieve longer useful lifecycles from their roof systems and cut back on roof related expenditures due to the proactive approach of the program.
6. Because we are actively involved in the American Institute of Architects, Roofing Contractors Association, and the National Roof Consultants Institute, Inc., we have access to resources that are beyond any Architectural or Roofing Consulting firm in the region.
7. Our Team supersedes periodic and/or full-time (added cost) Construction Administration because of the following:
 - a. We are the only architectural firm in the region to have a full-time Registered Roof Observer on our staff.
 - b. Our staff is very experienced in Project Management during construction because we manage roofing contracting construction projects on a daily basis. This experience is well beyond that of a standard architectural firm.
8. Our Team has the necessary equipment and experience in-house to perform roof core cuts, perform Infrared Roof Surveys, provide pull test data for wind uplift

calculations and we have various methods of moisture detection testing.

We utilize all of the enclosed tools, experience, education, and resources to provide our clients with the BEST Roof Assessment, Lifecycle Projections, Recommended Solutions & Budgets, and Roof Consulting in the industry. Patrick D. Murphy Co., Inc. Architects would be honored to be retained as the Roof Consultant for the Lexington-Fayette County Urban Government to perform the projects listed in RFP# 01-2023 in Lexington, KY.



PRINCIPAL IN CHARGE

PATRICK D. MURPHY, AIA, GRP

PRESIDENT

Patrick D. Murphy Co., Inc. Architects
Ray Nolan Roofing Co.

EMPLOYMENT

1980 TO PRESENT (42 YEARS) PATRICK D. MURPHY COMPANY, INC. ARCHITECTS	DUTIES: President
1982 TO PRESENT (40 YEARS) RAY NOLAN ROOFING COMPANY, INC.	DUTIES: President
1976 TO 1982 NOLAN AND NOLAN INC. ARCHITECTS	DUTIES: Project Architect

DUTIES AS PRESIDENT OF PATRICK D. MURPHY CO., INC., ARCHITECTS

1. Administrator of Company/Principal in Charge
2. Field Observation Coordinator
3. Production Coordinator/Technical Assistance
4. Legal/Financial Management
5. Quality Control
6. Client Contact

EDUCATION/ ACCREDITATIONS/ LICENSES

Bachelor of Architecture: 1977, University of Kentucky - College of Architecture
Professional Architecture License: 1980, State of Kentucky, License #2497
NCARB – National Council of Architecture Registration Board: 1980, File #24768
Broker's License in Real Estate: 1980, Commonwealth of Kentucky
Manville Corporation - Built-Up Roofing Systems Institute: 1982, 2002, and 2005
CARE, Ltd. – Center for the Advancement of Roofing Excellence: 2002
National Roofing Contractors Association - Vegetative Roof Systems for Roofing Contractors: 2009
National Roofing Contractors Association - Advanced Roofing Technology: 2009
Green Roof Professional Accreditation: 2009, Green Roofs for Healthy Cities

TEACHING POSITION

Bellarmino University: Professor – Built-up Roof System Seminar 1983-1989

Bursi Program

AIA Registered Provider CEU Credits, BUR 101 and Roof Management Courses

PROFESSIONAL ORGANIZATIONS

American Institute of Architects – National: (AIA)

American Institute of Architects – Kentucky: (AIA-KY)

American Institute of Architects – Louisville

Green Roofs for Healthy Cities: Green Roof Professional

National Roofing Contractors Association and Kentucky Roofing Contractors Association

- KRCA past President (1987,1988 and 1997)

Builders Exchange of Kentucky:

- Past President (2014)
- Current Board Member
- Founding Member

Roof Consultants Institute – Mid South Chapter (2014, 2015):

- Past 2-Term President (2014, 2015)
- Current Board Member

National Board of Realtors/Louisville Board of Realtors

Kentucky Real Estate Commission:

- Licensed Real Estate Broker



JEAN-PAUL G. GRIVAS AIA, GRP

VICE PRESIDENT

Patrick D. Murphy Co., Inc. Architects

EMPLOYMENT

1996 TO PRESENT
**PATRICK D. MURPHY
COMPANY, INC.**

DUTIES:
Architectural Designer, Project Manager, CAD
Draftsman, Infrared Thermographer

1993 TO PRESENT
**RAY NOLAN ROOFING
COMPANY, INC.**

DUTIES:
Roofing field work 1993 - 1996; Office Work - 1996
to Present Job Coordination, Estimating, Shop
Drawings, Marketing, Infrared Thermographer

1992 TO 1993
**PATRICK D. MURPHY
COMPANY, INC. ARCHITECTS**

DUTIES:
Worked co-op for Jeffersontown Vocational School

1991 TO 1992
**NOLAN AND NOLAN
INC., ARCHITECTS**

DUTIES:
Draftsman, Maintenance

EDUCATION/ ACCREDITATIONS/ LICENSES

Professional Architecture License:

- State of Kentucky, License #5798
- State of Ohio, License # ARC.2028213

Bachelor of Architecture: 1999, University of Kentucky

I.D.P. – Intern Development Program: 1999 - 2002

NCARB – National Council of Architecture Registration Board: Completed 2002

BURSI Program (Better Understanding of Roofing Systems Institute): 2000 & 2005

Sales Associate License in Real Estate: 2000, State of Kentucky

CARE, Ltd. – Center for the Advancement of Roofing Excellence: 2002

National Roofing Contractors Association - Vegetative Roof Systems for Roofing
Contractors: 2009

National Roofing Contractors Association - Advanced Roofing Technology: 2009

Green Roof Professional Accreditation: 2009, Green Roofs for Healthy Cities

PROFESSIONAL ORGANIZATIONS

American Institute of Architects – National (AIA)

American Institute of Architects – Kentucky: (AIA-KY)

- State IDP Coordinator (2014-2016)
- Director (2016-2018)
- Chairman of Career Success & Professional Development Committee (2019-Present)

American Institute of Architects – Central Kentucky Chapter: (AIA-CKC)

- Immediate Past President (2018)
- Emerging Professional Award Recipient 2013
- Chairman of Intern Development Program Committee (2010-2015)

National Roofing Contractors Association: (NRCA)

- Board Director (2010- 2013)
- Committee Member of The NRCA Technical Operations Committee (2020-Present)
- Chairman of The NRCA Roofing Manual Update Committee (2013 & 2014)
- Committee Member of The NRCA Manual Update Committee (2010-Present)
 - Membrane Roof Systems (2011, 2015, 2019)
 - Metal Panel & SPF Roof Systems (2012, 2016, 2020)
 - Steep Slope Roof Systems (2013, 2017, 2021)
 - Architectural Metal Flashing, Condensation & Air Leakage Control & Reroofing (2014, 2018)

Kentucky Roofing Contractors Association: (KRCA)

- Chairman of the Board (2010)
- President (2009)
- Director (2006-2008)

International Institute of Building Enclosure Consultants: (IIBEC)

- Application accepted for Registered Roof Consultant (RRC) Designation (2020)

The National Center for Construction Education and Research: (NCCER)

- Subject Matter Expert (SME) for Roof Training Manuals: (2020-Present)
 - Intro to Roofing
 - Intro to Low Slope roofing
 - Drawings in Roofing
 - Substrates, Decks & Roof Insulation
 - Sheet Metal in Roofing
 - BUR
 - Asphalt Shingle Systems
 - Clay & Concrete Tile Roofing
 - Thermoplastics
 - Poly-Mod Roofing
 - Liquid Applied
 - SPF
 - Slate

PRESENTATIONS

Roofing & Roof Maintenance

- Builders Exchange of KY (2012)
- CVG (2019 & 2021)
- KY Department of Education (2014)
- KY Department of Corrections (2017)
- IFMA Louisville (2018)

AIA-CKC / KRCA Joint Roundtable Discussion on Roofing: Moderator (2017 & 2020)

NRCA Young Contractor's Emerging Technology Roundtable Discussion (2019)



ASSISTANT PROJECT MANAGER

DANIEL E. WISEMAN, CSI, CDT

TECHNICAL SPECIFICATIONS

Patrick D. Murphy Co., Inc. Architects
Ray Nolan Roofing Co.

EMPLOYMENT

1985 TO PRESENT
PATRICK D. MURPHY
COMPANY, INC. ARCHITECTS

DUTIES:
Manager, Design Documents, Construction Documents,
Bidding Assistance, Project Supervision, Specification
writing, Project follow up and Close out.

1986 TO PRESENT
RAY NOLAN ROOFING
COMPANY, INC.

DUTIES:
Office Manager, Job Coordination, Estimating & Safety
Director, Benefits Coordinator, Shop Drawings.

1973 TO 1985
NOLAN AND NOLAN INC.
ARCHITECTS

DUTIES:
Project Captain, Project Supervision, Topography Surveys

1973 TO 1985
LUCKETT & FARLEY, INC.
ARCHITECTS

WHILE THERE:
2 years U.S. Navy with Honorable Discharge;
Surveyor Training

EDUCATION

Trinity High School - 1965

Jefferson Area Vocational School - 1967, 2-year Certificate

University of Louisville - 1-year

Continuing Education - Technical Schools, Computer Training, OSHA Course #500
Basic Instructor Course.

BURSI Program (Better Understanding of Roofing Systems Institute) - 1998

Construction Specifications Institute - 1999, Construction Documents Technologist
Certification

PROFESSIONAL ORGANIZATIONS

National Roofing Contractors Association

Kentucky Roofing Contractors Association:

- Past President

The Construction Specifications Institute (CSI)

- Construction Documents Technologist Certification

Builders Exchange of Kentucky, Inc.

National Federation of Independent Business

Trinity High School Alumni Association

University of Louisville Alumni Association

Habitat for Humanity



TECHNICAL SUPPORT

MONICA MURPHY, MBA, RRO

REGISTERED ROOF OBSERVER

Patrick D. Murphy Co., Inc. Architects
Ray Nolan Roofing Co.

EMPLOYMENT

2010 TO PRESENT
**PATRICK D. MURPHY
COMPANY, INC. ARCHITECTS**

DUTIES:
Project Coordination and Technical Support, Conduct Roof and Wall Assessments, Perform Field Testing, Estimate Jobs, Sales and Marketing

2010 TO PRESENT
**RAY NOLAN ROOFING
COMPANY, INC.**

DUTIES:
Project Manager, Project Coordination and Technical Support, Conduct Roof Assessments, Roof Observation Team Leader, Estimate Jobs, Sales and Marketing

EDUCATION

University of Louisville, B.S. – 2006

Bellarmino University, M.B.A. – 2008

Bellarmino University, Certificate of Professional Accountancy – Spring 2017

A-Pass Weikel Real Estate Institute – 2007

BURSI Program (Better Understanding of Roofing Systems Institute) – 2011

Building Products University – 2011

PROFESSIONAL ORGANIZATIONS

Roof Consultants Institute, Inc. – National:

- Registered Roof Observer (RRO)

Roof Consultants Institute, Inc. – Kentucky Chapter:

- Founding Member
- 2-Term Past Treasurer (2014, 2015)

Builders Exchange of Kentucky, Inc.

National Roofing Contractors Association

- Current Board Member (2019-Present)

Kentucky Roofing Contractors Association:

- 2-Term President of the Board (2017 & 2018)

Kentucky Real Estate Commission:

- Licensed Sales Associate

National Board of Realtors

Louisville Board of Realtors



SEAN MURPHY

ASSOCIATE PROJECT MANAGER / SALES & MARKETING

Patrick D. Murphy Co., Inc. Architects
Ray Nolan Roofing Co.

SUMMARY

I have spent more than 15 years in processing, telephone communications, sales and marketing with a focus in construction, roofing and architecture.

SKILLS AND EXPERTISE

- Marketing and Communications Execution
- Social Media Processes
- Brand Development, Positioning and Management
- Retail Management
- Project Management

EMPLOYMENT

2018 TO PRESENT
PATRICK D. MURPHY
COMPANY, INC.
ARCHITECTS

DUTIES:
Project Management

- Assist with creating and processing documents related to on-going projects

2018 TO PRESENT
RAY NOLAN ROOFING
COMPANY, INC.

DUTIES:
Sales Manager

- Sold roofing products to commercial industry in Kentucky
- Managed existing customers and projects

2003 TO 2018
WILDCAT WEARHOUSE
Campus Wearhouse
Retail Stores

DUTIES:
Area Manager
Merchandising & Purchasing Manager
E-Commerce Manager
Sales & Production Manager



PERSONAL & ACADEMIC

- Lived and worked in Louisville for professional working life
- Bachelor's Degree in Marketing, University of Louisville
- Played Division I soccer for the University of Louisville

COMMUNITY ACTIVITIES

- School Board Chairperson, Ascension School, Louisville, KY
- Council Member, Ascension Parish, Louisville, KY
- Youth Soccer & Basketball Coach



ROBERT B. SHARP II

ASSISTANT PROJECT MANAGER
Patrick D. Murphy Co., Inc. Architects

SUMMARY

- 4 years of architectural design & drafting education
- 9 years trade experience in the cabinetry & millwork field
- 21 years of experience in architectural drafting & design
- Professionally proficient with AutoCAD (2000 through 2019), Trimble Sketchup Pro, MS Office (Word, Excel, Outlook), MicroVellum, the Windows operating system
- Resume & portfolio examples posted on LinkedIn.com

EDUCATION

- Fall 1996 – Spring 2000 at Three Rivers Com. Tech. College, Norwich CT
- Fall 1995 – Spring 1996 at Western New Mexico University, Silver City NM
- Fall 1994 – Spring 1995 at University of Connecticut – Avery Point, Groton CT

EMPLOYMENT

MAY 2020 TO PRESENT
PATRICK D. MURPHY
COMPANY, INC.
ARCHITECTS
Louisville, KY

DUTIES:
Assistant Project Manager

- Architectural Design and Drafting

MAY TO AUG 2016
JUNE 2018 TO MAY 2020
FOUR STONE
CUSTOM MILL &
CASEWORK
Louisville, KY
(502) 451-1528

DUTIES:
Draftsman/Project Engineer/Project Manager

- Drafting & design on custom commercial & residential cabinetry & millwork
- Generation of production drawings for C.N.C. equipment using Microvellum
- Site measurement & photography
- Project management

NOV 2014 TO PRESENT
ARCHITECTURAL
DRAFTING & DESIGN
Louisville, KY

DUTIES:
Architectural Draftsman, Owner/Operator

- Architectural, millwork, & civil drafting
- Generation of drawings for commercial & residential projects
- Generation of presentation renderings in SketchUp Pro

EMPLOYMENT

OCT 2016 TO FEB 2018

IDEA SOURCE

Louisville, KY
(502) 552-5159

DUTIES:

Draftsman/Project Manager

- Generation of commercial architectural & interior design drawings
- Project scheduling & permitting management

SEPT 2015 TO MAY 2016

**SENLER, CAMPBELL,
& ASSOCIATES**

Louisville, KY
Contact: Joe Lenzi
(502) 636-3568

DUTIES:

Structural Draftsman

- Generation of structural steel & concrete construction drawings for institutional, municipal, commercial & multi-unit residential projects

SEPT 2014 TO APR 2015

**LOUISVILLE WATER
COMPANY**

Louisville, KY
Contact: Todd Lopp
(502) 569-3600

DUTIES:

Draftsman/Survey Technician

- Temporary assignment through Snelling Staffing (502) 814-9800
- Extensive professional interaction with engineering staff and field personnel
- Collection of deed and/or plat information from public records
- Drafting of project survey maps & easement plats from public record & field survey information
- Drafting of construction documents for water distribution systems
- Field survey work including, but not limited to, property boundary determination; pipeline route profile determination; water distribution & service facility location/inspection

JULY 2012 TO JUNE 2014

METAL SALES INC.

Louisville, KY

DUTIES:

Product Technician

- The design and detailing of architectural flashings, metal roof/wall panel systems, & retro-fit roof framing systems
- The drafting of shop drawings for product installation & architectural record
- The generation of bills of material for architectural flashings, metal roof/wall panel systems, & retro-fit roof framing systems
- Extensive professional interaction with both in-house & outsourced product sales representatives, & manufacturing & product installation professionals

SEPT 2008 TO AUG 2009

**WATROUS ASSOC.
ARCHITECTS /
SUN-EARTH DESIGNS**

Louisville, KY

DUTIES:

CAD Draftsman/Designer (Contractor)

- Generation & preparation of design & construction drawings with AutoCAD
- 3D modeling & rendering of structures & sites for presentation/design with Google/Trimble SketchUp

EMPLOYMENT

AUG 2006 TO SEPT 2008
SCOTT-KLAUSING &
CO.: ARCHITECTS &
PLANNERS

La Grange, KY

DUTIES:

CAD Draftsman/Designer

- Generation & preparation of design & construction drawings with AutoCAD
- Site measurement & photographic survey of existing structures for renovation & new construction
- 3D modeling & rendering of structures & sites for presentation/design in Google/Trimble SketchUp
- Coordination and integration of subcontractor drawings & specifications into project documents
- Project presentations to private & municipal clients
- Assistance with site inspection & management of ongoing projects

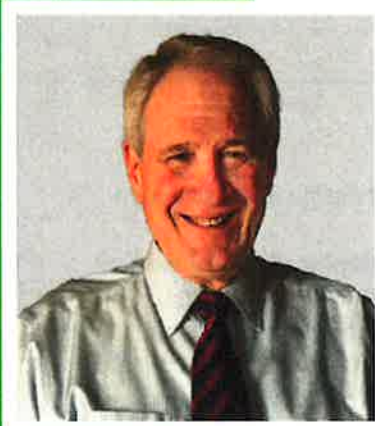
OCT 1999 TO SEPT 2005
HANFORD CABINET &
WOODWORKING

Old Saybrook, CT
Contact: Stephen Hanford
(860) 388-5055

DUTIES:

Assistant Designer & Project Manager

- Architectural cabinetry & millwork design & installation
- Production of CAD & board-drafted drawings & details
- The specification of kitchen & bathroom appliances & fixtures
- Project management & minor general contracting, including site measurement
- Generation of proposals, contracts, & cabinetry orders
- Design, budget, & contract presentations to clients



DON HARPRING

ROOF CONSULTANT - TECHNICAL LEAD

Patrick D. Murphy Co., Inc. Architects
Ray Nolan Roofing Co.

Graduate University of Louisville Bachelor of Science Commerce

Architectural Sales Representative Owens Corning Fiberglas Corp. 1978 to 1981:

I was responsible for the commercial built up asphaltic roofing and insulation products for the state of Kentucky. I received both in house technical training as well as a 1 week NRCA Roofing Industry Educational Institute low slope roofing training course. I assisted architects with the development of roofing specifications and details. I did technical training with contractors.

President Tri-State Roofing and Sheet Metal Company Lexington, KY: Project Mgr. 1981 to 1984, President 1984 to 2008:

I oversaw the entire administration and operations of a commercial roofing and sheet metal contracting business. When I left in 2008 we were a 7 million dollar business with about 60 employees performing new, reroofing, and repair and maintenance for commercial industrial public and private concerns. We performed both low and steep slope work with all materials except sprayed urethane foam. We performed work from architectural specifications as well as develop our own specifications. We did both reroofing and repair work on a long term basis for many clients in Kentucky including the following. The Lexington Airport, UPS at Standiford Field in Louisville, Toyota, Lexmark, The University of Kentucky, Bluegrass Army Depot, St Joseph Hospital, and The Fayette Mall. I received yearly technical training both in house and through the National Roofing Contractors Association and Roofing Consultants institute.

I helped form and was a past president of the Central Kentucky Roofing Contractors Association. I was on the steering committee for and am a board member of the Kentucky Roofing Contractors Association.

I am a past independent rep for: Soprema Inc (modified asphaltic roofing, pvc roofing, air barriers, and below grade waterproofing). Hunter Panels (polyisocyanurate foam insulation). Berridge Metals (metal roofing, siding, and soffits), Green Link (roofing supports for conduit, gas lines, solar and paver supports. I have also in the past represented Siplast (Modified Asphalt roofing products), Carlisle Syntec (epdm, tpo, and pvc roofing materials), USG Securerock (gypsum based cover boards).

I have a total of 44 years experience in the commercial industrial roofing and sheetmetal business.

T. Michelle Howlett, P.E., LEED AP **President/Chief Electrical Engineer**

Education

University of Kentucky, 1990
Bachelor of Science,
Electrical Engineering

Registration & Professional Affiliations

Professional Engineer - Electrical, KY #19856
Professional Engineer - Electrical, IN #19900067
Professional Engineer - Electrical, OH #63761
NFPA Member #2543563
LEED Accredited Professional

Experience and Qualifications

Ms. Howlett has over 31 years of experience as project manager and electrical engineer for a broad array of projects up to \$150M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, and indoor and outdoor lighting systems.

Relevant Project Experience

- **Fred M. Vinson Visitors Center, Louisa, KY** - Project manager for mechanical, electrical, plumbing and fire protection disciplines for the renovation of this historic property, funded through a grant from the Kentucky Heritage Council. The project included complete mechanical and electrical renovations.
- **Harrison-Hite Building Renovation, Russellville, KY** - Project Engineer for this project which involved the complete renovation of a two-story historical structure. Work includes multiple phases of construction, ultimately utilizing the entire building and incorporating new offices and meeting rooms, an auditorium and an elevator.
- **Miracle League Fields, Fairfield, OH** - Project Manager for electrical, HVAC, and plumbing design for new baseball fields designed for kids with physical handicaps. The project includes two new fields with sportslighting and state-of-the-art LED scoreboards. A new concession building includes kitchen, ADA restrooms, and mechanical spaces, as well as handicap accessible parking areas and ramping.
- **Allen County Extension Office, Scottsville, KY** - Project manager for mechanical, electrical, plumbing and fire protection disciplines for this renovation of an existing downtown storefront for use as the County Extension offices. The design included new HVAC, plumbing, lighting, power distribution, and communication systems for a large meeting room with demonstration kitchen, offices, and supporting spaces.
- **Athletics Recording Studio, University of Louisville, KY** - Electrical engineer for the renovation of approximately 7800 SF of existing space for use as the recording studio for the University of Louisville Athletics department. The design included new electrical service, lighting, power distribution, and communications systems design. The design was closely coordinated with the requirements for network servers, recording equipment, and studio lighting systems.

James L. Martin, P.E.
Chief Mechanical Engineer

Education

University of Kentucky, 1977
Bachelor of Science,
Mechanical Engineering

Lain Technical Institute, 1966
Associate of Science,
Architectural Drafting

Registration & Professional Affiliations

Professional Engineer - Mechanical, KY #10384
Professional Engineer - Mechanical, IN #60900205
American Society of Heating, Refrigeration, & Air
Conditioning Engineers (ASHRAE)
National Society of Professional Engineers (NSPE)
Society of Fire Protection Engineers

Experience and Qualifications

Mr. Martin has over 40 years of experience with design of plumbing, medical gases, HVAC and fire suppression systems for new construction as well as renovations of existing facilities. Project types include multiple use facilities, schools, colleges and universities, government use buildings, corporate office buildings, housing projects, healthcare, research facilities, corrections facilities, industrial plants, high end residences and horse barns. Mr. Martin's experience includes design and construction supervision of a wide variety of HVAC systems including variable air volume, geothermal, heating and cooling central plant generating systems, facility condition surveys and energy performance studies. Mr. Martin acted as project manager and engineer in responsible charge for all of the following listed projects:

Relevant Project Experience

- **Miracle League Fields, Fairfield, OH** - Mechanical engineer responsible for HVAC and plumbing design for new baseball fields designed for kids with physical handicaps. The project includes two new baseball fields and a new concession building including kitchen, ADA restrooms, and mechanical spaces. The plumbing system is designed for winterizing, and also includes outdoor hydrants and provisions for misting systems in the dugouts.
- **Rowan County Art Museum, Morehead, KY** - Mechanical engineer for the renovation of the old courthouse to serve as an art museum. The design required careful routing and placement of new domestic water and fire suppression piping. HVAC system included vertical, exposed water source heat pump units.
- **New 200,000 SF Warehouse and Office Facility, Bluegrass Station, Avon, KY** - Mechanical engineer in charge of this new facility for the National Guard. The mechanical system includes seven packaged units with gas fired heat and DX cooling for office spaces, gas fired make-up air units for the warehouse, and ductless split systems for communications rooms. The fire protection design includes a wet pipe sprinkler system with exterior loop and multiple risers.
- **New Readiness Center, Burlington, KY** - Mechanical engineer for the Owner's Consulting Architect and Engineer team. The Readiness Center supports the 1204th Aviation Support Battalion and Company A 1204th Aviation Support Battalion units which have an authorized strength of 402 soldiers. The project includes a new 88,785 SF Readiness Center and the infrastructure to support the facility. The project is required to meet ARNG requirements, including anti-terrorism force protection, and is LEED Silver certified.

Allen Tucker, P.E., CDT
Chief Mechanical Engineer

Education

Clemson University, 1984
Bachelor of Science,
Mechanical Engineering

Registration & Professional Affiliations

Professional Engineer - Mechanical, KY #20828

Experience and Qualifications

Mr. Tucker has over 35 years' experience as a mechanical engineer on a broad array of projects including municipal, educational, and commercial facilities. Mr. Tucker is proficient in the design of HVAC, plumbing and fire protection systems, through all phases of the project from planning through construction. Mr. Tucker has had extensive professional training in his areas of technical expertise, and is a Certified Documents Technologist.

Relevant Project Experience

- **Front Office Expansion, Corning Glass, Harrodsburg, KY**- Lead mechanical design engineer for a new office addition at an approximate construction cost of \$4 million. The design included tying into the existing chilled water system and employing VAV air handling units with CHW coils and DDC. Life cycle cost analysis (LCCA) was performed in the selection of the most appropriate equipment to serve the facility. Fire protection and plumbing were also included in the design.
- **Comprehend Medical Office Building, Maysville, KY** - Mechanical Engineer of record for the design of the new Comprehend Medical Office Building with an approximate construction cost of \$7 million. The design consisted of air cooled rooftop air conditioning, variable air volume terminals with reheat, and dedicated air conditioning for the computer room. Ductless split system air conditioning along with a dedicated outside air system were designed for the bottom below grade floor. Plumbing and fire suppression system design were also provided.
- **Frankfort Plant Board Administration Facility, Frankfort, KY** - Mechanical Engineer of record for the design of the new Administration Facility with an approximate construction cost of \$16 million. The design consisted of air cooled chilled water, gas fired heating hot water, air handling units, energy recovery unit, variable air volume terminals with hot water reheat, and dedicated air conditioning for the data room. Plumbing and fire suppression system design were also provided.
- **Facility Maintenance Building and Auxiliary Maintenance Buildings, Berea College, Berea, KY** - Mechanical Engineer of record for the design of the new Facility Maintenance and Auxiliary Maintenance Buildings with an approximate construction cost of \$6.5 million. The design consisted of air-cooled rooftop air conditioning with natural gas fired heat and variable air volume terminals with reheat. Ductless split system air conditioning was provided for the computer room and small offices. Exhaust fan ventilation and gas fired unit heaters were provided in the Auxiliary Maintenance bays. Plumbing and fire suppression system design were also provided.

Dmitriy Radyk **Electrical Engineer**

Education

University of Kentucky, 2010
Bachelor of Science,
Electrical Engineering

Experience and Qualifications

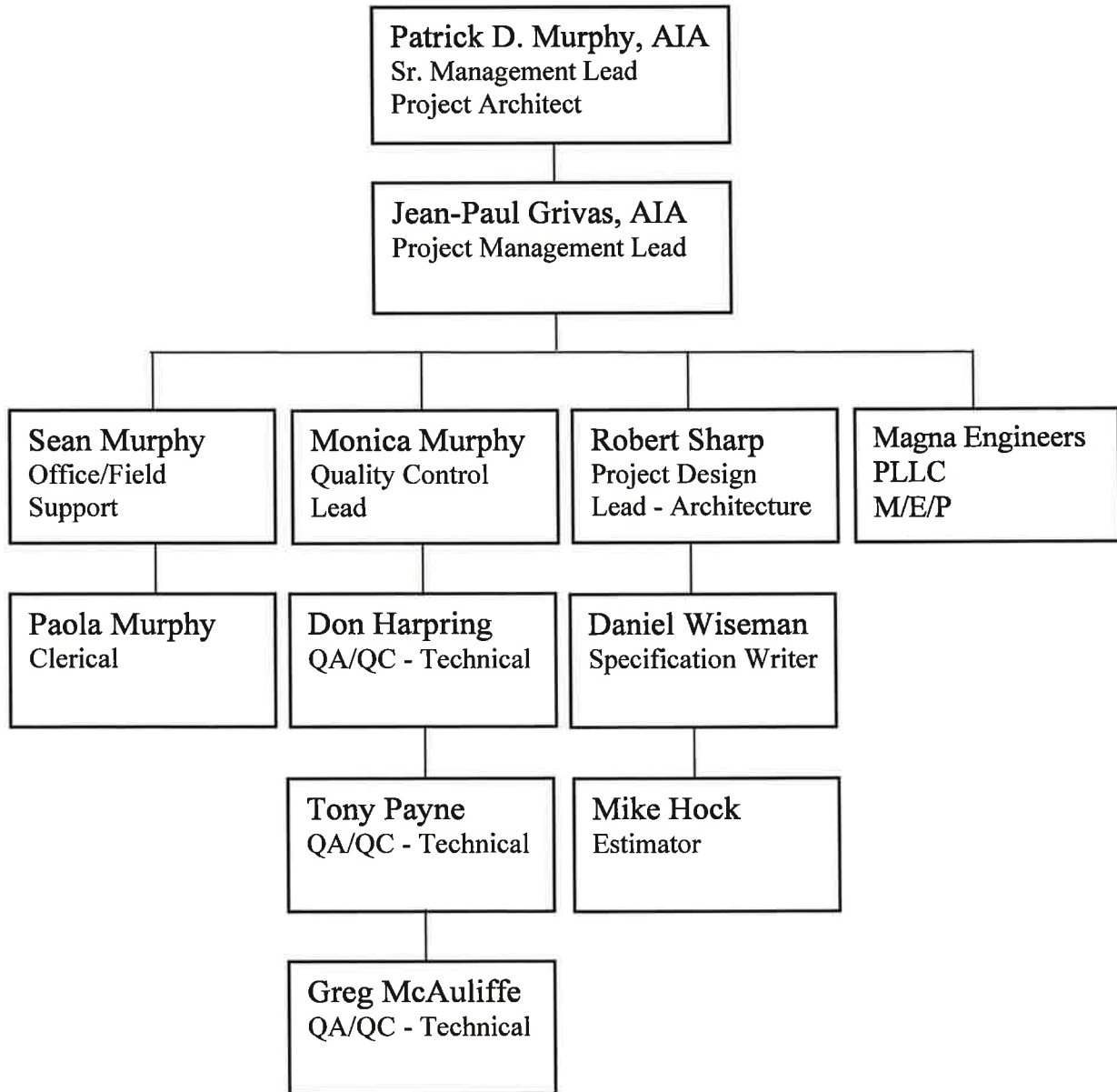
Mr. Radyk has over 13 years' experience designing electrical systems for various types of projects including wastewater treatment and collection facilities. Mr. Radyk has technical expertise in the following areas: low voltage power distribution, electrical service sizing, power analysis, indoor and outdoor lighting systems, lighting point-by-point photometric calculations, lightning protection systems, control systems, variable frequency drive systems, fire alarm systems, security systems, closed circuit video, standby/emergency power systems, and cost estimating.

Relevant Project Experience

- **New Family Life Center, Asbury Theological Seminary, Wilmore, KY** - Electrical engineer for electrical design for a new 10,000 SF facility which includes a multipurpose room, kitchen, offices, chapel, art room, and supporting spaces. The multipurpose room includes a stage with lighting and sound systems.
- **Windsor Memory Care Center, Mt. Sterling, KY** - Electrical engineer for a new 30 bed, 15,870 SF primary care facility. The design included lighting, power system including standby generator, nurse call, communications, and fire alarm systems.
- **Lake Cumberland State Park Lodge Renovation** - Electrical engineer for the renovation of the existing lodge including improvements to the dining, kitchen, and sleeping rooms.
- **Boone National Guard Center Fitness Center Renovation, Frankfort, KY** - Electrical engineer for the conversion of an existing hangar to a fully equipped fitness center. Electrical design includes LED lighting with daylight harvesting, new electrical service, fire alarm, and communication systems.
- **Miracle League Fields Park, Fairfield, OH** - Electrical Engineer for lighting and power design. Project included parking and sports lighting for two baseball fields, as well as power design and indoor lighting for public restrooms and kitchen and concessions.
- **Bluegrass Station Warehouse, Lexington, KY** - Electrical engineer for new electrical design and emergency generator for 220,000 SF facility. Building is divided into office and warehouse sections. Electrical design includes 1200A service and 800 kW diesel emergency generator with subbase fuel tank.
- **LFUCG HHW Facility** - Electrical engineer for reconversion of an existing truck wash facility into hazardous waste material storage facility classified as Class 1 Division 2 Group D hazardous location. Electrical design includes lighting, power, telephone, and fire alarm systems, leakage detection system, visitor notification system, provisions for CCTV system, and addition of standby generator.



PATRICK D. MURPHY COMPANY INC. ARCHITECTS ORGANIZATIONAL CHART





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Magna Engineers, PLLC DBA Magna Engineers

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Ohio River Valley, a WBENC Regional Partner Organization.

Certification Granted: August 31, 2011
Expiration Date: August 31, 2023
WBENC National Certification Number: 2005118816



Authorized by Sheila Mixon, Executive Director
Women's Business Enterprise Council Ohio River Valley

Sheila A. Mixon

NAICS: 541330, 238210, 541310
UNSPSC: 81100000, 81101600, 81101701



2h. Summary of Firms Recent Projects

- A. PROJECT NAME & LOCATION:
JCTC: TECH BUILDING 'A' & 'B'
LOUISVILLE, KENTUCKY
- B. BRIEF DESCRIPTION OF BUILDING
 Technology Building 'A' and 'B'
- C. EXTENT OF SERVICE PROVIDED
 Roof Replacement and Masonry Repairs
 Roof System: Modified Bitumen
 Roof Size: 75,685 SF
- D. OWNERS AND CONTACT PERSON
 COMMONWEALTH OF KENTUCKY
 Ms. Anne Saint-Aignan.
 403 Wapping Street
 Lexington, KY 40601
- E. START AND COMPLETION DATES
 Start Date: November 2018
 Completion Date: November 2019
- F. Design Consultants Estimate \$ 1,060,000.00
 Original Construction Contract..... \$ 983,877.00
 Total all change orders..... \$ 52,776.00
 Final Contract Amount..... \$ 1,036,653.00



Tech 'A' - Roof



Tech 'B' - Roof



Tech 'A' - Masonry



Tech 'B' - Roof

- A. PROJECT NAME & LOCATION:
GENERAL BUTLER STATE PARK
LODGE COMPLEX (Roof Replacements)
CARROLLTON, KENTUCKY

- B. BRIEF DESCRIPTION OF BUILDING
 Lodge

- C. EXTENT OF SERVICE PROVIDED
 2-Ply Modified Bitumen and Metal Panel Roof Replacements, Existing Copper
 Gutter Repairs and Misc. Wood Siding Repairs/Replacements.

- D. OWNERS AND CONTACT PERSON
 COMMONWEALTH OF KENTUCKY
 Mr. Joseph Sandman
 403 Wapping St.
 Frankfort, KY
 Phone: (502) 545-9573

- E. START AND COMPLETION DATES
 Start Date: September 2017
 Projected Completion Date: July 2018

- F. Design Consultants Estimate\$469,000.00
 Original Const. Contract.....\$441,000.00
 Final Contract amount.....\$449,547.72



Lodge



Lodge



Lodge



Lodge

A. PROJECT NAME & LOCATION:

***ELIZABETHTOWN COMMUNITY AND TECHNICAL COLLEGE
ELIZABETHTOWN, KENTUCKY***

B. BRIEF DESCRIPTION OF BUILDING

OTB100: Roof Overlay / RPC & ATB Roof Repairs

C. EXTENT OF SERVICE PROVIDED

SBS Roof Overlay (OTB 100) Roof & Masonry Leak Repairs (RPC & ATB)
Roof Systems: 2-Ply SBS- Modified Roofing
Roof Size: 16,315 sf

D. OWNERS AND CONTACT PERSON

COMMONWEALTH OF KENTUCKY
Mr. Bill Novak
403 Wapping St.
Frankfort, KY
Phone: (502) 382-8680
E-mail: Bill.Novak@ky.gov

E. START AND COMPLETION DATES

Start Date: October 2021
Completion Date: May 2022

F.	Design Consultants Estimate	\$ 395,000.00
	Original Construction Contract.....	\$ 317,360.00
	Total All Change Orders.....	<u>\$ 93,452.00 (Added Scope)</u>
	Final Contract amount.....	\$ 410,812.00



OTB 100



OTB 100



RPC – Masonry Repairs



ATB – Roof Repairs

- A. PROJECT NAME & LOCATION:
JENNY WILEY STATE RESORT PARK
CONFERENCE CENTER (Roof & Siding Replacements)
PRESTONSBURG, KENTUCKY

- B. BRIEF DESCRIPTION OF BUILDING
 Jenny Wiley: Conference Center (Roof & Siding Replacements)

- C. EXTENT OF SERVICE PROVIDED
 Roof & Siding Replacements
 Roof Systems: SBS Modified Bitumen & Asphalt Shingles
 Roof Size (Total): 19,150 SF

- D. OWNERS AND CONTACT PERSON
 COMMONWEALTH OF KENTUCKY
 Mr. Carl Kratzer
 403 Wapping Street
 Lexington, KY 40601

- E. START AND COMPLETION DATES
 Start Date: December 2019
 Projected Completion Date: August 2020

- F. Design Consultants Estimate \$ 391,500.00
 Original Construction Contract..... \$ 299,000.00
 Total All Change Orders..... \$ 38,874.49
 Final Contract Amount..... \$ 333,874.00



Conference Center



Conference Center



Conference Center



Conference Center

- A. PROJECT NAME & LOCATION:
CENTRAL STATE HOSPITAL
ACTIVITIES and FLEUR Di LIS (Roof Replacements)
LOUISVILLE, KENTUCKY
- B. BRIEF DESCRIPTION OF BUILDING
 Central State Hospital: Activities and Fleur Di Lis (Roof Replacements)
- C. EXTENT OF SERVICE PROVIDED
 Roof Replacements and Masonry Repairs
 Roof Systems: Modified Bitumen and Shingles
 Roof Size (Total): 16,400 SF
- D. OWNERS AND CONTACT PERSON
 COMMONWEALTH OF KENTUCKY
 Mrs. Anne Muller
 403 Wapping Street
 Lexington, KY 40601
- E. START AND COMPLETION DATES
 Start Date: October 2018
 Projected Completion Date: April 2019
- F. Design Consultants Estimate \$ 331,600.00
 Original Construction Contract..... \$ 280,600.00
 Total All Change Orders..... \$ 0.00
 Final Contract Amount..... \$ 280,600.00



Activities Building



Fleur Di Lis Building



Activities Building



Activities Building

- A. PROJECT NAME & LOCATION:
***GATEWAY COMMUNITY AND TECHNICAL COLLEGE
 COVINGTON, KENTUCKY***
- B. BRIEF DESCRIPTION OF BUILDING
 Edgewood & Fort Wright Campus Roof Repairs
- C. EXTENT OF SERVICE PROVIDED
 Misc. Roof Repairs & New Metal Roof Coating
 Roof Systems: 2-Ply SBS- Modified Roofing & Metal Roof Coating
 Roof Size: 25,300 sf
- D. OWNERS AND CONTACT PERSON
 COMMONWEALTH OF KENTUCKY
 Mr. Carl Kratzer
 403 Wapping St.
 Frankfort, KY
 Phone: (502) 330-7180
 E-mail: Carl.Kratzer@ky.gov
- E. START AND COMPLETION DATES
 Start Date: November 2021
 Completion Date: March 2022
- F. Design Consultants Estimate \$ 143,500.00
 Original Construction Contract..... \$ 170,000.00
 Total All Change Orders..... \$ 0.00
 Final Contract amount..... \$ 170,000.00



Edgewood



Edgewood



Ft. Wright – Transportation Tech



Ft. Wright – Transportation

- A. PROJECT NAME & LOCATION:
STEEPLECHASE OFFICE PARK (Roof Replacements)
LOUISVILLE, KENTUCKY
- B. BRIEF DESCRIPTION OF BUILDING
Office Building
- C. EXTENT OF SERVICE PROVIDED
PVC Roof Replacements & Window Repairs
- D. OWNERS AND CONTACT PERSON
CUSHMAN-WAKEFIELD
Mr. Rob Rogers
303 N. Hurstbourne Pkwy, Suite 115
Louisville, KY
Phone: (502) 384-4494, x 163
- E. START AND COMPLETION DATES
Start Date: May 2019
Projected Completion Date: August 2019
- F. Design Consultants Estimate\$315,000.00
Original Const. Contract.....\$306,090.00
Final Contract amount.....\$315,222.00



Steeplechase



Steeplechase



Steeplechase



Steeplechase

- A. PROJECT NAME & LOCATION:
***KEC: WEST WING, WEST HALL & PAVILION
LOUISVILLE, KENTUCKY***

- B. BRIEF DESCRIPTION OF BUILDING
West Wing, West Hall and Pavilion

- C. EXTENT OF SERVICE PROVIDED
Roof Overlay, Metal Roof Replacement, Metal Wall Replacement
Roof System: Modified Bitumen
Roof Size: 227,600 SF

- D. OWNERS AND CONTACT PERSON
COMMONWEALTH OF KENTUCKY
Mrs. Anne Muller
403 Wapping Street
Lexington, KY 40601

- E. START AND COMPLETION DATES
Start Date: April 2018
Projected Completion Date: June 2020

- F. Design Consultants Estimate\$3,121,500.00
Original Construction Contract.....\$2,593,000.00
Final Contract Amount.....\$2,768,945.00



West Hall



West Wing



West Hall



West Wing & Pavilion

- A. PROJECT NAME & LOCATION:
KENTUCKY DEPARTMENT OF PARKS (EAST)
MULTIPLE ROOF REPAIRS
VARIOUS LOCATIONS, KY
- B. BRIEF DESCRIPTION OF BUILDING
 Building Roof Analysis & Roof Replacements
 - Phase I (5 Bldg. Roof Replacements): Greenbo Lodge, Carter Caves Lodge, Jenny Wiley Conference Center , EP Sawyer Activities Building, General Butler Conference Center.
 - Phase II (5 Bldg. Roof Replacements): Jenny Wiley Pines Building, Kincaid Lake Multipurpose Bldg., Ft. Boonesboro Flat Roofs, Burnside Bath House, Pine Mountain Meeting Facility
- C. EXTENT OF SERVICE PROVIDED
 Complete architectural services for re-roofing of buildings with SBS Modified Bitumen & Asphalt Shingles. The Project included total removal and replacement of low sloped and steep sloped roofs.
 Roof Sizes (Total): 101,350 sf (Phase I) / 19,540 sf (Phase II)
- D. OWNERS AND CONTACT PERSON
 Commonwealth of Kentucky
 Mr. Carl Kratzer
 403 Wapping St.
 Frankfort, KY
 Phone: (502) 330-7180
 E-mail: carl.kratzer@ky.gov
- E. START AND COMPLETION DATES
 Start Date: Varies [1st contract began August 2019]
 Completion Date: Varies (All Phase I projects complete; Phase II Jenny Wiley Pines Building & Pine Mountain Meeting facility are complete) [All other Phase II projects contingent on financing, Phase 'A's submitted]
- F. Design Consultants Estimate \$1,908,000.00 (Phase I) / \$ 230,000.00 (Phase II)
 Original Construction Contract..... \$1,393,712.60 (Phase I) / \$ 237,116.00 (Phase II)
 Total all Change Orders..... \$ 341,605.44 (Phase I) / \$ -7,767.00 (Phase II)
 Final Contract amount..... \$1,735,318.04 (Phase I) / \$ 229,349.00 (Phase II)



Greenbo Lodge



Jenny Wiley - Conf Ctr

- A. PROJECT NAME & LOCATION:
KENTUCKY DEPARTMENT OF PARKS (WEST)
MULTIPLE ROOF REPAIRS
VARIOUS LOCATIONS, KY
- B. BRIEF DESCRIPTION OF BUILDING
 Building Roof Analysis & Roof Replacements
 - Phase I (5 Bldg Roof Replacements) : Lake Barkley Lodge, Lake Barkley Guestrooms, Dale Hollow Lodge Complex, Kenlake Lodge
 - Phase II (4 Bldg Roof Replacements): Columbus-Belmont Conference Center, JJ Audubon Nature Museum, Lake Barkley Indoor Pool, Lake Barkley Little River Lodge
- C. EXTENT OF SERVICE PROVIDED
 Complete architectural services for re-roofing of buildings with SBS Modified Bitumen & Asphalt Shingles. The Project included total removal and replacement of low sloped and steep sloped roofs.
 Roof Sizes (Total): 233,960 sf (Phase I) / 21,380 sf (Phase II)
- D. OWNERS AND CONTACT PERSON
 Commonwealth of Kentucky
 Mr. Dwayne Brown
 403 Wapping St.
 Frankfort, KY
 Phone: (270) 210-0253
 E-mail: dwayne.brown@ky.gov
- E. START AND COMPLETION DATES
 Start Date: Varies [1st Contract Began August 2019]
 Completion Date: Varies (All Phase I projects complete, exceptions are Lake Barkley Lodge & Guestrooms which have been placed on hold.) [Phase II projects contingent on financing, Phase 'A's submitted] [*Estimates do not include L.B. Lodge and Guestrooms: Lodge Estimate = \$2,184,000.00/ Guest Rooms = \$ 1,511,000.00*]
- F. Design Consultants Estimate \$1,176,000.00 (Phase I) / \$ 836,250.00 (Phase II)
 Original Construction Contract..... \$ 880,590.00 (Phase I) / Not Applicable
 Total all Change Orders..... \$ 7,386.45 (Phase I) / Not Applicable
 Final Contract amount..... \$ 887,976.45 (Phase I) / Not Applicable



Kenlake Lodge



Dale Hollow Lodge

Asbury Family Life Center Wilmore, Kentucky

Owner
Asbury Theological Seminary
Kalas Village
Wilmore, KY 40390

Project Scope
\$1,000,000

Project Status
Completed 2014

Project Description

Magna provided electrical and mechanical design services for this new 10,000 square foot facility for Asbury Seminary. The facility includes a multipurpose room with stage, designed to seat approximately 150 people, kitchen facilities, art room, childrens' play area, chapel, and supporting spaces. Outdoor areas include a covered patio, pavillion, and play area with grade-mounted fountain heads.



The facility includes a geothermal heating and cooling system. Plumbing is designed to accommodate the kitchen, restrooms, outdoor play area, and limited area sprinkler system. The lighting system includes architectural recessed indoor fixtures, cove lighting, stage lighting with manual controls, and decorative lighting for the chapel. Exterior lighting is LED.

Magna also provided design services to accommodate the site utilities, including water, sanitary, electrical, and communication services, which are underground to the building.



Boone National Guard Center Fitness Center Frankfort, Kentucky

Owner
Department of Facilities and Contract Administration
403 Wapping Street
Frankfort, KY 40601
(502) 564-3155
POC: Mr. Bernard Engelman

Project Scope
\$1,100,000

Project Status
Under Construction

Project Description

Magna is providing mechanical, electrical, and plumbing design services for this renovation project. The existing pre-engineered metal building is 10,560 square feet and is used as an aircraft hangar. The building will be converted to a fully functioning gym with cardio and selectorized equipment areas, free weights, open gym area, and locker rooms.

The plumbing design includes replacement and addition of plumbing fixtures to accommodate the design occupancy. Water and sanitary piping will be extended as required, and new gas water heater added.

The HVAC design includes a 30 ton split system with gas fired furnace and outdoor condensing unit. Outside air is provided as required, and an economizer is specified to introduce up to 100% fresh air to the air handler using differential enthalpy sensor controls.



The electrical design includes replacement of interior lighting with high bay LED fixtures in large open areas and lensed troffers in areas with dropped ceilings. Occupancy and daylight sensors will be used for automatic control. Exterior lighting will be replaced with LED, cutoff type, controlled by photocell. The electrical service will be upgraded as required for new loads, and receptacles throughout will be replaced and added to accommodate equipment. An existing photovoltaic system will remain, and be reconnected to the new power system.

Communications infrastructure will be added to include communications outlets for equipment and for convenience. The cabling will be terminated at a patch panel, and a service conduit installed to existing campus communications infrastructure outside the building. An existing closed circuit video system will be re-arranged to accommodate the new building layout. The existing fire alarm system will be expanded to meet current code requirements.

Miracle League Fields Fairfield, Ohio

Owner

Joe Nuxhall Miracle League Fields
c/o Fairfield Community Foundation
5350 Pleasant Avenue
Fairfield, Ohio 45014
Betsy Hope, Director
(513) 829-6355

Project Scope
\$2,500,000

Project Status
Completed 2012

Project Description

Magna Engineers served as the mechanical and electrical engineer for the Joe Nuxhall Miracle League Fields, a two-field complex suitable for tournament play. The facility is designed specifically for disabled children. Plans are also underway to allow use from other groups such as local disabled veterans and seniors' groups. The site will accommodate future expansion, including both a fully handicapped-accessible playground for younger children and additional Miracle League fields.



The complex includes:

- Two rubberized softball fields. These fields are made of a durable, spongy, painted rubber surface that will allow wheelchair-bound individuals or individuals with trouble walking to play safely.
- State-of-the-art handicapped-accessible restrooms
- Level parking lot with an abundance of handicapped-accessible parking and level sidewalks and ramps connecting each of the ball fields
- Ground-level, covered dugouts
- Electronic scoreboards
- A pavilion that housing a concession stand, equipment storage and a press box
- Stadium-style seating for spectators
- Sportslighting for the fields
- LED parking lot and flagpole lighting

2i. Conflict of Interest Statement

CONFLICT OF INTEREST STATEMENT

We have no conflicts of interest to disclose.

All project team members declare that they have no conflicts of interest.

2j. Design Approach

PROJECT APPROACH

ROOF ASSESSMENT

Before our team can begin proposing roof solutions, we must first determine the PROBLEMS through our comprehensive Roof Assessment. Our Team schedules a series of site visits to document the conditions of the existing roofs including, but not limited to, the following NOTE: We have compiled a comprehensive checklist of 47 items that are included in our assessments...the following are some of the major items.

- Water management and roof drainage system
- Roof deck type and material
- Core samples of roof to determine roof makeup and slope
- Moisture content testing (Note: We have in-house infrared and moisture testing equipment)
- Asbestos tests
- Roof plan dimension verification
- Details of construction
- Existing condition photography
- Membrane condition including ridges, blisters, pitch pockets, etc.
- Wall and curb flashing condition
- Parapet conditions
- Rooftop mounted equipment
- Plumbing stack, heat stack, and electrical conduit penetrations
- Lightning protection attachment
- Historical review
- Thermal insulation value
- Wind uplift observations and ratings

ROOF ASSESSMENT REPORT FORMAT

Part 1: Executive Summary

- This summary clearly identifies from a "10,000 ft." elevation what was assessed, what major items were found, and what recommended solutions and budgets are being proposed.

Part 2: Existing Facility Roof Plans

- Drawn to scale with equipment, roof projections, lightning protection, drainage, and all other rooftop items located.
- Our Team field measures and verifies every detail.

Part 3: Condition Reports

- Ranking and rating of each roof area and every aspect of the roof system.
- The Condition Report goes into great detail on the findings from the field observations and as broken down by each roof area on the building.

Part 4: Existing Condition Photographs

- Itemized and captioned by each roof area on the building and a condition report ranking of each roof area to easily identify where the photo is taken and what the photo is showing.

Part 5: Recommended Solutions & Budgets

- Based on our findings and the needs/constraints of the Owner, our Team compiles detailed work scopes, life cycle projections, Return on Investment calculations, and line-item estimates for recommended solutions that include:
 - Short Range Solutions: Immediate roof repair items.
 - Mid Range Solutions: Solutions to increase the remaining useful life of your current roof system included but not limited to roof recovery, coatings, and Roof Management Programs.
 - Roof Management Program consists of Periodic Roof Inspections, Preventative Maintenance, and Emergency Repair.
 - Long Range Solutions: Long-term and cost effective roof solutions.

ROOF CONSULTING

Once the Roof Assessment Report has been submitted and a course of action has been determined by the owner, our Team will begin working on the final design and Construction Documents. Our field investigation, drawings, construction details, and specifications are unmatched in the arena of roof consulting. An overview of our methodology is as follows:

- **Programming:** We work closely with the Owner to uncover all data and conditions. We work closely with the Owner to understand their goals, needs, and any additional useful information.
- **Roof Assessment:** As outlined in detail above, our Team coordinates an in-depth onsite field analysis of existing roof conditions and construction details and creates a proven Five Part Report.
- **Preliminary Roof Concepts & Design:** Our Team will review with the Owners multiple long-term, cost effective solutions. We review construction budgeting and return on investment (including initial cost, life cycle costs, and maintenance costs).
- **Budgeting:** We compile line-item construction cost budgeting (including materials, labor, overhead, markup, equipment, and OSHA safety).
- **Construction Documents:** Based on the above gathered information, our Team develops detailed roof plans and construction details drawn to scale. We show each of the various roof area designations and height differences. We also show the determined set-up areas, contractor parking, and storage areas on the Overall Site Plan. The scrupulous amount of detail contained in our Construction Documents helps to mitigate the request for Change Orders and time delays.
- **Technical Specifications:** Our Team goes into great detail to research technical performance specifications, include thorough bidding requirements, clearly coordinated contract terms and conditions, and integration of all specification items with the drawings.
- **Warranty Review:** Our Team researches each manufacturer's warranty program and schedules a conference with the Owner for full review.
- **Pre-Bid Conference:** Our Team will coordinate this meeting to review with all prospective contractors the site conditions and restrictions, set-up and staging areas, material storage, and Owner's criteria. We will thoroughly review the

project scope of work, site limitations, and determine a deadline in which questions must be submitted.

- **Bidding Assistance:** We will work with the Owner to coordinate an Invitation to Bid and Bid Forms, and we will assist in any written addenda during the bid process to clarify any questions. Once the bids have been submitted, we work closely with the Owner to review and evaluate. As both Architects and Roofing Contractors, we are in a unique position to be able to work closely with numerous contractors around the region and can make confident recommendations as to their quality and construction expertise.
- **Pre-Construction Conference:** Once the contractor has been awarded a contract, we will assist and help coordinate the initial meeting with all parties, trades, and manufacturers representatives involved in the project. This meeting will review all on-site requirements, safety, communication, storage, and material submittals. We have developed a thorough checklist of items to be covered during the Pre-Construction Meeting based on years of roof experience.
- **Construction Administration:** Our office specifies that daily reports and photographs are to be submitted by the contractor of all work being performed during the workday. Our office can perform periodic site visits or full-time (added cost) construction observation to verify conformity with the contract documents and will submit a detailed report with photographs to all parties. We will evaluate requests for payment, and review and resolve any issues found in the field.
- **Progress Meetings:** These meetings will be coordinated by our office with all involved parties and shall be scheduled regularly throughout construction to address and resolve any issues, review the progress schedule, and trade coordination. We have a format that we have developed over the years to organize, record, and distribute reviews of each meeting in a timely fashion.
- **Construction Project Closeout:** Upon Substantial Completion, we will come onsite to perform our comprehensive review of items to be repaired (punch list), as well as have the contractor coordinate for the Manufacturer's Technical Inspector to come on-site and perform their own, independent punch review. Upon Final Completion, our office will come back on-site to closeout all open punch list items once we have verified their repair. Our Office will compile and deliver to the Owner at the closeout of the job a binder containing all reports and documents including meeting reviews, progressive photographs, maintenance manuals, and warranty programs.

EXAMPLE OF BUDGETING CAPABILITIES

EXAMPLE OF ESTIMATE BASED ON THEORETICAL 100 SQUARE JOB

MATERIALS

Insulation, Isocyanurate 1"	100 sq x \$26.00/sq	= \$ 2,600.00
Insulation, Perlite 1"	100 sq x 22.00/sq	= 2,200.00
Vapor barrier	20 rl x 18.00/rl	= 360.00
Asphalt	290 ct x 10.00/ct	= 2,900.00
Type IV Fiberglass felt 4 ply	85 rl x 18.00/rl	= 1,530.00
Cant strip	400 lf x .25/lf	= 100.00
Termination bar & fasteners	400 lf x .50/lf	= 200.00
Flashing Cement	12 pl x 15.00/pl	= 180.00
Base flashing 18"	14 rl x 22.00/rl	= 308.00
Fiberglass mesh	3 rl x 15.00/rl	= 45.00
Plumbing leads	3 pl x 25.00/pl	= 75.00
Drain leads	4 dl x 30.00/dl	= 120.00
Wood nailer	400 lf x .50/lf	= 200.00
Gravel surface	23 tn x 18.00/tn	= <u>414.00</u>
MATERIAL TOTAL		= \$11,232.00

Material Total includes tax and shipping cost.

LABOR (Man Hours)

Job set up	= 30
Tear off and haul	= 250
Lay vapor barrier	= 35
Lay 2 layer insulation	= 55
Lay 4 ply felt	= 150
Set cant strip and flash perimeter	= 45
Termination bar @ perimeter	= 20
Miscellaneous projections	= 5
Gravel surface	= 95
Clean up	= <u>25</u>
TOTAL MAN HOURS	= 710
X \$30.00/man hour	<u>x 30</u>
TOTAL COST FOR LABOR	= \$21,300.00

Labor Total includes benefits/insurance/workman's comp., etc.

TOTALS SHEET

Materials	= \$11,232.00
Labor	= <u>21,300.00</u>
Sub Total	= 32,532.00
Overhead	= x <u>1.15</u>
Sub Total	= 37,411.80
Sheetmetal & perimeter metal counter flashing	= 2,600.00
Dumpsters	= 1,600.00
Truck expenses	= 750.00
Crane rental	= 720.00
Warranty	= 1,500.00
Bid bond and Performance bond	= <u>885.00</u>
Final Bid Price Total	= \$45,466.80

2k. Firm Workload

PATRICK D. MURPHY CO., INC. ARCHITECTS
Ability to Meet Schedule

The majority of Patrick D. Murphy Co., Inc. Architects projects are in the bidding or construction Phase. The remaining projects that are under design are 30 days from being completed and sent out to bid. We currently have personnel availability to begin work on this project immediately.

We have previously been awarded multi-building projects for State of KY Parks, Kentucky School for the Deaf & School for the Blind & Kentucky State University that had strict design and construction deadlines due to funding restrictions. We were able to meet, and in some instances, exceed the Design Phase parameters to get projects out to bid on-time and within budget.

We have an impeccable track record when it comes to design phase & construction administration performance.

21. References

References from Similar Projects

Name of Project: JCTC: Tech Buildings 'A' & 'B'

Address of Project: Jefferson Community & Technical College
727 W. Chestnut Street
Louisville, KY 40203

Date Project Completed: November 2019

Construction Amount: \$1,036,653.00

Current Contact Person and Phone Number: Mrs. Anne Muller (502) 656-5906

Name of Project: Kentucky Department of Parks (East)

Address of Project: Various Locations
Eastern KY

Date Project Completed: Varies / In-Progress

Construction Amount: \$1,735,318.00

Current Contact Person and Phone Number: Carl Kratzer (502) 330-7180

Name of Project: Kentucky Department of Parks (West)

Address of Project: Various Locations
Western KY

Date Project Completed: Varies / In-Progress

Construction Amount: \$887,976.45

Current Contact Person and Phone Number: Dwayne Brown (502) 782-0315

Name of Project: Kentucky State University: Exum Ctr / Carver Hall / Blazer Library

Address of Project: Kentucky State University
400 E. Main Street
Frankfort, KY

Date Project Completed: In-Progress

Construction Amount: Exum - \$2,048,000.00 / Carver - \$777,000.00 / Blazer - \$480,300.00

Current Contact Person and Phone Number: Mrs. Donna Farmer (502) 330-8603

5. Work Plan

WORK PLAN

Patrick D. Murphy Co., Inc., Architects will complete the work described in this RFP as follows:

1. Checklist of Deliverables:

a. Schematic Design

i. Architect's Services (Jean-Paul Grivas)

1. Client-supplied Data Coordination
2. Program and Budget Evaluation
3. Review of Alternative Design Approaches
4. Architectural Schematic Design
5. Schematic Design Drawings and Documents
6. Statement of Probable Construction Costs
7. Client Consultation
8. Project Management
9. Agency Consultation

ii. Consultants' Services (Michelle Howlett)

1. Plumbing Concepts
2. Statements of Probable Costs

b. Design Development

i. Architect's Services (Jean-Paul Grivas)

1. Client-supplied Data Coordination
2. Design Coordination
3. Architectural Design Development
4. Design Development Drawings and Documents
5. Statement of Probable Construction Costs
6. Client Consultation
7. Project Management
8. Agency Consultation

ii. Consultants' Services (Michelle Howlett)

1. Plumbing Design Development
2. Statements of Probable Costs

c. Construction Documents

i. Architect's Services (Jean-Paul Grivas)

1. Client-supplied Data Coordination
2. Project Coordination
3. Architectural Construction Documents (Working Drawings, Form of Construction Contract and Specifications)
4. Document Checking and Coordination
5. Statement of Probable Construction Costs
6. Client Consultation
7. Alternative Bid Details and Special Bid Documents
8. Project Management
9. Agency Consultation

- ii. Consultants' Services (Michelle Howlett)
 - 1. Plumbing Construction Documents
 - 2. Statements of Probable Costs

2. Budget & Schedule

a. Design Stage

- i. Schematic Design Phase \$ 8,400.00 (14%) [April 11, 2023]
- ii. Design Development Phase \$ 18,000.00 (30%) [May 16, 2023]
- iii. Construction Documents Phase \$ 12,600.00 (21%) [June 20, 2023]
- iv. Bid Phase \$ 3,000.00 (5%) [July 6 & August 8, 2023]

b. Construction Administration Stage

- i. Construction Administration \$ 18,000.00 (30%) [Sept. 12, 2023 – April 30, 2024]

c. TOTAL A/E Services **\$ 60,000.00 (100%)**

3. Communication/ Documentation & Collaboration Plan

- a. Patrick D. Murphy Co., Inc., Architects (PDMA) will work in a team approach with Magna Engineers. Project team leaders from PDMA & Magna will collaborate on a weekly basis, minimum, throughout the design and construction phases to ensure a comprehensive and thorough set of Construction Documents and Probable Cost Estimates.
- b. Communication will be via e-mail, phone & shared cloud storage files.

4. QA/ QC Program between Disciplines:

- a. We utilize our proprietary in-house checklist for Quality Control and Coordination between Consultants, Specifications and Drawings.
- b. Quality Control reviews of Consultant's project documents occurs prior to each design milestone. This is performed by the lead designer in our office.
- c. Quality Assurance occurs between PDMA and our consultants throughout the course of the project during design and at each design milestone.

5. QA/ QC Program during Design and through Construction Administration: (See Attachment)

- a. We utilize our proprietary in-house checklist for Quality Control and Coordination between Consultants, Specifications and Drawings.
- b. Quality Control reviews of project documents occurs prior to each design milestone. This is performed by a review of the documents by a separate designer/ contractor in our office.
- c. Quality Assurance occurs throughout the course of the project by the design professional and support staff that has been assigned to the project
- d. Periodic site visits will occur to confirm construction details, and design intent, are being followed by the awarded contractor. Construction Progress is documented and any deviations from the Construction Documents are noted and called out.

QUALTY ASSURANCE/QUALITY CONTROL

Scope Verification Meeting	Existing Roof Observation Report	50% Plan Review Meeting	95% Plan Review Meeting	Omissions and Errors Check Meeting	Final Package Submittal
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BID/CONSTRUCTION QA/QC

Pre-Bid Meeting	Bid Review	Pre- Construction Meeting	Construction Meetings	Project Close-Out
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DESIGN PRE-CONSTRUCTION QA/QC LIST

YES	NO	N/A	SCOPE VERIFICATION MEETING
			All drawings are correct size.
			All drawings have been prepared with the required CAD software.
			Project tiles are correct and consistent for all documents.
			Prescribed title blocks have been used.
			Line weights are correct.
			Text size and font style are correct
			Graphic scales are shown.
			Drawing numbering system is correct format.
			Specifications are in the correct format.
			Drawing sealed by Engineer of Record

YES	NO	N/A	EXISTING SITE OBSERVATIONS REPORT
			Proposed systems and processes meet the stated performance objectives.
			Design reflects the most effective solution to meeting the design criteria.
			Owner directions from previous meetings & reviews were incorporated.
			Design has been analyzed for problematic secondary effects.
			Level of complexity of the design is appropriate
			Operating staffing level is appropriate.
			Lessons learned are incorporated.
			All existing conditions are shown and field-verified for accuracy.
			Design is appropriate for chosen equipment methodology.

YES	NO	N/A	50% AND 95% PLAN REVIEW MEETINGS
			Physical drawings agree with diagrammatic drawings.
			General arrangement drawings are consistent across disciplines.
			Plan views are consistent within disciplines & consistently oriented.
			Plan drawings are to a consistent scale.
			Sectional views are oriented consistently & sectional references are clear.
			Drawn elements are consistent across match lines.
			Technical specifications are complete & accordance with standards.
			Specification requirements are explicit where required.
			Functional and performance-based specifications are used as appropriate.
			Preferred vendors are listed appropriately to optimize competition.

YES	NO	N/A	OMISSIONS AND ERRORS CHECK MEETINGS
			Verify the plan/proposal (construction documents) are 100% complete.
			Review cost/schedule of project; compare to approved programming document
			Proposed site affords sufficient access for equipment.
			Conventional equipment may be used for lifting and placement operations.
			Site is Amendable for Multiple Contractor Access if Applicable.
			Proposed construction sequence is described & all disciplines understood.
			Ensure all recommendations are incorporated into plan/proposal.

YES	NO	N/A	BID REVIEW
			Unit cost review.
			Addendum(s) recognized.
			Bid bond.
			Payment and performance bond.
			Insurance.
			Manufacturers' approval letter.
			Review references.
			Submit contractor approval letter

YES	NO	N/A	PRE-CONSTRUCTION MEETING
			Review owner/site requirements.
			Emergency call list.
			Hours of operation.
			Final setup areas. (staging and material storage)
			Schedule of values.
			Construction schedule
			Submittals (materials & shop drawings)
			Pre-construction photos.
			Testing of existing drainage.

YES	NO	N/A	CONSTRUCTION ADMINISTRATION
			Progress meetings. (Minimum of one per month)
			Periodic construction observations. (Minimum of two per month)
			Schedule monitoring.
			Pay application review.
			Weather data.
			Daily construction photographs & reports.
			Change orders.
			RFI's.
			Substantial completion punch review & report.

YES	NO	N/A	PROJECT CLOSE OUT
			Final pay request review.
			Release of retainage.
			Punch list completion verification.
			Final lien release/affidavit.
			Warranty delivery. (20-Yr. manufacturer & 2-Yr. contractor).
			Release of payment and performance bond (consent of surety).
			Record drawings.

A. Affidavit

AFFIDAVIT

Comes the Affiant, Jean-Paul Grivas, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jean-Paul Grivas and he/she is the individual submitting the proposal or is the authorized representative of Patrick D. Murphy Co., Inc., Architects, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Jean Paul Grivas

STATE OF Kentucky

COUNTY OF Jefferson

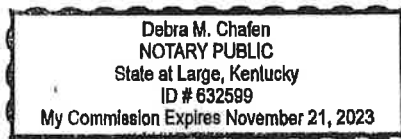
The foregoing instrument was subscribed, sworn to and acknowledged before me

by JEAN PAUL GRIVAS on this the 1ST day

of February, 2023

My Commission expires: 11-21-2023

Debra M. Chafen
NOTARY PUBLIC, STATE AT LARGE



B. American Rescue Plan Act (Amendment 1)

AMERICAN RESCUE PLAN ACT

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

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

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

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

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Signature

02/01/2023

Date

C. Equal Opportunity Agreement

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.

John Paul Louis

Signature

Patrick D. Murphy Co., Inc., Architects

Name of Business

D. Form of Proposal

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for a Government Center Annex & Police Headquarters
Roof Replacement
Request for Proposal # 01-2023
Form of Proposal

Consultant: Patrick D. Murphy Co., Inc., Architects

Address: 4606 Illinois Ave., Louisville, KY 40213

1. General:

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

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

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

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

<u>Design Stage (Total Services Below)</u>	<u>\$ 42,000.00</u>
Schematic Design Phase: (percentage of total services)	<u>\$ 8,400.00</u> <u>14</u> %
Design Development Phase: (percentage of total services)	<u>\$ 18,000.00</u> <u>30</u> %
Construction Documents Phase: (percentage of total services)	<u>\$ 12,600.00</u> <u>21</u> %
Bid Phase: (percentage of total services)	<u>\$ 3,000.00</u> <u>5</u> %
<u>Construction Administration Stage</u> (percentage of total services)	<u>\$ 18,000.00</u> <u>30</u> %
<u>Total Architectural/ Engineering Services</u>	<u>\$ 60,000.00</u>

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

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal of Firm</u>	<u>\$ 190.00</u> \$/HR
<u>Sr. Profesional/ Project Manager</u>	<u>\$ 150.00</u> \$/HR
<u>Registered Architect (Other Than Principal)</u>	<u>\$ 125.00</u> \$/HR
<u>Roof Observer</u>	<u>\$ 85.00</u> \$/HR
<u>CAD Draftsman</u>	<u>\$ 80.00</u> \$/HR
<u>ENG. (Principal)</u>	<u>\$ 160.00</u> \$/HR
<u>Sr. Engineer</u>	<u>\$ 150.00</u> \$/HR
<u>Grad Engineer</u>	<u>\$ 120.00</u> \$/HR

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



Signature

Jean-Paul Grivas

Name

Vice-President

Title

02/01/2023

Date

E. General Provisions

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



02/01/2023

Date

F. MWDBE Forms



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #1-2023

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. Magna Engineers 861 Corporate Dr., Suite 210 Lexington, KY 40503	WBE	Roof Drain Renovations Plumbing	\$ 9,980.00	16.6%
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.

Patrick D. Murphy Co., Inc., Architects
 Company

2/1/2023
 Date

Jean-Paul Grivas
 Company Representative

Vice-President
 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # RFP #1-2023

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 Patrick D. Murphy Co., Inc., Architects	Contact Person Jean-Paul Grivas, V.P.
Address/Phone/Email 4606 Illinois Ave., Louisville, KY 40213 502.494.5965 JPGrivas@pdmarchitects.com	Bid Package / Bid Date Roof Replacement / February 1, 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
Magna Engineers 861 Corporate Dr. Suite 210 Lexington, KY 40503	Michelle Howlett	Work: 859.309.2991 Cell: 859.351.5727 e-mail: mhowlett@magnaengineers.com	01/25/2023	Plumbing	e-mail Phone Meeting	\$ 9,980.00	Female	N/A

(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.

Patrick D. Murphy Co., Inc., Architects
 Company
2/1/2023
 Date

Jean-Paul Grivas
 Company Representative
Vice-President
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP #1-2023

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 Central Purchasing Economic Inclusion Outreach event

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

 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.

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

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

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

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

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

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

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

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

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

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

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

Patrick D. Murphy Co., Inc., Architects

Company
2/1/2023

Date

Jean-Paul Grivas

Company Representative
Vice-President

Title





JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Magna Engineers, PLLC DBA Magna Engineers

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: August 31, 2011
Expiration Date: August 31, 2023
WBENC National Certification Number: 2005118816

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Ohio River Valley, a WBENC Regional Partner Organization.

Authorized by Sheila Mixon, Executive Director
Women's Business Enterprise Council Ohio River Valley



NAICS: 541330, 238210, 541310
UNSPSC: 81100000, 81101600, 81101701



G. PDMA – Affirmative Action Plan

PATRICK D. MURPHY CO., INC. ARCHITECTS

AFFIRMATIVE ACTION PROGRAMS

**For People of Color, Women and Individuals
with Disabilities**

May 1, 2022 – April 31, 2023

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DESCRIPTION OF ORGANIZATION

Patrick D. Murphy Co., Inc. Architects
Architectural Services, Envelope Consulting, Roof Consulting
4606 Illinois Ave.
Louisville, Kentucky 40213

Patrick D. Murphy, President
e-mail: pdmurphy@pdmarchitects.com
Office: 502-454-5632

Jean-Paul Grivas, Vice-President
e-mail: jpgrivas@pdmarchitects.com
Office: 502-454-5632

DEFINITIONS USED IN THIS AAP

Individual with a Disability: any person who has a physical, sensory, or mental impairment which “materially” (Kentucky) or “substantially” (federal) limits one or more major life activities, or has a record of or is regarded as having such an impairment. “Individual with a Disability” does not include an alcohol or drug abuser whose current use of alcohol or drugs renders that individual a direct threat to property or the safety of others.

American Indian or Alaska Native - a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American - A person having origins in any of the black racial groups of Africa.

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Native Hawaiian or Other Pacific Islander - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Minority – Any person who identifies as being American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, or in any combination of these identifiers, or someone who identifies as White and as any of the other identifiers.

Job Groups: Although companies are not limited to using these broad job groups as the only means of analyzing their workforce, we use the following as guidelines:

Managers and Administrators: Administrative personnel set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of an organization's operations. This category includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents, and buyers. Unless specifically listed under officials and managers or craft (skilled), first line supervisors, who engage in the same activities as the employees they supervise, should not be reported under this category.

Professionals and Technicians: Professionals are considered to be persons working in occupations requiring either college graduation or comparable work experience. Technicians are those whose work requires a combination of basic scientific knowledge and manual skills such as can be attained through two-year technical or community college degrees or equivalent on-the-job training.

Sales Workers: Occupations engaged wholly or primarily in direct selling. This includes: advertising agents and sales agents, insurance agents and brokers, real estate agents and brokers, sales agents and sales clerks, grocery clerks, cashiers/checkers.

Office and Clerical: All clerical work regardless of the level of difficulty in which activities are predominantly non-manual (though some manual work not directly involved with altering or transporting the products is included). This includes: bookkeepers, collectors, messengers, and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists, secretaries, and telephone operators.

Skilled Crafts: Manual workers of a relatively high skill level who have a thorough and comprehensive knowledge of the process involved in their work. They exercise considerable independent judgment and usually receive an extensive period of training. This includes: building trades, hourly paid foremen and lead-workers who are not members of management, mechanics and repairmen, skilled machinery occupations, electricians. Exclude learners and helpers of craft workers (apprentices).

Operatives: (Semi-skilled): Workers who operate machines or processing equipment or perform other factory-type duties of an intermediate skill level which can be mastered in a few weeks and requires only limited training. This includes: apprentices, operatives, attendants, delivery and route drivers, truck and tractor drivers, dressmakers, weavers, welders. Include craft apprentices in such fields as auto mechanics, printing, metalwork, carpentry, plumbing and other building trades.

Laborers: (Unskilled): Workers in manual occupations which generally require no special training. They perform elementary duties which may be learned in a few days and which require the application of little or no independent judgment. This includes: garage laborers, car washers, gardeners, and lumber workers, laborers performing lifting, digging, mixing and loading.

Service Workers: Workers in both protective and no protective service occupations. This includes: attendants, clean-up workers, janitors, guards, police, fire fighters, waiters and waitresses.

Underutilization: If the number of women or people of color in a job group are less than what is expected based on the availability percentage data adopted for the analysis.

Equal Employment Opportunity (EEO) Policy

Business Name	Patrick D. Murphy Co., Inc.	Date	5/1/2022
EEO Official, Name	Monica Mittle	EEO Official, Title	Project Manager
EEO Official Phone Number	502-454-5632	EEO Official Email Address	mmurphy@pdmarchitects.com

This is to affirm our policy of providing equal employment opportunities to all employees and applicants for employment in accordance with all applicable laws, directives, and regulations of federal, state, and local governing bodies or agencies.

Our organization will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status regarding public assistance. We will take affirmative steps to ensure that all our employment practices are free of discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities whenever possible.

We will evaluate the performance of management and supervisory personnel based on their involvement in achieving these Affirmative Action objectives as well as other established criteria. In addition, all employees are expected to perform their job responsibilities in a manner that supports equal employment opportunities.

I have appointed the above-named EEO Official to manage the Equal Employment Opportunity (EEO) program. This person's responsibilities include monitoring all EEO activities and reporting the effectiveness of the business' Affirmative Action program as required by law. I will receive and review reports on the progress of the program. Any employee or applicant may inspect our Affirmative Action Plan and information related to our EEO program during normal business hours. Please contact the EEO Official for further information.

Any employee or applicant for employment who believes they have been treated in a way that violates this policy should contact either the EEO Official or any other management representative, including me. We will take immediate action to investigate and address allegations of discrimination or harassment confidentially and promptly.



Signature of CEO/President or Board Chairperson

President

Title

Patrick D. Murphy

First and Last Name (Please print)

5/1/2022

Date

ASSIGNMENT OF RESPONSIBILITY FOR AFFIRMATIVE ACTION PROGRAM

Monica Mittle, Project Manager, is designated as the company's EEO manager and is tasked with monitoring all employment activity to ensure that our EEO/AA policies are being carried out. The EEO/AA manager has been given the necessary staffing and support from senior management to fulfill the duties of the position. These duties include, but are not limited to, the following:

1. Develop an EEO policy statement and Affirmative Action Plan ("AAP") that are consistent with the company's EEO policies and establish our affirmative action goals and objectives.
2. Develop and implement internal and external strategies for disseminating the company's AAP and EEO policies.
3. Conduct and/or coordinate EEO/AA training and orientation.
4. Ensure that our managers and supervisors understand it is their responsibility to take action to prevent the harassment of employees and applicants for employment.
5. Ensure that all minority, female, and disabled employees are provided equal opportunity as it relates to organization-sponsored training programs, recreational/social activities, benefit plans, pay and other working conditions.
6. Implement and maintain EEO audit, reporting, and record-keeping systems in order to measure the effectiveness of our Affirmative Action Plan/Program and to determine whether our goals and objectives have been attained.
7. Coordinate the implementation of necessary affirmative action to meet compliance requirements and goals.
8. Serve as liaison between our organization and relevant governmental enforcement agencies.
9. Coordinate the recruitment and employment of women, people of color, and individuals with disabilities, and coordinate the recruitment and utilization of businesses owned by women, people of color, and individuals with disabilities.
10. Coordinate employee and company support of community action programs that may lead to the full employment of women, people of color, and individuals with disabilities.
11. Keep management informed of the latest developments in the area of EEO.

INTERNAL AND EXTERNAL DISSEMINATION OF AFFIRMATIVE ACTION POLICY AND PLAN

A. Internal Dissemination

1. Our EEO policy statement is included in our employee handbooks.
2. We will publicize our EEO policy in any newsletters, magazines, annual reports, or other media the company utilizes.
3. Schedule special meetings all other employees to discuss the policy and explain individual employee responsibilities;
4. We will discuss the policy thoroughly during both employee orientation and management training programs;
5. If applicable we will meet with union officials to provide notice of our EEO policy and ask for their cooperation in implementing the policy.
6. If applicable we will include non-discrimination clauses in all of our union agreements and review all contractual provisions to ensure they are non-discriminatory.
7. We will publish articles in any company publications covering our EEO programs, progress reports, and the accomplishments of disabled and female employees and employees of color.
8. Our EEO policy statement and non-discrimination posters will be permanently posted and conspicuously displayed in areas available to employees and applicants for employment.
9. When employees are featured in product or consumer advertising, employee handbooks, or similar publications, we will include images of male and female employees, employees of color, and disabled employees.
10. Communicate at least annually to employees the existence of our affirmative action program and make available the elements of its program as well as enable prospective employees to know and avail themselves of all of our program's benefits.
11. All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes are carefully selected and trained to ensure that the goals and commitments in the company's affirmative action program are implemented.

B. External Dissemination

1. We will notify all recruiting sources of the company's EEO policy, stipulating that these sources actively recruit and refer women and people of color for all positions listed.
2. We will hold formal briefing sessions with representatives from recruiting sources. As an integral part of these briefings, we will include facility tours; clear and concise explanations of current and future job openings; position descriptions; worker specifications; explanations of the company's

selection process; and, recruiting literature. We will make formal arrangements regarding applicant referrals, and follow-up with referral sources regarding the disposition of applicants.

3. Any disabled employees who wish to participate in career days, youth motivation programs, and related community activities will be given opportunity to do so.
4. Any recruiting efforts at schools will include specific outreach to disabled students.
5. We will make an effort to participate in work study programs with rehabilitation facilities and schools that specialize in the training or educating disabled individuals.
6. We will use all available resources to continue or establish on-the-job training programs.
7. We will incorporate the equal opportunity clause into all purchase orders, leases, and contracts.
8. We will send written notification of the company's EEO policy to all sub-contractors, vendors, and suppliers, and request cooperative action from them.
9. We will notify community agencies, community leaders, secondary schools, colleges, and organizations that promote women, people of color, and disabled individuals regarding the company's EEO policy.
10. When employees are featured in consumer or help wanted advertising, we will include images of male and female employees, employees of color, and disabled employees.
11. We will communicate the existence of our EEO policy to prospective employees and provide sufficient information to enable prospective employees to avail themselves of the policy's benefits.

INTERNAL AUDIT AND REPORTING SYSTEMS

Our EEO manager has responsibility for implementing and monitoring our affirmative action programs. Department heads, managers, and supervisors are responsible for providing the EEO manager with information and/or statistical data as necessary to measure our good faith efforts to implement our programs. In addition, they are also responsible for submitting formal reports to the EEO Manager on a scheduled basis regarding the degree to which corporate or unit goals are attained and timetables are met.

At least annually, internal audit reports will be prepared in table format and dated. Data collected for these reports will include applicant flow, new hires, promotions, transfers, and terminations (voluntary and involuntary) by job group. Figures for each personnel process must show a breakdown by sex, minority classification, and disability status. Reports will be disseminated to appropriate levels of management, and any problem areas will be addressed as promptly as possible.

WORKFORCE ANALYSIS

Availability/Utilization/Underutilization Analysis

The affirmative action plan must include a workforce analysis based on data that is no more than one year old, including a listing of each job title as it appears in your payroll records ranked from the lowest to the highest paid in each department. If there are separate work units or lines of progression within a department, a separate list must be provided for each work unit, or line, including unit supervisors.

GOALS AND TIMETABLES

OPTION 1. During this plan year, it is our goal to make a good faith effort to meet or exceed the availability percentage for women or people of color in all job groups, within our availability/utilization/underutilization analysis. We will continue good faith efforts to recruit and retain individuals with disabilities in all levels of our workforce.

PROBLEM AREA IDENTIFICATION

Patrick D. Murphy Co., Inc. periodically conducts an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity may exist. We evaluated:

1. We have identified no underutilization of women or people of color in our current workforce. We will continue to monitor our workforce composition to ensure that no problems arise.
2. Personnel activity: We will routinely conduct adverse impact analyses using the "Eighty Percent Test" or other statistical methods to analyze our personnel activities, including applicant flow, hires, promotions, terminations and other personnel actions, to determine if there are selection disparities between men and women, people of color, nonminority (and within specific racial groups, if appropriate), or disabled and nondisabled applicants or employees. For tests are used as a part of our selection process, we confirm these tests are job-related and are validated. We have taken corrective action to remove any barriers to hiring or retaining women, people of color, or individuals with disabilities.
3. Compensation system: We will routinely review our compensation system, including rates of pay and bonuses, to determine whether there is any gender, race, ethnicity, or disability-based disparities. If any disparities are identified, we take prompt action to resolve the disparity. In offering employment to individuals with disabilities, we will not reduce the amount of compensation offered because of any disability income, pension, or other benefit the applicant or employee receives from another source.
4. Personnel procedures: We will routinely review all of our personnel procedures and processes, including selection, recruitment, referral, transfers and promotions, seniority provisions, apprenticeship programs and company-sponsored training programs and other company activities to determine if all employees or applicants are fairly considered.

5. Any other areas that might impact the success of our Affirmative Action Program: We continually analyze any other areas that may impact our success, such as accessibility of our facility to the available workforce, the attitude of our current workforce towards EEO, proper posting of our EEO policy and required governmental posters, proper notification of our subcontractors or vendors, and retention of records in accordance with applicable law. We take prompt action to remedy any problems in these areas through training of staff or other methods.

ACTION-ORIENTED PROGRAMS

Selection Process

We will evaluate our selection process using an adverse impact analysis to determine if our requirements screen out a disproportionate number of people of color, women, or individuals with disabilities. All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes will be carefully selected and trained to ensure that there is a commitment to the affirmative action program and its implementation.

Schedule for Review of Job Requirements: We will annually review all physical and mental job requirements to ensure that these requirements do not tend to screen out qualified individuals with disabilities. We will determine whether these requirements are job-related and are consistent with business necessity and the safe performance of the job, and we will remove any physical or mental requirements that do not meet these criteria. Any job descriptions or requirements changed after review will be distributed to all relevant employees, particularly those involved in the selection process and supervision of employees.

Pre-Employment Medical Examination: If we require medical examinations or inquiries as a part of our selection process, all exams or inquiries will be conducted after a conditional offer of employment. Only job-related medical examinations and inquiries will be conducted, and the results of these examinations or inquiries will not be used to screen out qualified individuals with disabilities. Information obtained in response to such inquiries or examinations will be kept confidential except that (a) supervisors and managers may be informed regarding restrictions on the work or duties of individuals with disabilities and regarding accommodations, (b) first aid and safety personnel may be informed, where and to the extent appropriate, if the condition might require emergency treatment, and (c) officials, employees, representatives, or agents of the Kentucky Commission of Human Rights or local human rights agencies investigating compliance with the act or local human rights ordinances will be informed if they request such information.

Accommodations to Physical and Mental Limitations of Employees

We will make reasonable accommodations to the physical and mental limitations of an employee or applicant unless such an accommodation would impose an undue hardship on the conduct of the business.

Recruitment of Employees

1. All solicitation or advertisements for employees will state that applicants will receive consideration for employment regardless of their race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. When needed, to help address underutilization, help wanted advertising will also be placed in news media oriented towards women or people of color. Copies of advertisements for employees will be kept on file for review by enforcement agencies.
2. When we place help-wanted advertisements, we will not indicate a preference, limitation, or specification based on sex, age, national origin, or other protected characteristic, unless that characteristic is a bona fide occupational qualification for a particular job. We will not allow any employment agency with which we work to express any such limitation on our behalf, and we will require that these agencies share our commitment to Equal Employment Opportunity.
3. All positions for which we post or advertise externally will be listed with Kentucky Career Centers, America's Job Bank, or similar governmental agencies.
4. As necessary to ensure that potential candidates are aware of job openings, we will contact community organizations focused on the employment of women, people of color, and individuals with disabilities (including state vocational rehabilitation agencies or facilities, sheltered workshops, college placement offices, education agencies, or labor organizations).
5. We will keep documentation of all contacts made and responses received, in connection with paragraph 4 above, whether formal or informal. We will make every effort to give these agencies a reasonable amount of time to locate and refer applicants.
6. We will carry out active recruiting programs at relevant technical schools and colleges, where applicable.
7. We will encourage existing people of color, female and disabled employees to recruit additional candidates for employment opportunities.
8. Consideration of people of color and women not currently in the workforce: We will take additional steps to encourage the employment of women, people of color and individuals with disabilities who are not currently in the workforce, such as providing part-time employment, internships, or summer employment programs.

Training Programs

People of color, female and employees with disabilities will be afforded full opportunity and will be encouraged to participate in all organization sponsored educational and training programs.

We will seek the inclusion of qualified people of color, female and disabled employees in any apprenticeship program in which we participate.

Promotion Process

Our promotion process has been developed and documented and only legitimate qualifications are considered in our promotion decisions. We will conduct adverse impact analyses to ensure that women, people of color, and employees with disabilities are promoted at rates substantially similar to men, non-people of color, and individuals without disabilities.

Termination Process

We use progressive discipline before terminating employees, where appropriate. All employees are made aware of our discipline process. We will conduct adverse impact analyses to ensure that women, people of color, and employees with disabilities do not leave our company at rates substantially dissimilar to those of men, non-people of color, and employees without disabilities.

Religion and National Origin Discrimination and Accommodation for Religious Observance and Practice

As a part of our commitment to Equal Employment Opportunity for all, we have made a specific effort to ensure that national origin and religion are not factors in recruitment, selection, promotion, transfer, termination, or participation in training. The following activities are undertaken to ensure religion and national origin are not used as a basis for employment decisions:

1. Recruitment resources are informed of our commitment to provide equal employment opportunity without regard to national origin or religion.
2. Our employees are informed of our policy and their duty to provide equal opportunity without regard to national origin or religion.
3. Employment practices exist and are reviewed to ensure that we implement equal employment opportunity without regard to national origin or religion.
4. The religious observances and practices of our employees are accommodated, except where the requested accommodation would cause undue hardship on the conduct of our business.
5. We do not discriminate against any qualified applicant or employee because of race, color, creed, disability, age, sex, sexual orientation, marital status, or status with regard to public assistance in implementing the policy concerning non-discrimination based on national origin or religion.

Sex Discrimination Guidelines

We incorporate the following commitments into this AAP to ensure that all laws related to the prohibition of discrimination based on sex are followed:

1. Employment opportunities and conditions of employment are not related to the sex of any applicant or employee. Salaries are not related to or based upon sex.
2. Women are encouraged to attend all training or development programs to facilitate their opportunities for promotion, and to apply for all positions for which they are qualified.

3. We do not deny employment to women or men with young children and do not penalize, in conditions of employment, women or men who require time away from work for parental leave.
4. Appropriate physical facilities are provided to both sexes.

Prevention of Harassment and Discrimination

Our company has developed policies prohibiting the harassment of or discrimination against any employee because of any characteristic protected under civil rights laws. Senior management will distribute these policies routinely to current employees and incorporate these policies as a part of new employee orientation. Employees are made aware of contact persons to report any violation of these policies.

ANTI-HARASSMENT POLICY

As a part of our commitment to equal opportunity, Patrick D. Murphy Co., Inc. Architects has adopted an anti-harassment policy. Any employee who engages in harassment on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local human rights commission, disability, age, or other legally protected characteristics; any employee who permits employees under his/her supervision to engage in such harassment; or any employee who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and shall be subject to remedial action which may include the imposition of discipline or termination of employment.

Examples of harassment may include derogatory comments regarding a person's race, color, religion, or other protected characteristics, sexually explicit or other offensive images (whether printed or displayed on a computer), and jokes that are based on stereotypes of particular races, sexual orientations, ages, religions, or other protected characteristics.

Sexual Harassment is prohibited and includes any unwelcome sexual advance, request for sexual favor and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, as a term or condition of employment;
- Submission to or rejection of such conduct is used as a factor in any employment decision affecting any individual; or
- Such conduct has the purpose or effect of unreasonably interfering with any employee's work performance or creating an intimidating, hostile or offensive working environment.

Although the intent of the person engaging in the conduct may be harmless or even friendly, it is the perception of the conduct by the recipient that is relevant to whether the conduct is harassment. Given the difficulty of judging whether the conduct is welcome or unwelcome in particular situations, the company prohibits all employees from engaging in any conduct of a sexual nature or amounting to harassment based on any protected category in the work setting.

This policy applies to everyone in the organization as well as senior management. No retaliation or intimidation directed towards anyone who makes a complaint will be tolerated.

If you believe you have been a victim of harassment, take the following steps:

- Discuss the matter with your supervisor or manager.
- If, for any reason, you would prefer not to speak to your supervisor (for example, if you believe your supervisor to be the source of or a party to the harassment), you may talk to any other member of management or the EEO manager.

The company will investigate and attempt to resolve your complaint promptly. If, for any reason, you believe this has not occurred within a reasonable period of time, refer the matter to a member of senior management up to and including the CEO of Patrick D. Murphy Co., Inc., Architects.

PROBLEM RESOLUTION POLICY

In any organization, dissatisfaction may arise because an employee does not know, understand, or agree with certain policy interpretations or management decisions. Such dissatisfactions are commonly referred to as grievances. At Patrick D. Murphy Co., Inc., Architects, we believe that if any employee has a grievance concerning his/her wages, hours of work, or other terms or conditions of employment, the matter should receive attention from management.

An employee who feels aggrieved is urged to take the matter up immediately with his/her supervisor. Your supervisor is required to investigate your grievance and provide you a response or decision within a reasonable period of time. This investigation may consist of, but is not limited to, gathering information from other employees involved, reviewing company policy, and any other action necessary to understand the matter completely.

If you are not satisfied with the response/decision from your immediate supervisor, you are encouraged to notify the next level of management in writing. This next level of supervision will have a reasonable period of time in which to investigate the matter and respond to you in writing.

If, after these steps are taken, you believe inadequate action has been taken to resolve your complaint, contact Monica Mittle. It is the policy of this organization to respond to any and all complaints, and to take immediate and necessary actions to resolve the issue.

There will be no adverse action taken against a complaining employee as a result of making the complaint, regardless of the outcome of the investigation.

If you have a problem which is more specifically addressed by the Anti-Harassment Policy, please follow the procedure described in the Anti-Harassment Policy section.

H. Proposal Form – Company Information

Firm Submitting Proposal: Patrick D. Murphy Co., Inc., Architects

Complete Address: 4606 Illinois Ave., Louisville, KY 40213
Street City Zip

Contact Name: Jean-Paul Grivas Title: Vice-President

Telephone Number: 502-494-5965 Fax Number: 502-454-4650

Email address: JPGrivas@pdmarchitects.com

I. Workforce Analysis Form

WORKFORCE ANALYSIS FORM

Name of Organization: Patrick D. Murphy Co., Inc., Architects

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1														
Professionals	2	2															
Superintendents																	
Supervisors																	
Foremen																	
Technicians	1					1											
Protective																	
Para-																	
Office/Clerical	2	1	1														
Skilled Craft	1	1															
Service/Maintena																	
Total:	7	4	2			1											

Prepared by: Jean-Paul Grivas, Vice-President Date: 2 / 1 / 2023

Jean-Paul Grivas

(Name and Title)

Revised 2015-Dec-15



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #1-2023 Design Services for Government Center Annex & Police Headquarters Roof Replacement** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 1, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

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

A pre-proposal conference will be held January 18, 2023, 2:00 pm, beginning at 150 E Main St, Lexington, KY.

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

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

Signature

Date

SELECTION CRITERIA:

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

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

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

Affirmative Action Plan

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

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

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

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

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

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704



LEXINGTON

REQUEST FOR PROPOSALS

FOR:

**Design Services for Government
Center Annex &
Police Headquarters Roof Replacement**

RFP # 01-2023

Department of General Services

Division of Facilities & Fleet Management

Project Management Group

January 2023

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1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from Architectural/Engineering consultants who are expertly qualified in the performance of professional design services relating to roof replacements and restorations.

The purpose of these services is for the roof replacement of the Government Center Annex (Fayette County Clerk's Office), and the adjacent Police Headquarters. The two facilities are located side-by-side with only the Helix Parking Garage separating the two facilities (Refer to Attachment D for aerial photos). The Government Center Annex roof is approximately 9,126 GSF. The Police Headquarters roof is approximately 15,042 GSF. The Police Headquarters has an area of approximately 900 SF of roofing that was replaced in 2021 and is still under warranty (See Attachment G). Other than the 900 SF (+/-) at Police Headquarters, all other roof areas are to be replaced. The roofs at each facility are beyond their lifecycle, and each facility has had reported leaks that have been repaired as they occurred. The two facilities have been combined as one project due to their proximity to each other, and similar project scope.

Government Center Annex is located at: 162 E. Main Street, Lexington, KY 40507

Police Headquarters is located at: 150 E. Main Street, Lexington, KY 40507

The Project shall consist of Two Stages:

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

1.1 - PROJECT NARRATIVE & REQUIREMENTS

The Government Center Annex (Fayette County Clerk's Office) is approximately 15,042 GSF and is located at 162 E. Main Street, Lexington, KY 40507 adjacent to the east side of the Helix Parking Garage. Currently there does not appear to be adequate slope to the existing drains which has caused some degree of ponding. The main roof system is over a concrete deck with about 1.5" (+/-) of perlite insulation. The adjacency to the parking structure, mechanical penthouse, and low parapets create some challenges in providing the proper insulation and slope to drain. There are also 3 condensing units on the roof that are in the process of being replaced in a separate HVAC project. During the replacement of the condensing units within the separate HVAC project, the equipment curbs will be raised to allow for adequate tapered insulation to achieve proper drainage. The goal is to have new roofing and flashing in place at the equipment curbs to allow for a proper tie in to the new roof system as designed per this project. The Government Center Annex is surrounded by either streets or the parking garage on all sides. Staging and tear off may present some challenges during the construction phase. A complete roof replacement is anticipated for the project, but the design consultant shall be responsible for verifying the site conditions, and making recommendations to the Owner based on a provided construction budget by the Owner.

The Police Headquarters roof is approximately 15,042 GSF and is located at 150 E. Main Street, Lexington, KY 40507 adjacent to the west side of the Helix Parking Garage. The Police Headquarters roof has an area of approximately 900 SF of roofing that was replaced with EPDM in 2021 and is still under warranty. The new roof system will need to tie into the new roof system (EPDM or other) without voiding the warranties. See Attachment G for warranty information. The Police Headquarters is surrounded by either streets or structures on all sides. Staging and tear off may present challenges during the construction phase. A complete roof replacement minus the currently replaced EPDM is anticipated for the project, but the design consultant shall be responsible for verifying the site conditions, and making recommendations to the Owner based on a provided construction budget by the Owner.

The two projects shall be designed and bid as one project, although the Owner reserves the right to bid separately, or to utilize alternates as necessary to align with the project budget. Roof access to the penthouses by permanently attached roof ladders shall also be included within the project scope. The project is primarily a roof replacement project, but will require additional architectural and/or structural services relating to modifications to the existing conditions (increase parapet height, modifications of metal panels at parking garage, modification of penthouse wall panel base, flashing, etc.) to allow for a proper new roof system with adequate slope to drain. All roof surfaces/ levels including penthouses and any other structures on both the Government Center Annex and Police Headquarters shall be included within the scope of services. The consultant shall be responsible for determine the actual roof square footage for each area.

This Request for Proposal includes all phases of design, and outlines each phase with minimum requirements and recommendations within two project stages. Stage 1: Design Stage, includes a schematic design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one year workmanship warranty provided by the contractor.

The consultant shall provide continual coordination with the Owner (LFUCG) and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. The consultant shall prepare alternates at the Owner's request, or as recommended by the consultant and approved by the Owner. Alternates may include, but are not limited to, roof systems/types, access ladders, coping systems, etc.

LFUCG will provide a PDF copy of the separate HVAC project upon request for reference only. LFUCG will also provide any available CAD drawings of the facilities upon request of the successful consultant at award of the projects. Available CAD drawings are typically limited to basic floor plans. The successful consultant shall be responsible for varying all information and providing all drawings/ documents necessary to complete the project. LFUCG shall not be responsible or liable for any missing or inaccurate information contained in any shared files or drawings. See Attachments E & F for Infrared Roof Scan Reports conducted in July 2019, and again in September 2022.

1.2 - SCOPE OF BASIC SERVICES

General Requirements:

- a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (3) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24" x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half size sets of drawings as a portion of the required amount of hard copy sets per each submission.
- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review

meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to design schedule (Attachment C).

- e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
- f. **Authorization to Proceed** – Where multiple phases of work are outlined, the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

1.3 - STAGE 1: Design Stage

The design stage of the project shall include all phases of design: Schematic Design, Design Development, Construction Documents, and Bidding. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. The consultant shall be responsible for communicating the complete design intent. The scope of this project will include full professional services for the full project intent.

1.3a - Schematic Design Phase

The Schematic Design Phase shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. The Schematic Design Phase shall include but not be limited to:

- Preliminary Estimate of Probable Construction Cost.
- Value Engineering Options.
- Schematic Design Narrative & Documentation outlining the existing conditions and recommendations.
- Schematic Design Drawings: Show overall project intent.

1.3b - Design Development Phase

The Design Development Phase shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems, and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach shall be fully communicated within the Design Development Submission. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. The Design Development Phase shall include but not be limited to:

- Estimate of Probable Construction Cost.
- Value Engineering Options.
- Outline Specification.
- Design Development Drawings: Show overall project intent & approach with. Show all major

components, materials, and configurations. Complete basic notation.

1.3c - Construction Document Phase

The Construction Document Phase shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved alternates. Drawings and specification shall be coordinated by the design consultant for quality and completeness. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Central Purchasing. LFUCG Front End Documents, Parts I through VIII will be completed by Central Purchasing with assistance from the design consultant, and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII- Addenda. Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Consultants shall be responsible for the complete Project Manual, and shall include a full table of contents. The Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number. The Cover Sheet for Drawings shall include project name, project address, date of submission, drawing index with sheet names and numbers, list of abbreviations, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and bid number as issued by LFUCG. The completed construction documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. The Construction Document Phase shall include but not be limited to:

- Independent Third Party Estimate.
- Value Engineering Options.
- Project Manual
- Construction Document Drawings: Show the complete project scope in full detail.

1.3d – Design Deliverables

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

At the Schematic Design, and Design Development Phase, the consultant shall incorporate all applicable review comments, and submit (2) Full-size hardcopy sets, (1) Half-size hardcopy set, and (1) digital set of all submission items for a 100% submission of the phase.

At the Construction Document Phase, the consultant shall incorporate all applicable review comments and coordinate with the LFUCG Project Manager & LFUCG Division of Central Purchasing for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit (3) Full-size hardcopy sets, (1)

Half-size set, and one digital set of all submission items for the Final Construction Document Submission.

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

1.3e - Bid Phase

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

1.4 - STAGE 2: Construction Administration Stage

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

1.4a - Construction Administration Phase

Construction Administration shall be provided throughout the Construction Stage in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. A construction administrator who is different from the prime design consultant may be utilized throughout the construction administration phase, but the prime design consultant shall attend at least one progress meeting per month upon request by the Owner. The prime design consultant shall also attend special meetings onsite to review design or construction issues at the Owner's request. LFUCG Project Manager shall be included on all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

Meetings (Pre-Construction & Progress Meetings):

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

Reviews:

Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Close Out Documents, and all other correspondence. Review of O&M

Manuals shall include verification of all warranties, approved shop drawings, close out documents, all product maintenance requirements, etc. All warranties shall have the proper contact information, and shall be current (not a draft or an example warranty). LFUCG shall be the beneficiary of all warranties. All Owner approvals shall be made in writing.

Logs:

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

Correspondence/ Reports:

Consultants shall document and keep a record of all project correspondence.

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

Inspections:

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

Supplemental Drawings:

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

Record Drawings:

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

Close Out:

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

1.4b - Construction Administration Deliverables:

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

1.4c - One Year Workmanship Warranty Period - Coordination Assistance

Warranty Coordination

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

11- Month Walk-Through

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

1.4d - One Year Workmanship Warranty Period Deliverables:

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

1.5 - SELECTION PROCESS

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

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

1.5a - SCORING CRITERIA

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

1.6 - COMPENSATION

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

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for a Government Center Annex & Police Headquarters
Roof Replacement
Request for Proposal # 01-2023
Form of Proposal

Consultant: _____

Address: _____

1. General:

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

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

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

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

Design Stage (Total Services Below)

\$ _____

Schematic Design Phase:
(percentage of total services)

\$ _____
_____ %

Design Development Phase:
(percentage of total services)

\$ _____
_____ %

Construction Documents Phase:
(percentage of total services)

\$ _____
_____ %

Bid Phase:
(percentage of total services)

\$ _____
_____ %

Construction Administration Stage

(percentage of total services)

\$ _____
_____ %

Total Architectural/ Engineering Services

\$ _____

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

Title/Skill Level

Hourly Rate

_____/HR
_____/HR
_____/HR
_____/HR
_____/HR
_____/HR
_____/HR
_____/HR
_____/HR

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

through the Change Order process to the contract.

Signature

Name

Title

Date

ATTACHMENT: B
CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Government Center Annex & Police Headquarters - Roof Replacement** as contemplated in the **OWNER's** Request for Proposal No. #01-2023. 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. 01-2023.

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. 01-2023. (**Exhibit "A"**), and Consultant's Response dated February 01, 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. 01-2023. (**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. 01-2023 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

SECTION 4 - PERIOD OF SERVICES

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

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

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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

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

5.1.2. For Additional Services

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

Unit Pricing

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

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

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

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

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

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

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

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

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

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

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

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 01-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

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

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

OWNER:

CONSULTANT:

Attachment C - Project Schedule

Government Center Annex & Police Headquarters Roof Replacement

Task	Duration	Start	Finish
RFP	71 Days	1/4/2023	3/16/2023
Advertise RFP	28 Day	1/4/2023	2/1/2023
Pre-Proposal Meeting	1 Day	1/18/2023	1/18/2023
RFP - Responses Due	1 Day	2/1/2023	2/1/2023
RFP Evaluation and A/E Recommendation	7 Days	2/1/2023	2/8/2023
Approved in Legistar Date	1 Days	2/17/2023	2/17/2023
Council WS	1 Day	2/28/2023	2/28/2023
Council 1st Reading (DOUBLE READING)	1 Day	3/9/2023	3/9/2023
N.T.P. & P.O.	7 Days	3/9/2023	3/16/2023
Design	112 Days	3/16/2023	7/6/2023
Schematic Design Phase	26 Days	3/16/2023	4/11/2023
Schematic Design Due	1 Days	4/11/2023	4/11/2023
Owner Review & Comments	7 Days	4/11/2023	4/18/2023
Schematic Design Final Deliverables Due	7 Days	4/18/2023	4/25/2023
Design Development Phase	21 Days	4/25/2023	5/16/2023
Design Development Due	1 Days	5/16/2023	5/16/2023
Owner Review & Comments	7 Days	5/16/2023	5/23/2023
Final Design Development Deliverables Due	7 Days	5/23/2023	5/30/2023
Construction Document Phase	21 Days	5/30/2023	6/20/2023
Construction Document 98% Submission	1 Day	6/20/2023	6/20/2023
Owner Review & Comments	4 Days	6/23/2023	6/27/2023
Independence Day (4th of July)	1 Days	7/4/2023	7/4/2023
Owner's Construction Documents' Comments Incorporated	8 Days	6/27/2023	7/5/2023
100% Construction Documents Ready to Advertise Submission	1 Day	7/6/2023	7/6/2023
Advertisement & Award	63 Days	7/6/2023	9/7/2023
Compile Bid Documents	5 Days	7/6/2023	7/11/2023
Advertise for Bids	28 Days	7/11/2023	8/8/2023
Pre-Bid Meeting	1 Day	7/25/2023	7/25/2023
Bids Due	1 Day	8/8/2023	8/8/2023
Bid Review & Selection	3 Days	8/8/2023	8/11/2023
Approved in Legistar Date	1 Days	8/14/2022	8/14/2023
Council WS	1 Day	8/22/2023	8/22/2023
Council 1st Reading (DOUBLE READING)	1 Day	8/31/2023	8/31/2023
Construction Contract Execution/ P.O. (Anticipated)	7 Days	8/31/2023	9/7/2023
Anticipated Construction	261 Days	9/12/2023	5/30/2024
Pre-Construction Meeting (N.T.P.)	1 Day	9/12/2023	9/12/2023
Construction	230 Days	9/12/2023	4/29/2024
Substantial Completion	1 Day	4/30/2024	4/30/2024
Close Out	30 Days	4/30/2024	5/30/2024
Final Completion	1 Day	5/30/2024	5/30/2024

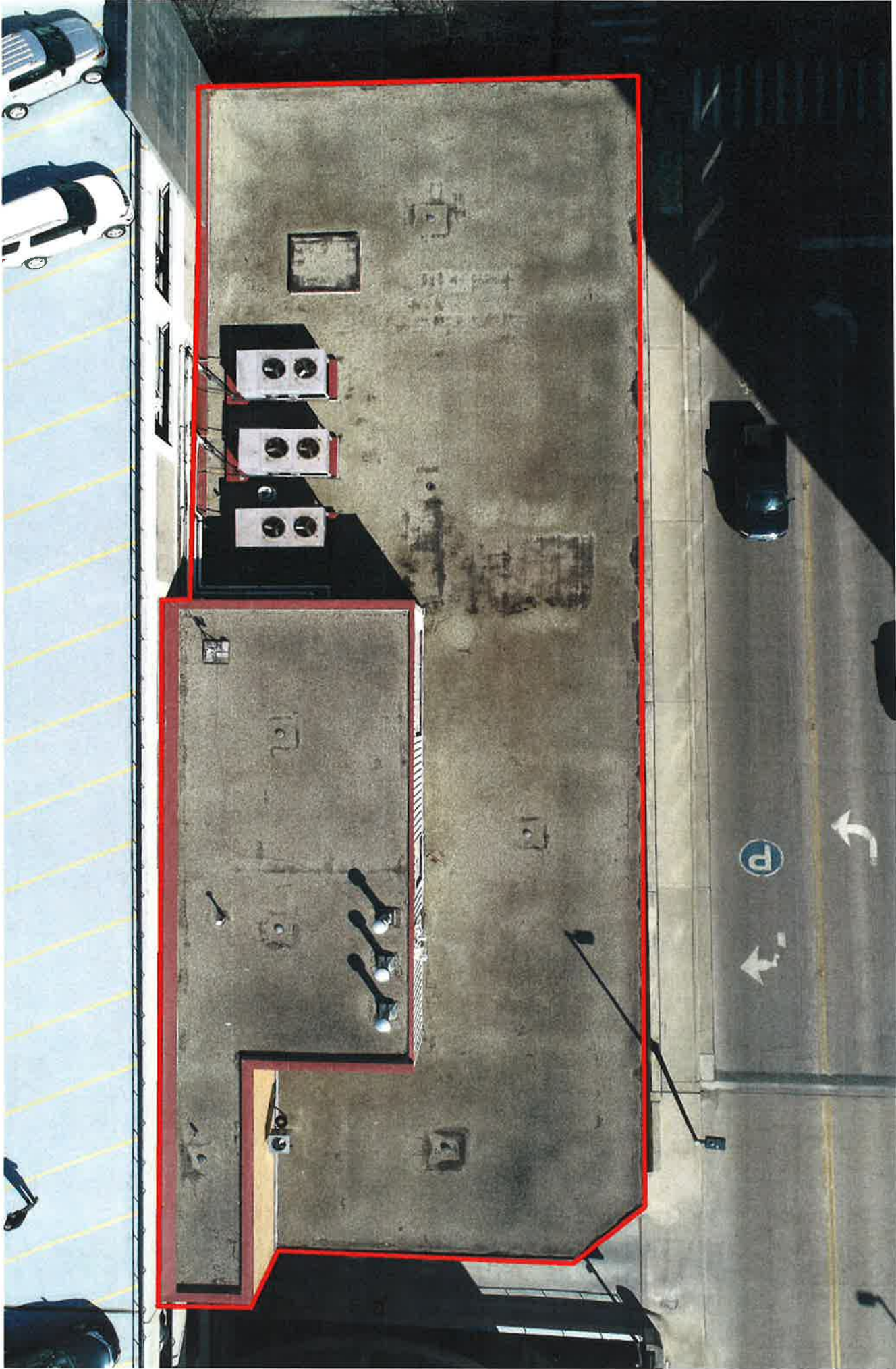
Attachment D
Government Center Annex & Police HQ Aerial

Aerial 1 of 3

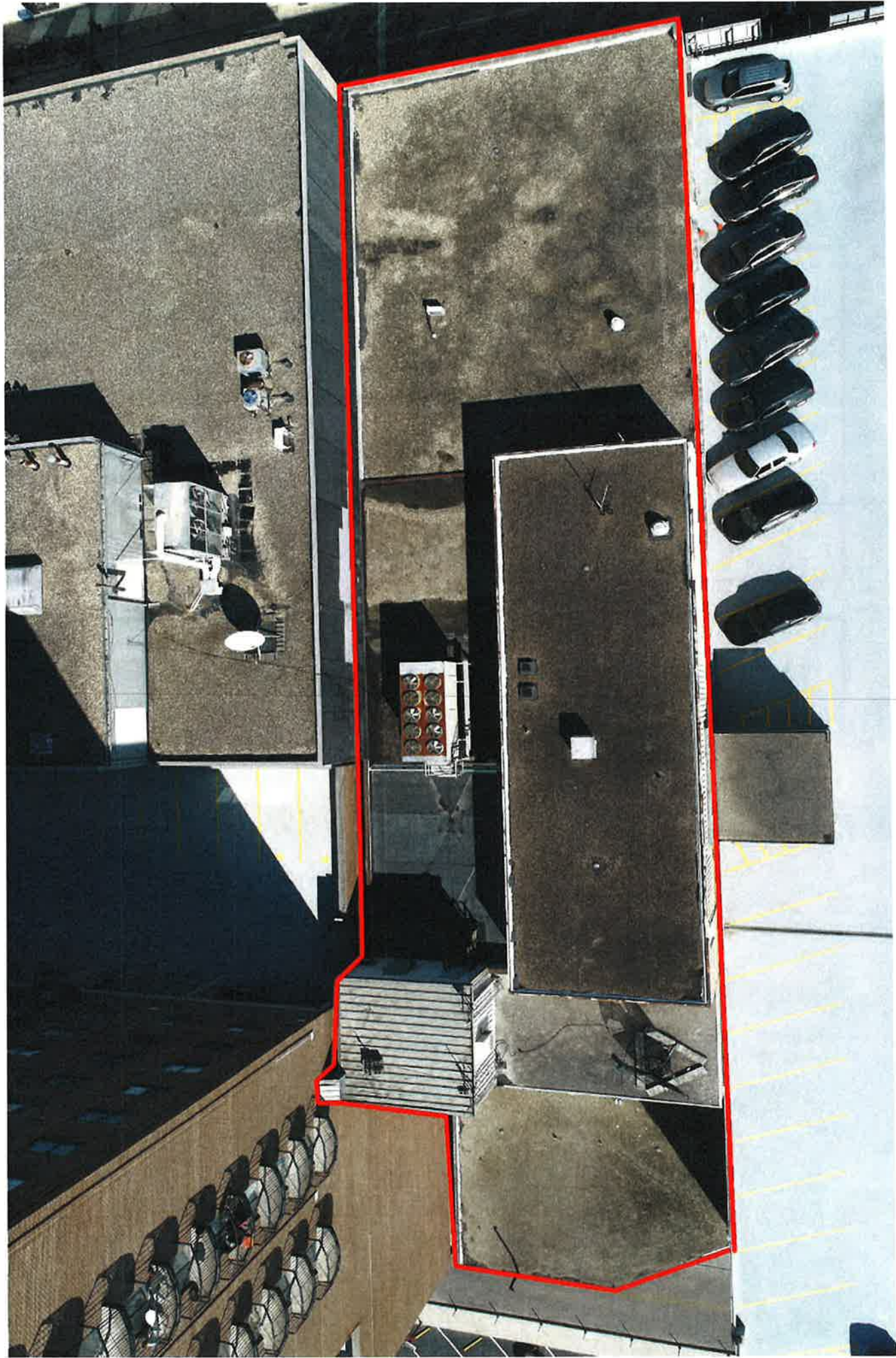


Attachment D
Government Center Annex

Aerial 2 of 3



Attachment D
Police HQ Aerial
Aerial 3 of 3



Attachment E



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: July 9, 2019

PROJECT: Government Center Annex

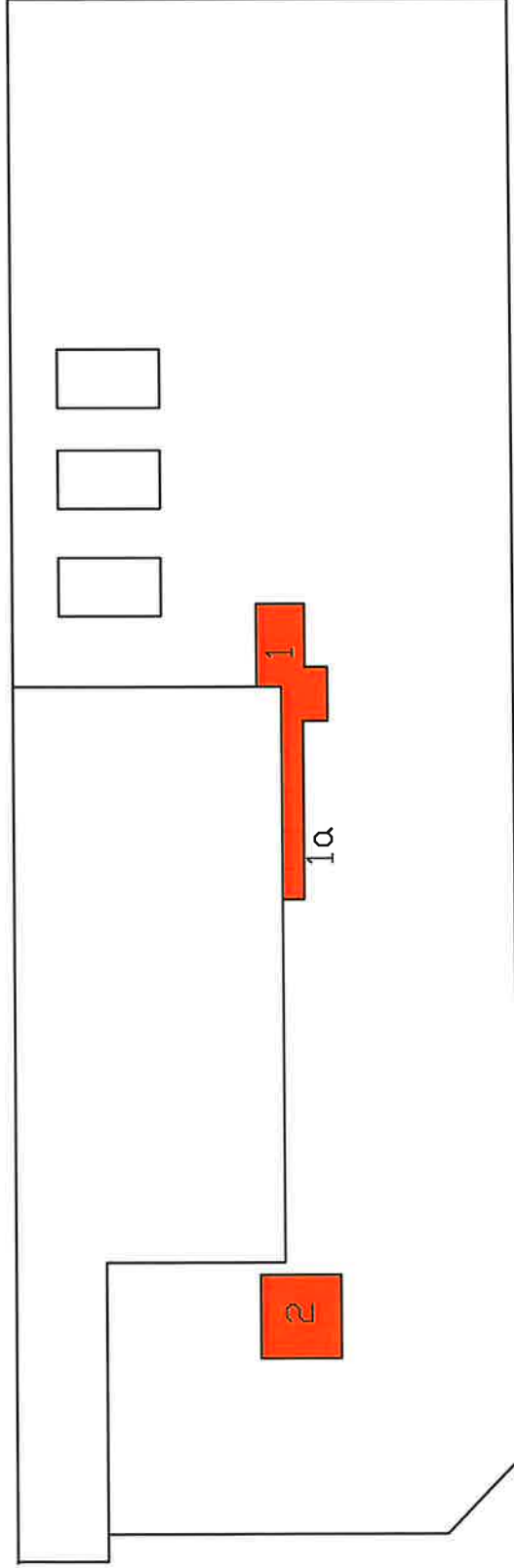
I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

A handwritten signature in black ink, appearing to read "Tom Martin".

Tom Martin

Infrared Consultant

SPECIAL NOTES



Wet Insulation

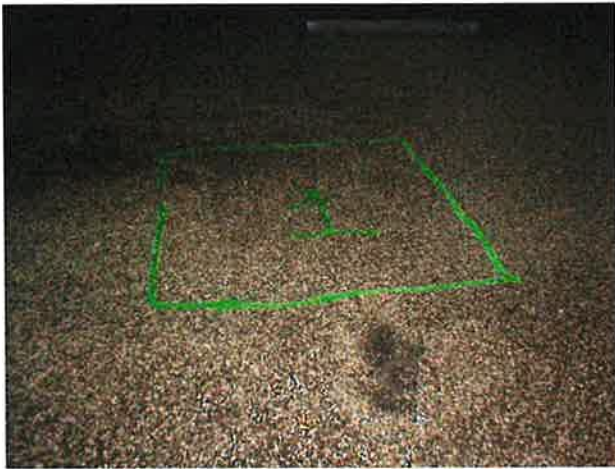
162 E Main St
Lexington, KY 40507

Date: 7/9/2019

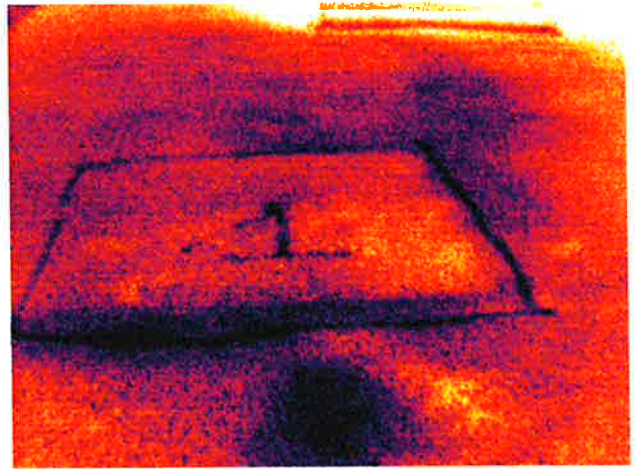
City of Lexington-Government Annex

PEMCO THERMAL, INC. • INFRARED CONSULTANTS
659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfpemco@aol.com

Scale
1" = 20'
(approx)



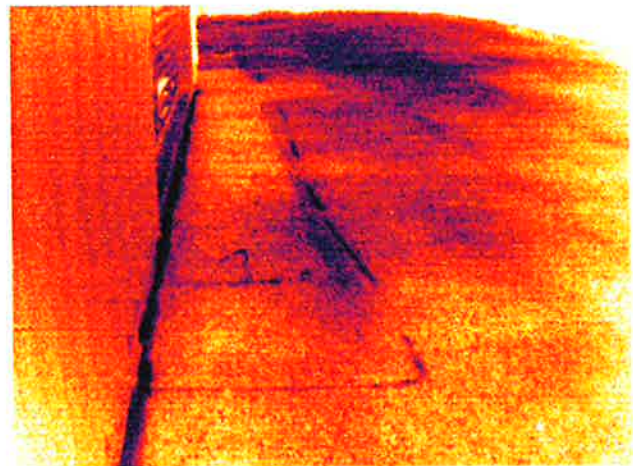
Visual image of area #1



Infrared view of area #1



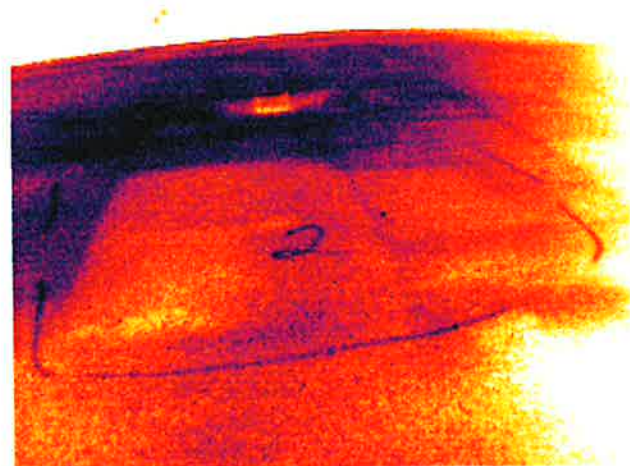
Visual image of area #1A



Infrared view of area #1A



Visual image of area #3



Infrared view of area #3



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: July 9, 2019

PROJECT: Downtown Police Station

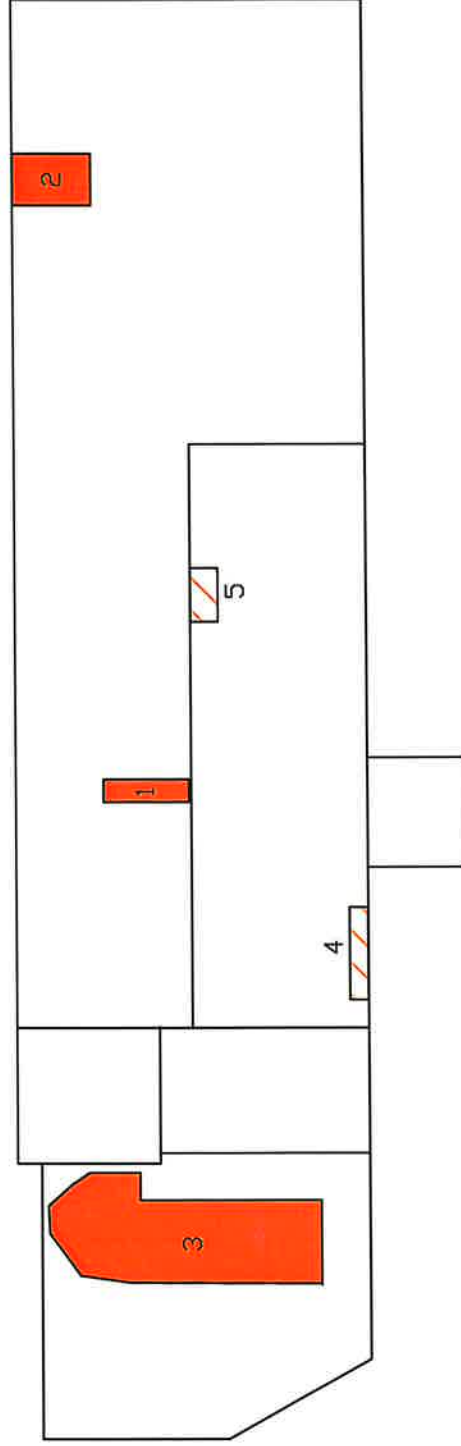
I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

A handwritten signature in black ink, appearing to read "Tom Martin".

Tom Martin

Infrared Consultant

SPECIAL NOTES



- Wet Insulation
- Suspect Wet Insulation



City of Lexington-Downtown Police Station

200 E Main St
Lexington, KY 40507

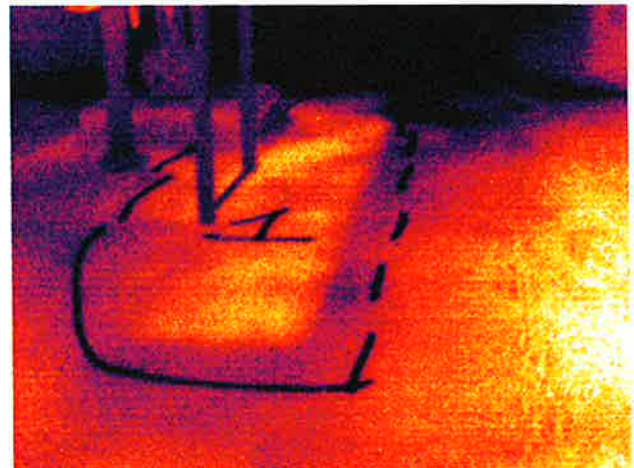
Date: 7/9/2019

PEMCO THERMAL, INC. • INFRARED CONSULTANTS
659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfpemco@aol.com

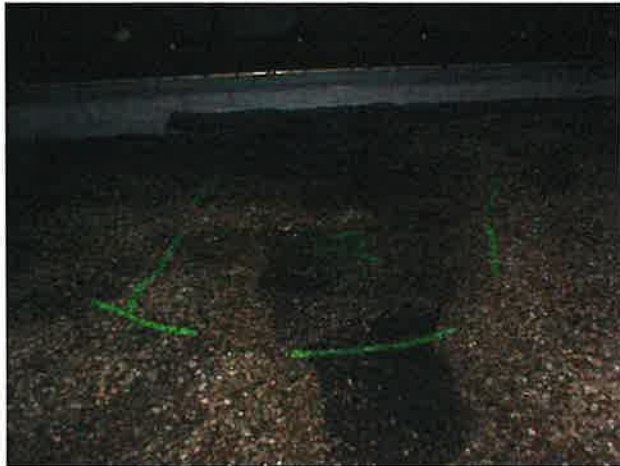
Scale
1" = 30'
(approx)



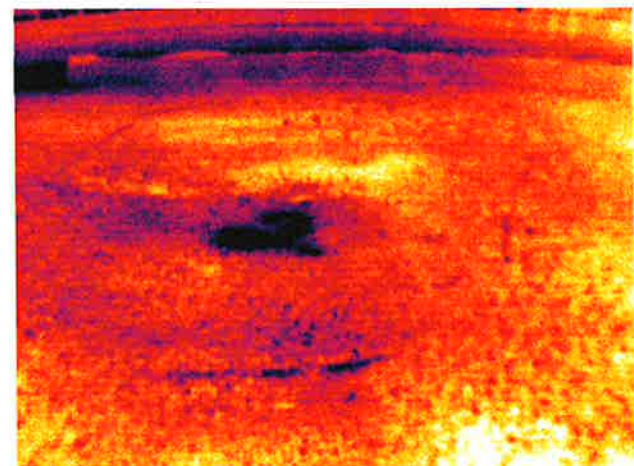
Visual image of area #1



Infrared view of area #1



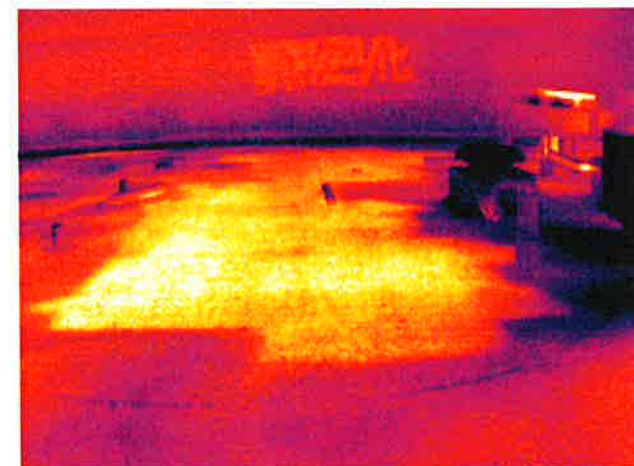
Visual image of area #2



Infrared view of area #2



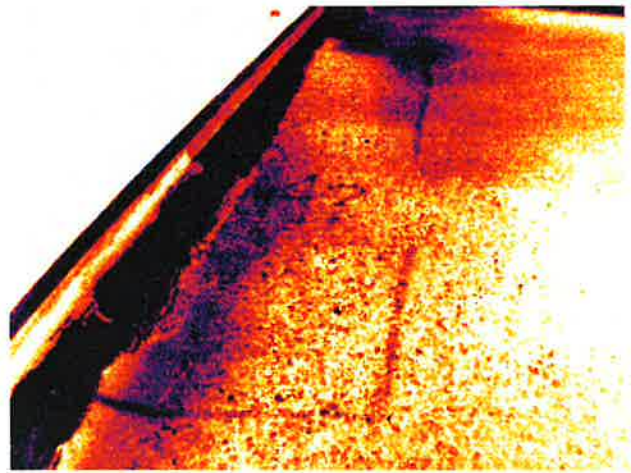
Visual image of area #3



Infrared view of area #3



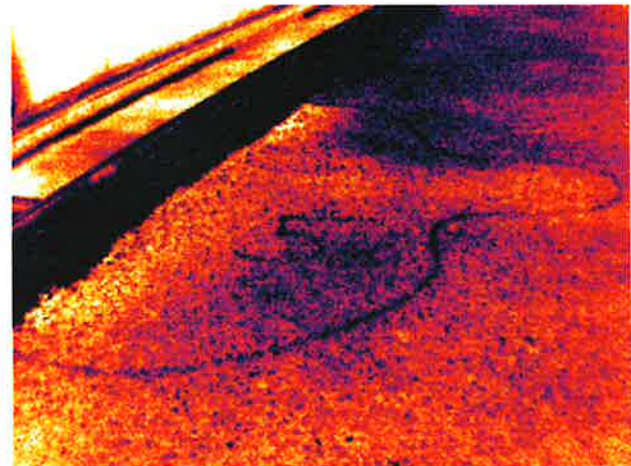
Visual image of area #4



Infrared view of area #4 (Suspect Wet Insulation)



Visual image of area #5



Infrared view of area #5 (Suspect Wet Insulation)



659B Lakeview Plaza Blvd. • Worthington, OH 43085 • (614)885-3319 • FAX (614)885-4269

September 23, 2022

Mr. Chris Litton
Lexington-Fayette Urban County Government
200 East Main Street (4th Floor)
Lexington, KY 40507

SUBJECT: Thermographic Roof Survey of City of Lexington Buildings

Chris:

The enclosed report concludes the Thermographic Roof Survey as requested on the City of Lexington Downtown Arts center, Downtown Police Station, and Government Annex

The Infrared Survey was performed using an AGEMA 550 Thermovision System on the evening of September 21, 2019. The weather during the day was sunny with temperatures in the low 90's. The evening was clear with temperatures in the upper 70's.

There were numerous areas of wet insulation located during the survey. The perimeter of the wet areas are marked on the roof surface with green spray paint and numbered accordingly.

I want to take this opportunity to thank you for using us for this project and if you have any further questions, please feel free to call.

Cordially,
PEMCo Thermal, Inc.

A handwritten signature in black ink, appearing to read 'Tom Martin'.

Thomas Martin
President

THERMOGRAPHIC EXAMINATION

A. BACKGROUND

With the advent of thermography, roofs can be scanned with a highly sophisticated infrared camera to detect and accurately map subsurface moisture, thereby determining whether a portion or all of the roof requires replacement. Unlike other non-destructive techniques, thermal scanning assesses every square inch of roofing, including vertical flashings and around and under roof obstructions and equipment. This results in a comprehensive view of the roof's condition, with the possibility of errors virtually eliminated.

B. OBJECTIVE

The objective of this investigation is to identify the areas of subsurface moisture or where moisture has penetrated the membrane and deck structure. Those areas are to be documented with roof markings and correlated on a roof map with real-life and infrared photos.

C. TECHNICAL APPROACH

Due to the limited size of the roof, the thermographic survey was conducted by hand carrying the specialized equipment over the roof. Thermography or infrared scanning is based upon the ability of a specialized infrared camera to detect variations in temperature radiating from the roof surface and convert them into an electrical signal which is displayed instantaneously as a video image called a thermogram. This picture is displayed in a color tone similar to the image received on a color television set. The difference in tones, darker colors to lighter colors denotes variation in the roof's surface temperature of .02 C or more and is influenced by the moisture content of the insulation.

Under clear skies during the day, the roof acts as a large thermal collector, and can approach 160 F during the summer months. Any insulation laden with subsurface moisture absorbs this radiation and acts as a reservoir to regenerate the heating of the membrane after the solar effect has dissipated. The effect of wet and dry insulation on the surface temperature of the membrane is also a result of emissive cooling. This is heat loss from the roof as much as 15 C below ambient. In cooler weather, the introduction of moisture reduces the R-Value of the assembly, producing thermal bridges. These are localized warm zones which also produce lighter colored images on the thermograms.

When an abnormality on the thermogram appears, usually as a lighter colored area, it can be interpreted to be either wet or at one time wet and has lost some of its original quality of texture and strength. The outline of these areas is marked on the surface of the roof with spray paint: in some areas only a number is painted, as these areas had no definite pattern or the roof is completely wet.



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: September 21, 2022

PROJECT: Downtown Arts Center

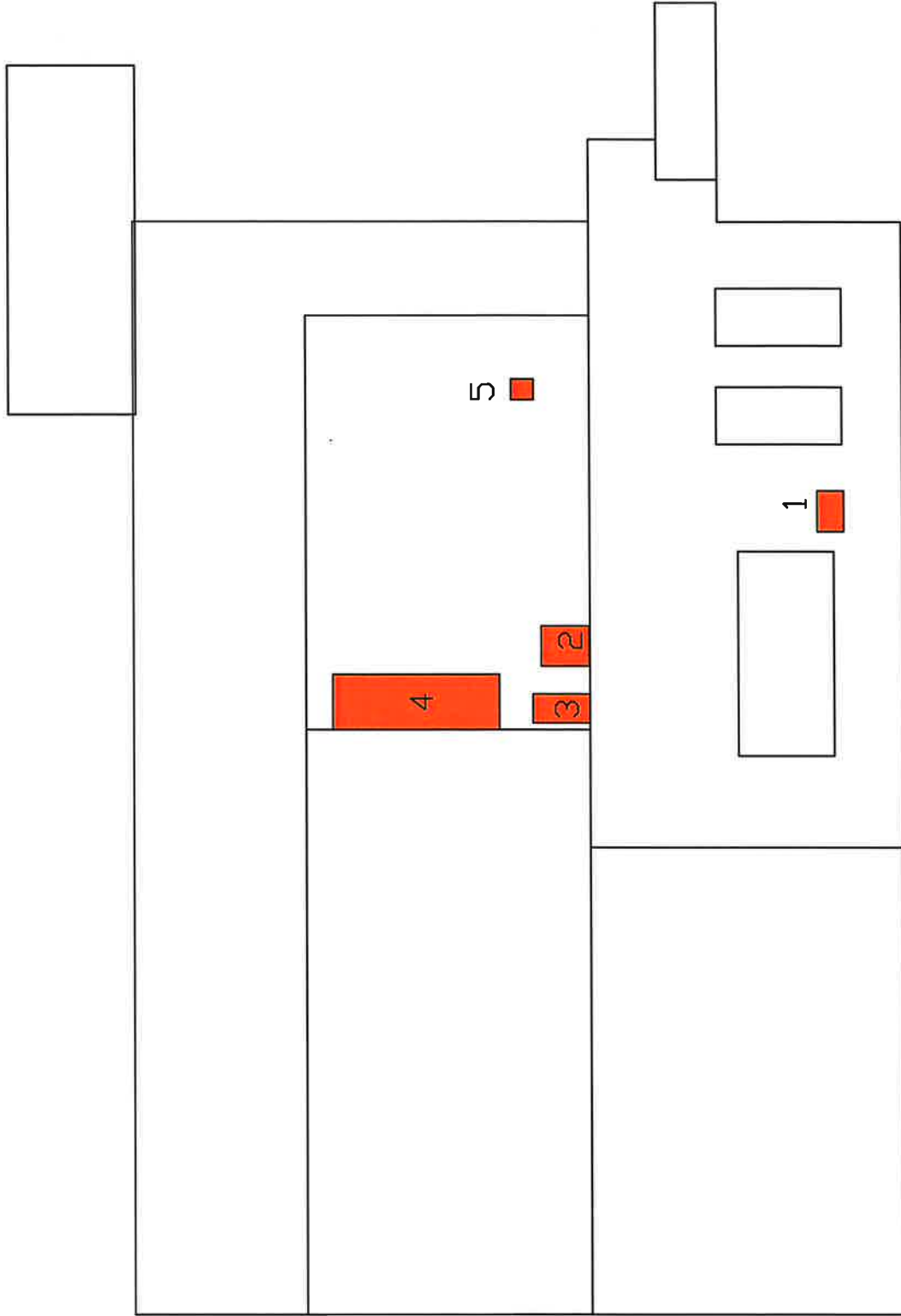
I hereby certify that the above listed project was thermogrammed by myself or under my direction and that the photographs, data and analysis are the result of the survey.

A handwritten signature in black ink, appearing to read "Tom Martin".

Tom Martin

Infrared Consultant

SPECIAL NOTES



■ Wet Insulation



City of Lexington-Downtown Arts Center

141 E Main St
Lexington, KY 40507

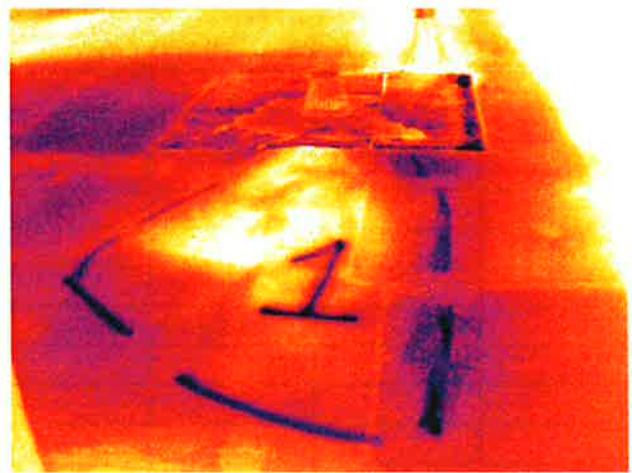
Date: 9/21/2022

PEMCO THERMAL, INC. - INFRARED CONSULTANTS
659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfpemco@aol.com

Scale
1" = 20'
(approx)



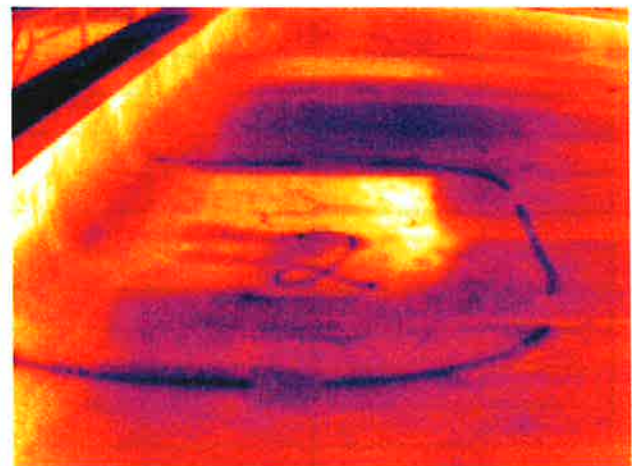
Visual image of area #1



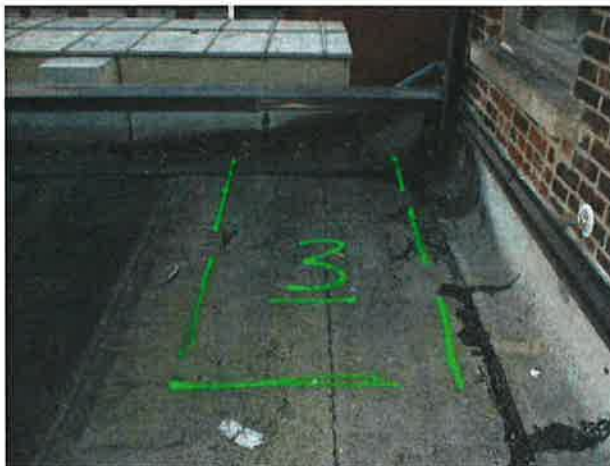
Infrared view of area #1



Visual image of area #2



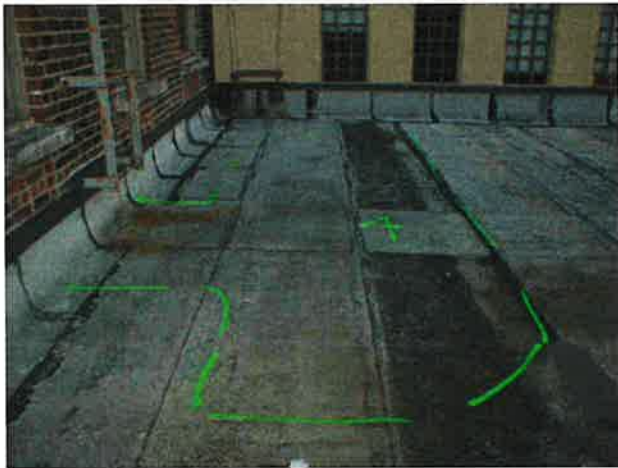
Infrared view of area #2



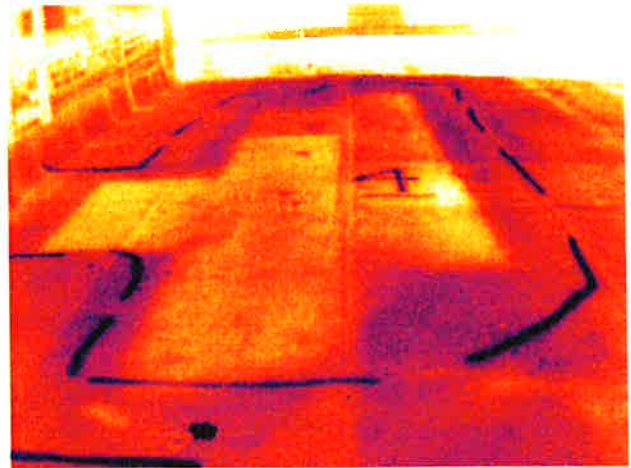
Visual image of area #3



Infrared view of area #3



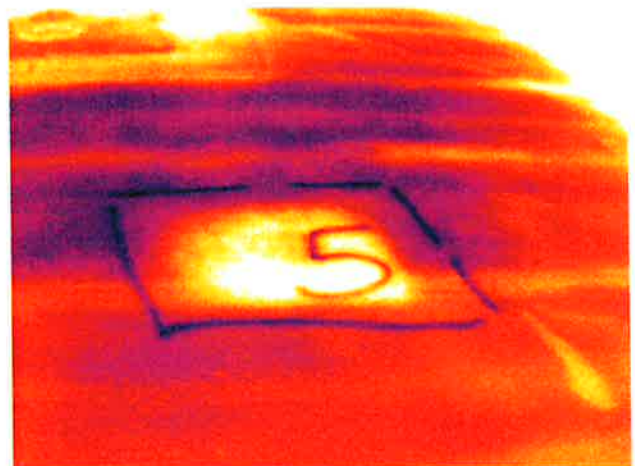
Visual image of area #4



Infrared view of area #4



Visual image of area #5



Infrared view of area #5



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: July 9, 2019

PROJECT: Downtown Police Station

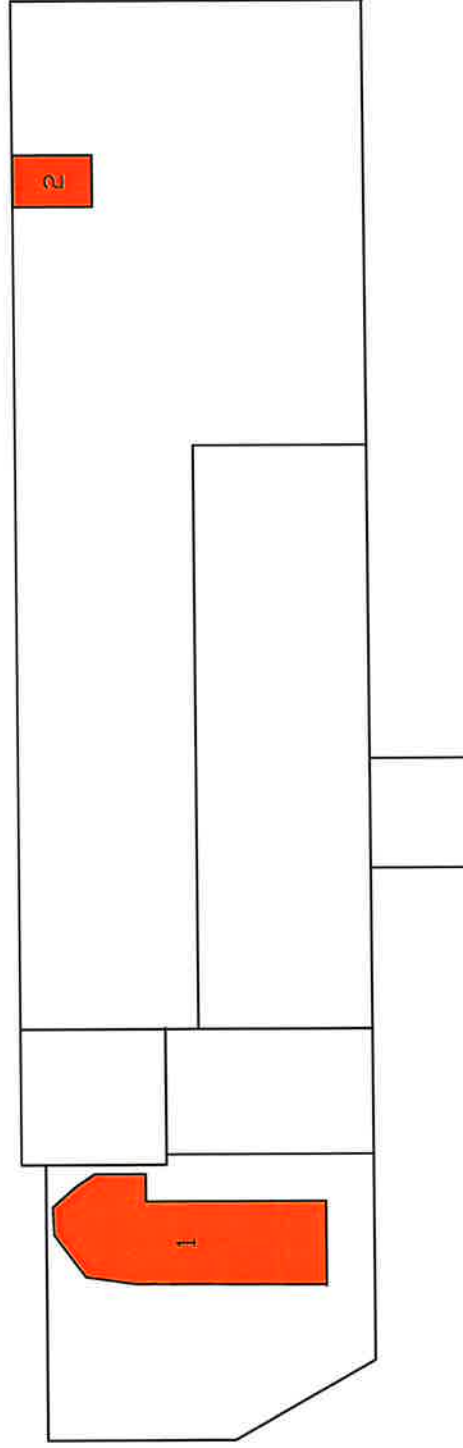
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Tom Martin

Infrared Consultant

SPECIAL NOTES



■ Wet Insulation



City of Lexington-Downtown Police Station

200 E Main St
Lexington, KY 40507

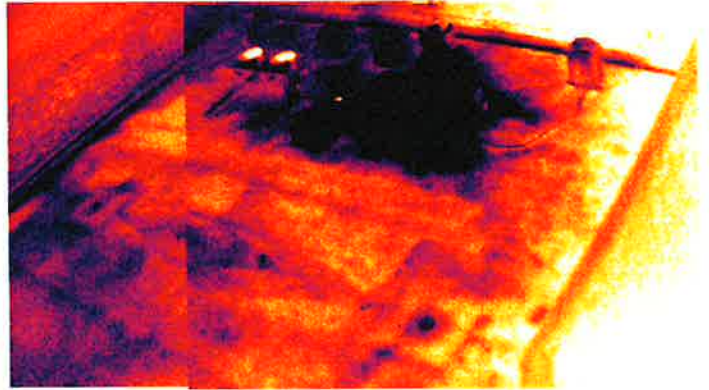
Date: 9/21/2022

PEMCo THERMAL, INC. • INFRARED CONSULTANTS
659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfpemco@aol.com

Scale
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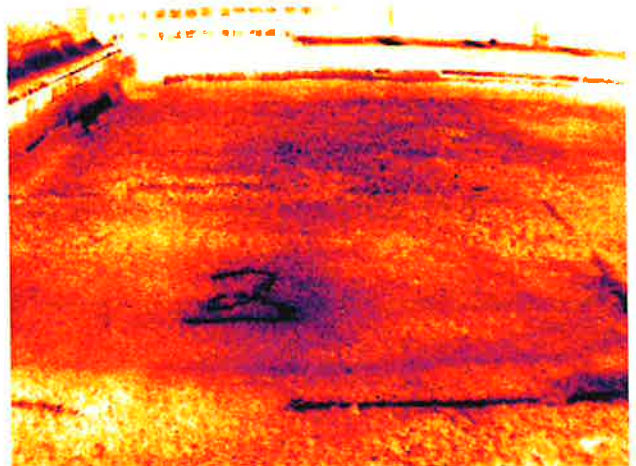
Visual image of area #1



Infrared view of area #1



Visual image of area #2



Infrared view of area #2



Infrared Roof Inspection Prepared for

City of Lexington
200 E Main St
Lexington, KY 40507

DATE: September 21, 2022

PROJECT: Government Center Annex

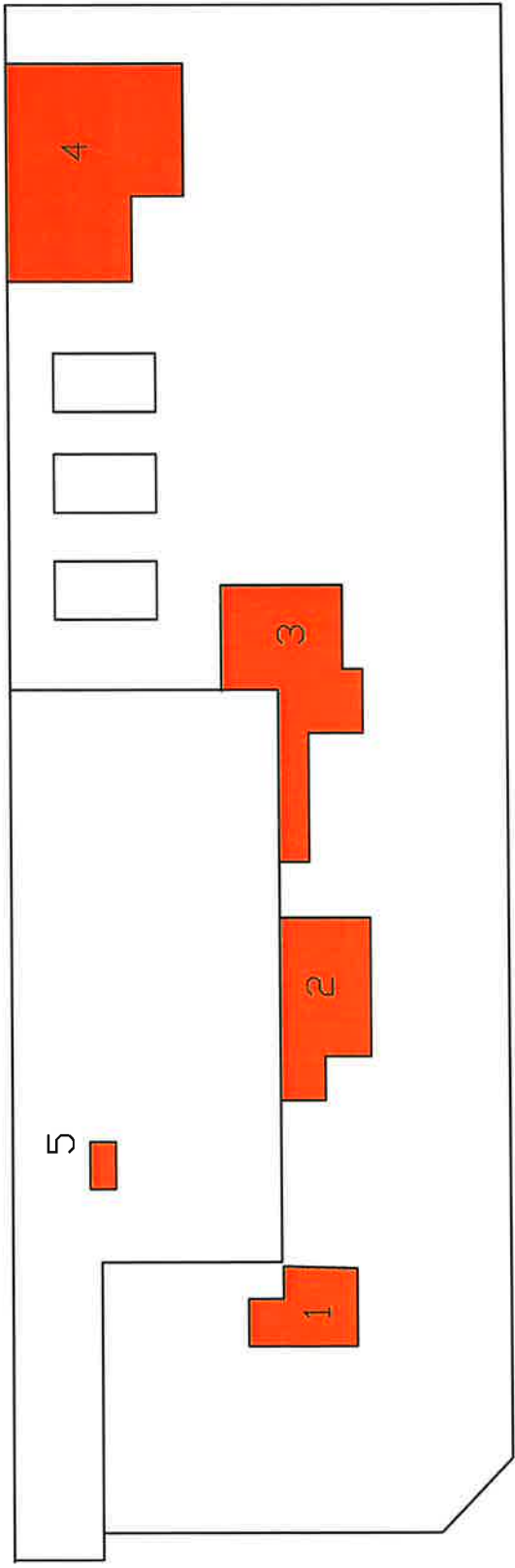
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Tom Martin

Infrared Consultant

SPECIAL NOTES



■ Wet Insulation



City of Lexington-Government Annex

162 E Main St
Lexington, KY 40507

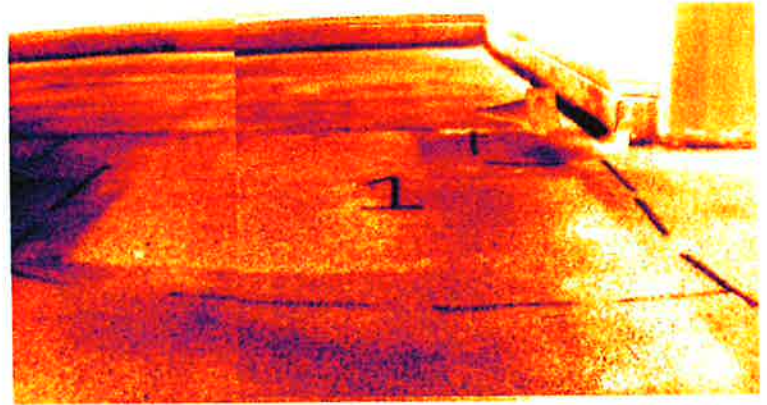
Date: 9/21/2022

PEMCo THERMAL, INC. • INFRARED CONSULTANTS
659-B LAKEVIEW PLAZA BLVD • WORTHINGTON, OH 43085 • PHONE: 614-885-3319 • E-MAIL: tfpemco@aol.com

Scale
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(approx)



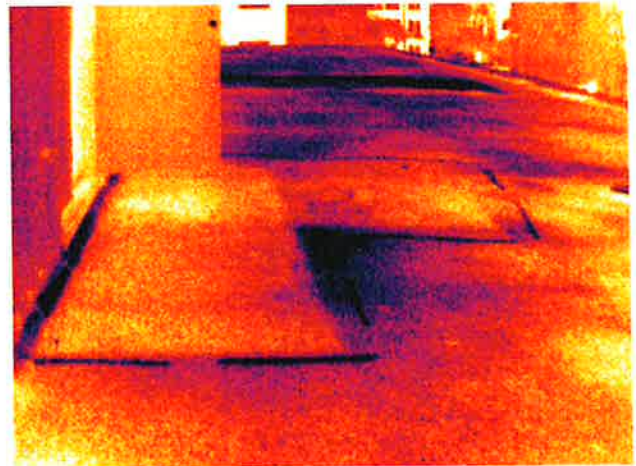
Visual image of area #1



Infrared view of area #1



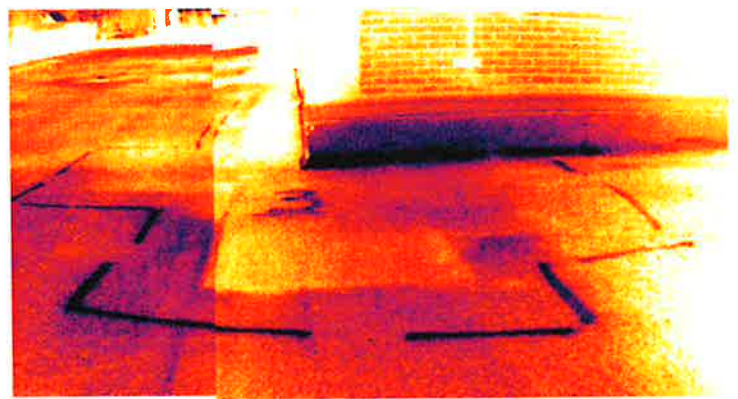
Visual image of area #1A



Infrared view of area #1A



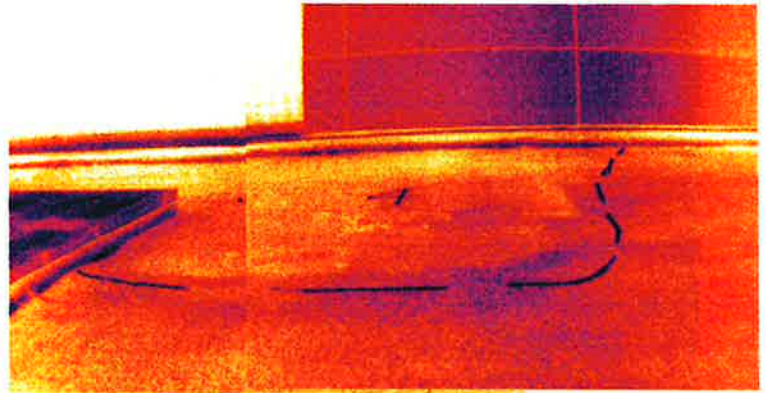
Visual image of area #3



Infrared view of area #3



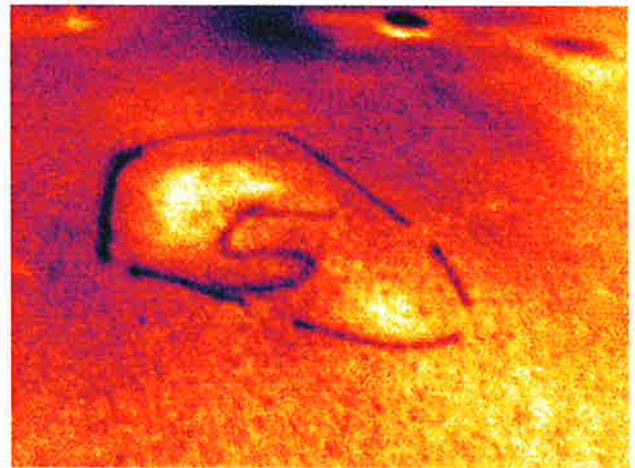
Visual image of area #



Infrared view of area #



Visual image of area #



Infrared view of area #



COMMERCIAL ROOFING WARRANTY

To: LFUCG

Term: 2 Years

Address: 200 E Main St
Lexington, KY 40507

Manufacturer: Firestone

Project: LFUCG Police Headquarters Cooling Tower
150 E Main St. Lexington, KY 40507

Date of Completion: 6/7/21

Date of Expiration: 6/7/23

The Bri-Den Co., Inc. (hereinafter "Bri-Den") hereby warrants, subject to the terms and conditions set forth herein, that for a period of two years from the date of completion, Bri-Den will, free of charge to the Owner, make repairs to leaks in the roofing and flashing installed by Bri-Den resulting from defects in workmanship applied by or through Bri-Den. Bri-Den shall, within the warranty period and during normal working hours, inspect and furnish the labor and materials to repair leaks covered under this Warranty at no cost to Owner.

This Warranty is made under and subject to the following terms and conditions:

1. In order for this Warranty to be effective, the Owner must first notify Bri-Den of any repairs required under this Warranty. Notice may be given orally, but in order to pursue any claim that Bri-Den has not honored this Warranty, notification of a leak must be given to Bri-Den in writing at the address shown below within five (5) days after a leak is experienced. Bri-Den shall make repairs as soon as practicable after notification.

2. This Warranty does not extend to conditions caused by, and Bri-Den shall not be responsible for, leaks caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including cracking, building movement, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such work was performed by Bri-Den; (5) service to or maintenance of any roof top equipment or traffic of any nature on the roof; (6) acts or omissions of other trades or contractors; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) damage due to coatings or materials or equipment installed on the roof; or (12) blockage of roof drains, gutters, downspouts or scuppers by debris or ice. If, during the term of this warranty, the subject property is exposed to tornadoes, hurricanes, or earthquakes, the warranty will be void and cancelled.

3. No work shall be done on said roof, including, but without limitation, openings made for flues, vents, drains, sign braces, railings, or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to the roof or flashings, unless Bri-Den shall first be notified and be given the opportunity, at the expense of the Owner, to make the necessary roofing application thereto. Failure to observe this condition shall render this Warranty null and void with respect to any area of the roof affected thereby.

4. Bri-Den is not liable in any respect for any damage to the Owner's building, or any components or contents thereof, mold, mildew or interruption of any business conducted in the building. Owner should inspect ceilings and overhangs periodically for signs of leakage.

The Bri-Den Co., Inc. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. This Warranty is intended solely for the benefit of the Owner named above and is not transferable or assignable by the Owner without the express written consent of Bri-Den.

Main Office:
P.O. Box 2125
Ashland, KY 41105
Phone: (606) 325-8639
Fax: (606) 329-8814

Branch Office:
110 Old Wallaceton Road
Berea, KY 40403
Phone: (859) 985-0049
Fax: (859) 985-0059




6. This Warranty shall not be effective unless Bri-Den receives full payment for installation, repairs, or service in connection with the roofing system covered by this Warranty. If Bri-Den is called upon to investigate a reported leak and the condition is determined not to be covered under this warranty, Owner will compensate Bri-Den for repairs, if any, and time expended by Bri-Den.

7. Bri-Den's obligation to make repairs to leaks resulting from a deficiency in workmanship during the term of this Warranty is its sole and exclusive obligation to Owner and Owner's exclusive remedy against Bri-Den. This Warranty is not a maintenance contract. Upon expiration of the Warranty, Bri-Den shall have no further obligation. Irrespective of the duration of this Warranty, the obligation of Bri-Den and surety pursuant to any bonds that may have been issued in connection with roof construction shall terminate no later than two years from the Date of Completion.

THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF THE BRI-DEN CO., INC. EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. Any claim alleging a breach of this Warranty against Bri-Den shall be resolved through arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or through such other neutral organization as the parties may agree and must be initiated no later than one year after the claim arose and in no event later than one year after expiration of this warranty.

The Bri-Den Co., Inc.

Signed: 

By: Brian Morrison

Date: 6/7/21

Main Office:
P.O. Box 2125
Ashland, KY 41105
Phone: (606) 325-8639
Fax: (606) 329-8814

Branch Office:
110 Old Wallacetown Road
Berea, KY 40403
Phone: (859) 985-0049
Fax: (859) 985-0059



FIRESTONE WARRANTY CONTRACT SUMMARY

Warranty No: 700406134
Project No: 3994701
Start Date: 06/07/2021

Building Identification: Police Headquarters
Building Address: 150 E Main St, Lexington, KY 40507-1318
Building Owner: LFUCG
Roofing Contractor: The Bri-Den Company Inc, 40000938

Police Headquarters Cooling Tower Roof

Firestone Red Shield - EPDM - 20 Year - 55 mph

Square Footage: 962

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.**

Page 1 of 3
1002.001.2015

Firestone
Firestone Building Products



FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS AND LIMITATIONS

Warranty No: 700406134
Project No: 3994701
Start Date: 06/07/2021

Building Identification: Police Headquarters
Building Address: 150 E Main St, Lexington, KY 40507-1318
Building Owner: LFUCG
Roofing Contractor: The Bri-Den Company Inc, 40000938

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at <http://firestonebpc.com/> in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone's published specifications, not completed by a Firestone licensed applicator, and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in coverage; Change in building use or purpose; Failure by the Firestone licensed applicator or any additional contractor or subcontractor to follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials; or Failure to correct all installation deficiencies listed in any Firestone inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone approval.

Access. During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

Disputes. Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty or relating to any material supplied or specifically required by Firestone shall be settled by mediation. The Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its rules on conflict of laws.

Severability. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.**

200 4th Avenue South, Nashville, TN 37201
1-800-428-4442
www.firestonebpc.com

Firestone
Firestone Building Products



FIRESTONE RED SHIELD ROOF SYSTEM LIMITED WARRANTY

Warranty No: 700406134
Project No: 3994701
Start Date: 06/07/2021

Building Identification: Police Headquarters
Building Address: 150 E Main St, Lexington, KY 40507-1318
Building Owner: LFUCG
Roofing Contractor: The Bri-Den Company Inc, 40000938

Police Headquarters Cooling Tower Roof

Firestone Red Shield - EPDM - 20 Year - 55 mph

Square Footage: 962

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, provide labor and material to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand material due to normal weathering or any manufacturing or workmanship defect in the System within the scope of this warranty during the period specified above.

TERMS, CONDITIONS AND LIMITATIONS

Products Covered. The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this warranty.

Notice. In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by:

Hail
Winds of peak gust speed at or in excess of 55 mph calculated at ten(10) meters above ground using available meteorological data: (All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements);
Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone.
Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or,
Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall obtain Firestone's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the Firestone roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Firestone is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain Firestone approval for a roof modification will result in invalidation of this warranty.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By: Michael Huber

Authorized
Signature:

Title: Director of Warranty Services

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

Page 3 of 3

1003.001.2015

Firestone
Firestone Building Products



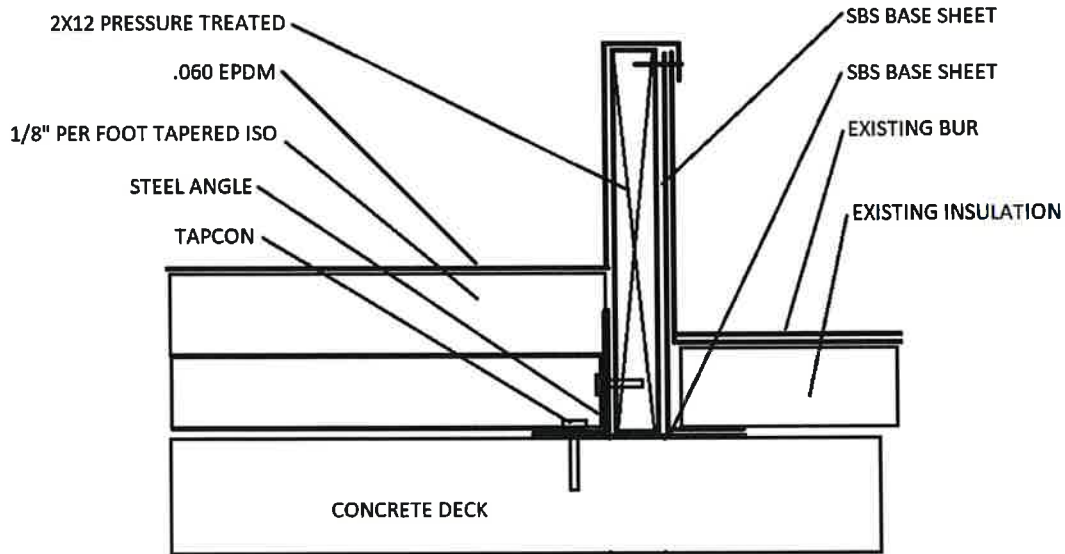
Area replaced in 2021
Sloped to new drains

Approximate location of
two new roof drains

PENTHOUSE

Cut thru wall
for overflow

LOADING
DOCK ROOF



DIVORCE WALL DETAIL

The Bri-Den Co., Inc.



Brian Morrison – President

Main Office:
P.O. Box 2125
Ashland, KY 41105
Phone: (606) 325-8639
Fax: (606) 329-8814

Branch Office:
110 Old Wallaceton Road
Berea, KY 40403
Phone: (859) 985-0049
Fax: (859) 985-0059



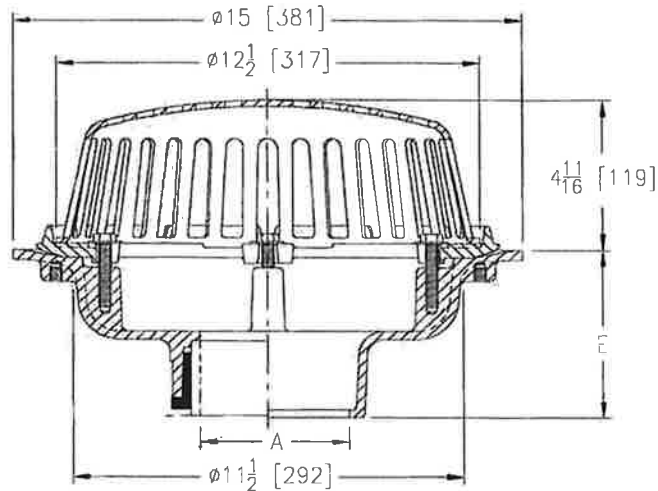
Z100

15 [381] DIAMETER MAIN ROOF DRAIN LOW SILHOUETTE DOME

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A Pipe Size In. [mm]	Approx. Wt. Lbs. [kg]	Dome Open Area Sq. In. [cm ²]
2, 3, 4 [51, 76, 102]	26 [12]	103 [665]
5, 6 [127, 152]	27 [12]	
8 [203]	28 [13]	

ENGINEERING SPECIFICATION: ZURN Z100

15" [381mm] Diameter roof drain. Dura-Coated cast iron body with combination membrane flashing clamp/gravel guard and low silhouette Poly-Dome.

OPTIONS (Check/specify appropriate options)

PIPE SIZE

- 3, 4, 5, 6 [76, 102, 127, 152]
- 2, 3, 4, 6, 8 [51, 76, 102, 152, 203]
- 2, 3, 4, 6, 8 [51, 76, 102, 152, 203]
- 2, 3, 4 [51, 76, 102]
- 6 [152]

(Specify size/type) OUTLET

- ___ IC Inside Caulk
- ___ IP Threaded
- ___ NH No-Hub
- ___ NL Neo-Loc
- ___ NL Neo-Loc

E BODY HT. DIM.

- 5-1/4 [133]
- 3-3/4 [95]
- 5-1/4 [133]
- 4-9/16 [116]
- 5-7/16 [112]

PREFIXES

- ___ Z D.C.C.I. Body with Poly-Dome*
- ___ ZA D.C.C.I. Body with Aluminum Dome

- ___ ZC D.C.C.I. Body with Cast Iron Dome
- ___ ZRB D.C.C.I. Body with Plain Bronze Dome

SUFFIXES

- ___ -AC Angular Underdeck Clamp
- ___ -AR Acid Resistant Epoxy Coated
- ___ -AW 3/4 [19] to 4 [102] Adj. Water Level Regulator (Specify Height) (ZC Only)
- ___ -C Underdeck Clamp
- ___ -DE Deck Extension
- ___ -DP Top-Set® Deck Plate (Replaces both the -C and -R)
- ___ -DR Top-Set® Drain Riser
- ___ -E Static Extension 1 [25] thru 4 [102] (Specify Ht.)
- ___ -EA Adjustable Extension Assembly 2-1/8 [54] thru 3-1/2 [89]
- ___ -EB Top-Set® Adjustable Extension Assembly
- ___ -FG Flush Grate
- ___ -G Galvanized Cast Iron
- ___ -HD 6-3/4 [171] High Aluminum Dome Strainer (148 Sq. In. [955 cm²] Open Area) (ZA Only)

- ___ -R Roof Sump Receiver
- ___ -SC Secondary Clamp Collar
- ___ -SS Stainless Steel Mesh Screen Over Dome
- ___ -ST Dome with Solid Top (ZA & ZC Only)
- ___ -TC Neo-Loc Test Cap Gasket (2, 3, 4 [51, 76, 102] NL Bottom Outlet Only)
- ___ -VP Vandal-Proof Secured Top
- ___ -W2 2 [51] Internal Water Dam
- ___ -W3 3 [76] Internal Water Dam
- ___ -W4 4 [102] Internal Water Dam
- ___ -84 Stainless Steel Perforated Gravel Guard
- ___ -85 Stainless Steel Perforated Extension
- ___ -89 2 [51] High External Water Dam
- ___ -90 90° Threaded Side Outlet Body

* Regularly furnished unless otherwise specified.

Zurn Industries, LLC | Specification Drainage Operation
1801 Pittsburgh Avenue, Erie, PA U.S.A. 16502 · Ph. 855-863-9876, Fax 814-454-7929
In Canada | Zurn Industries Limited
3544 Nashua Drive, Mississauga, Ontario L4V 1L2 · Ph. 905-405-8272, Fax 905-405-1292
www.zurn.com

Rev. P
Date: 03/20/20
C.N. No. 142506
Prod. | Dwg. No. Z100

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #1-2023

Date: January 13, 2023

Subject: Design Services for Government Center Annex & Police
Headquarters Roof Replacement

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

See attached HVAC drawings for reference only.

A handwritten signature in black ink that reads "Todd Slatin".

Todd Slatin, Director
Division of Central Purchasing

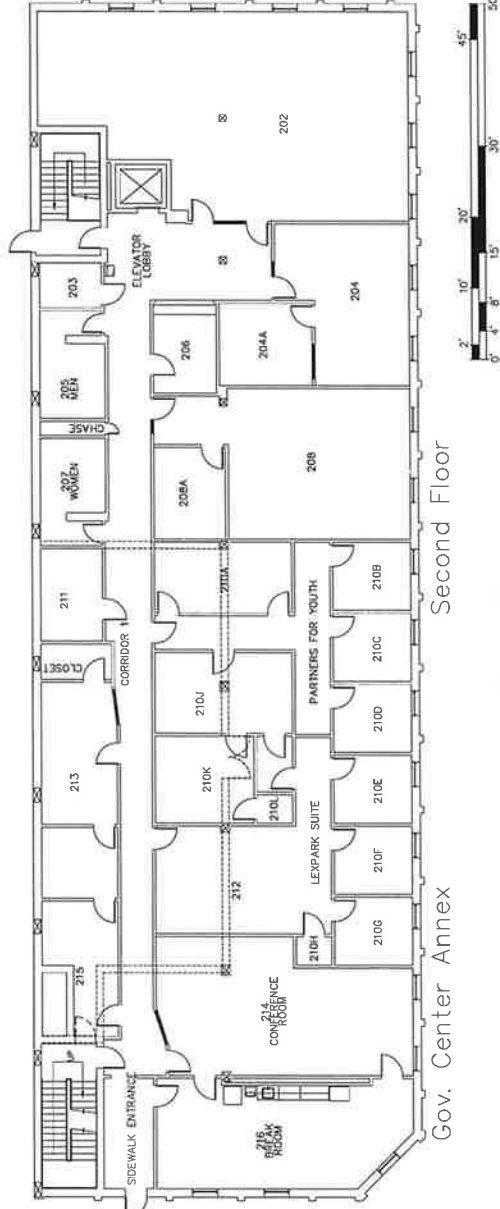
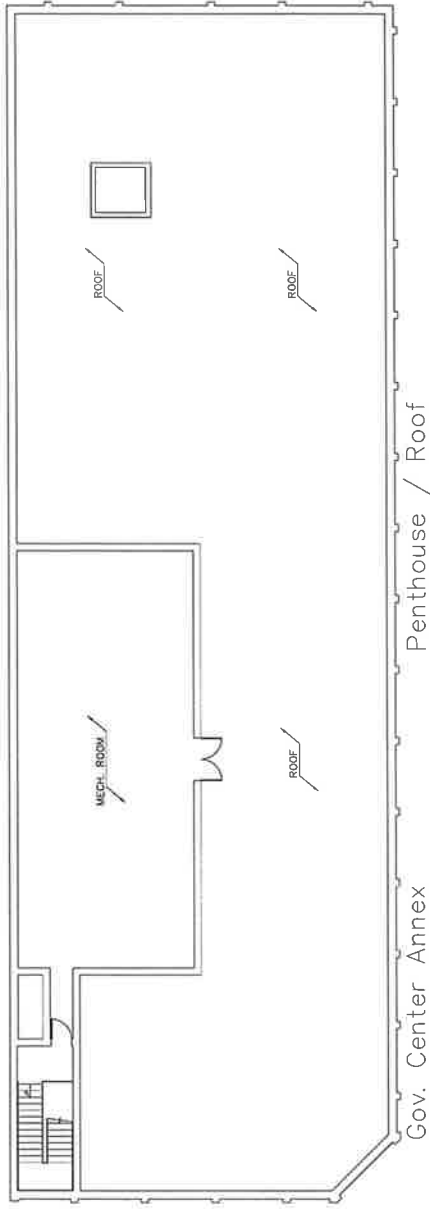
All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: _____

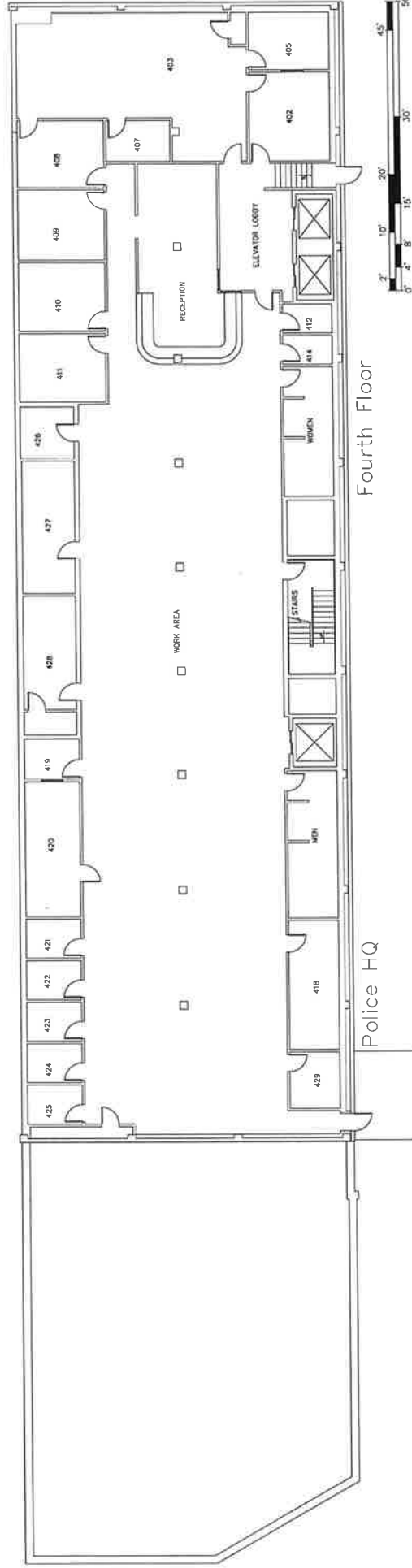
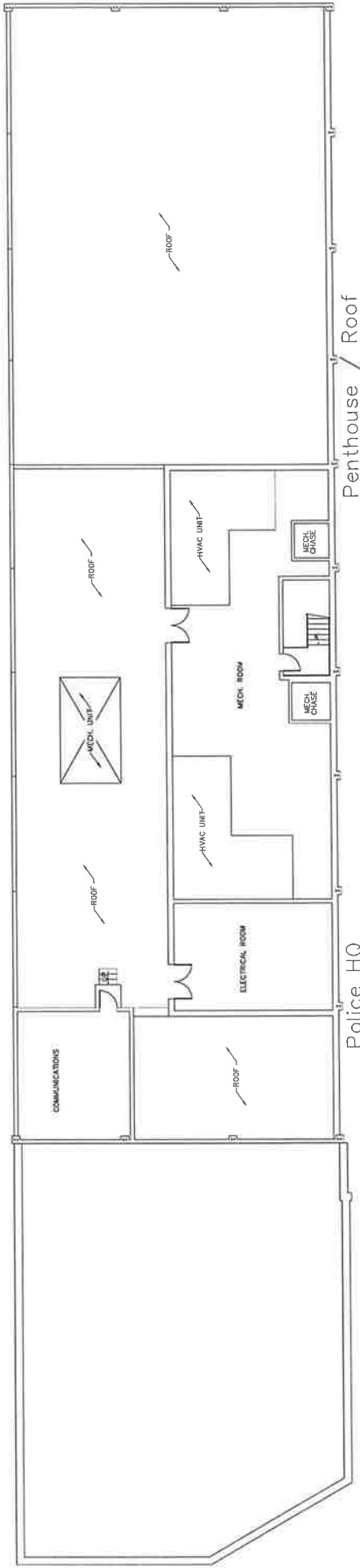
ADDRESS: _____

SIGNATURE OF BIDDER: _____





**REFERENCE ONLY
 TO BE FIELD VERIFIED
 (PDF FROM CAD DWG FILE)**



**REFERENCE ONLY
TO BE FIELD VERIFIED
(PDF FROM CAD DWG FILE)**

LFUCG GOVERNMENT CENTER ANNEX MECHANICAL UPGRADES

LFUCG BID NUMBER 102-2022

LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT



CONSTRUCTION DRAWINGS

07/12/2022

DRAWING INDEX

SHEET NUMBER	SHEET NAME
CVR	COVER SHEET
S101	STRUCTURAL PLANS
M000	MECHANICAL LEGEND AND GENERAL NOTES
A100	MECHANICAL DEMO PLAN
M101	MECHANICAL FIRST FLOOR PLAN
M102	MECHANICAL SECOND FLOOR PLAN
M103	MECHANICAL ROOFTOP PLAN
M104	MECHANICAL CONTROLS
E100	ELECTRICAL PEN/HOUSE/ROOF PLAN

PRIME ENGINEERS



STAGGS & FISHER
CONSULTING ENGINEERS, INC.
3264 Loch Ness Drive
Lexington, KY 40517
859-271-3246

OWNER

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KY 40507
859-425-2235

PROJECT ADDRESS

FAYETTE COUNTY CLERK'S OFFICE
142 E MAIN STREET
LEXINGTON, KY 40507

LOCATION MAP

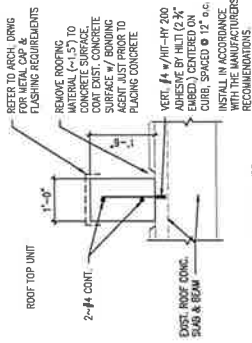
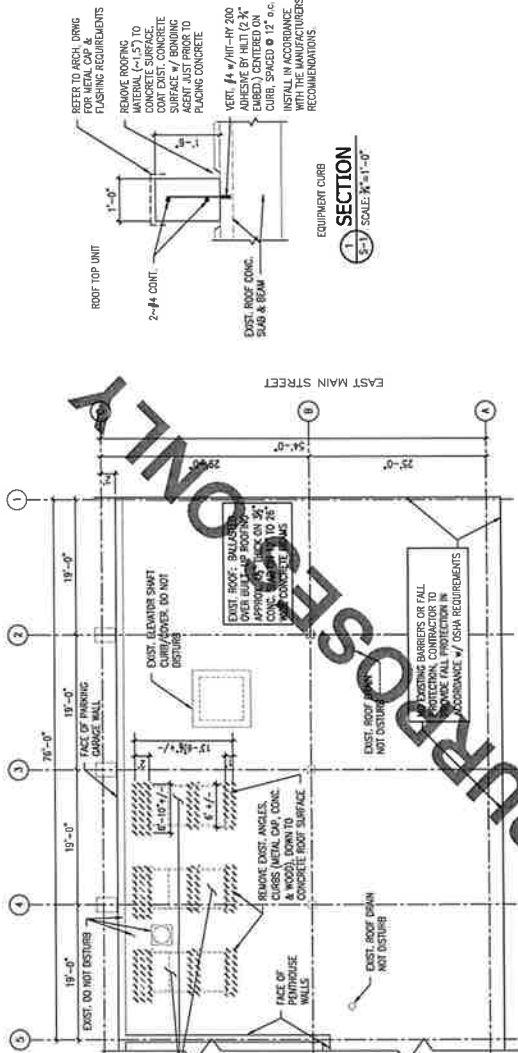


DATE: 07/12/2022
SF JOB#: 2157
DRAWN: DB
CHECKED: MJ
SHEET
CVR

FOR COORDINATION PURPOSES ONLY

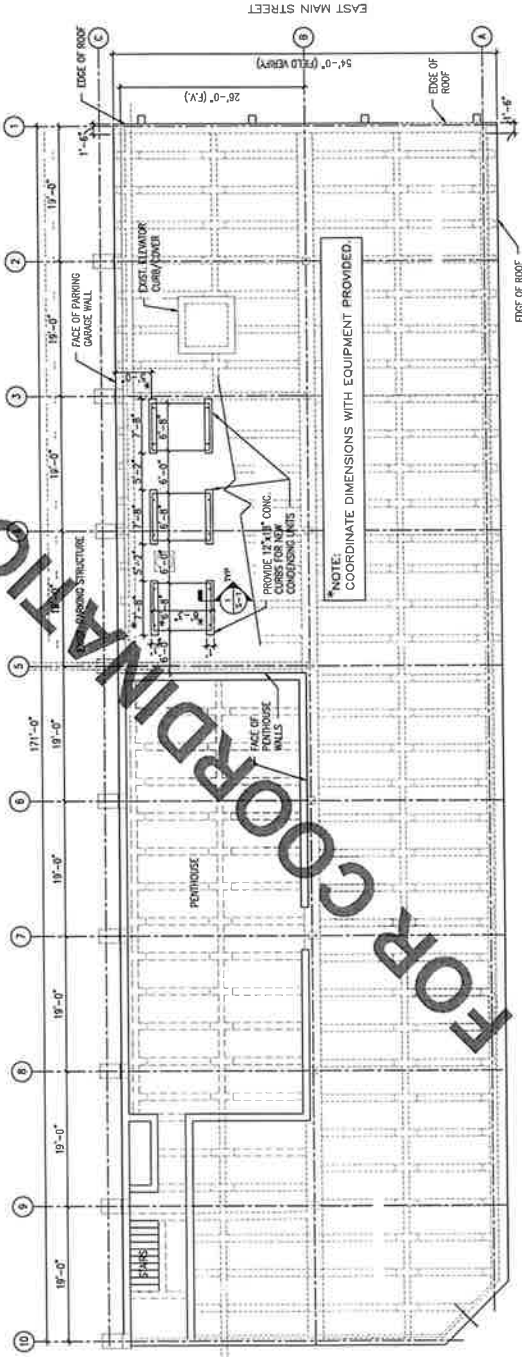


NO.	REVISION	DATE



SECTION 1
EQUIPMENT CURB
SCALE: 3/4" = 1'-0"

DEMO PLAN
SCALE: 1/4" = 1'-0"



SECTION 2
EQUIPMENT CURB
SCALE: 3/4" = 1'-0"

NOTE:
COORDINATE DIMENSIONS WITH EQUIPMENT PROVIDED.

GENERAL NOTES

- KBC 2018 KENTUCKY BUILDING CODE
- ACI BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE ACI 318 AND ACI DETAILING MANUAL.
- THE CONTRACTOR IS TO COORDINATE HIS/HER OPERATIONS WITH THE OWNER'S (LEXINGTON-FAVETTE URBAN COUNTY GOVERNMENT) REPRESENTATIVE.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO COMMENCING WORK. THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED OF ANY DISCREPANCIES WHICH MAY EXIST.

DESIGN LOADS

ROOF TOP UNIT, MODEL RCS035, OPERATING WEIGHT 2,471 POUNDS
WIND LOAD: 115 MPH, EXP. B (RISK CAT. II, ASCE7-16 CHAP 29.4)
SEISMIC LOAD: $S_p = 0.21$, $S_m = 0.15$, SITE CLASSIFICATION D (ASSUMED)

CONCRETE CONSTRUCTION

DESIGN STRESSES:
CONCRETE (STRENGTH DESIGN) MINIMUM COMPRESSIVE STRENGTH IN 28 DAYS:
CONCRETE (LIGHTWEIGHT, AIR ENTRAINED, 7%) $f_c = 4,500$ PSI
REINFORCING BARS (ASTM A615 GRADE 60) $f_y = 60,000$ PSI

SUBSTITUTALS:

CONCRETE MIX MATERIALS & QUANTITIES
CONCRETE BONDING AGENT WRITTEN INSTRUCTIONS
MANUFACTURER'S INSTRUCTIONS FOR REBAR EMBEDMENT ADHESIVE
ROOF TOP UNIT SELECTED INCLUDING WEIGHTS & DIMENSIONS

NOTE:
IF ANY CONTRACTOR HAS ANY QUESTIONS REGARDING THE INFORMATION PROVIDED IN THIS DRAWING, HE OR SHE SHOULD CONTACT THE ARCHITECT IMMEDIATELY. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO COMMENCING WORK. THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED OF ANY DISCREPANCIES WHICH MAY EXIST.

ROOF PLAN
SCALE: 1/4" = 1'-0"



SOUTH MARTIN LUTHER KING BLVD

SOUTH MARTIN LUTHER KING BLVD

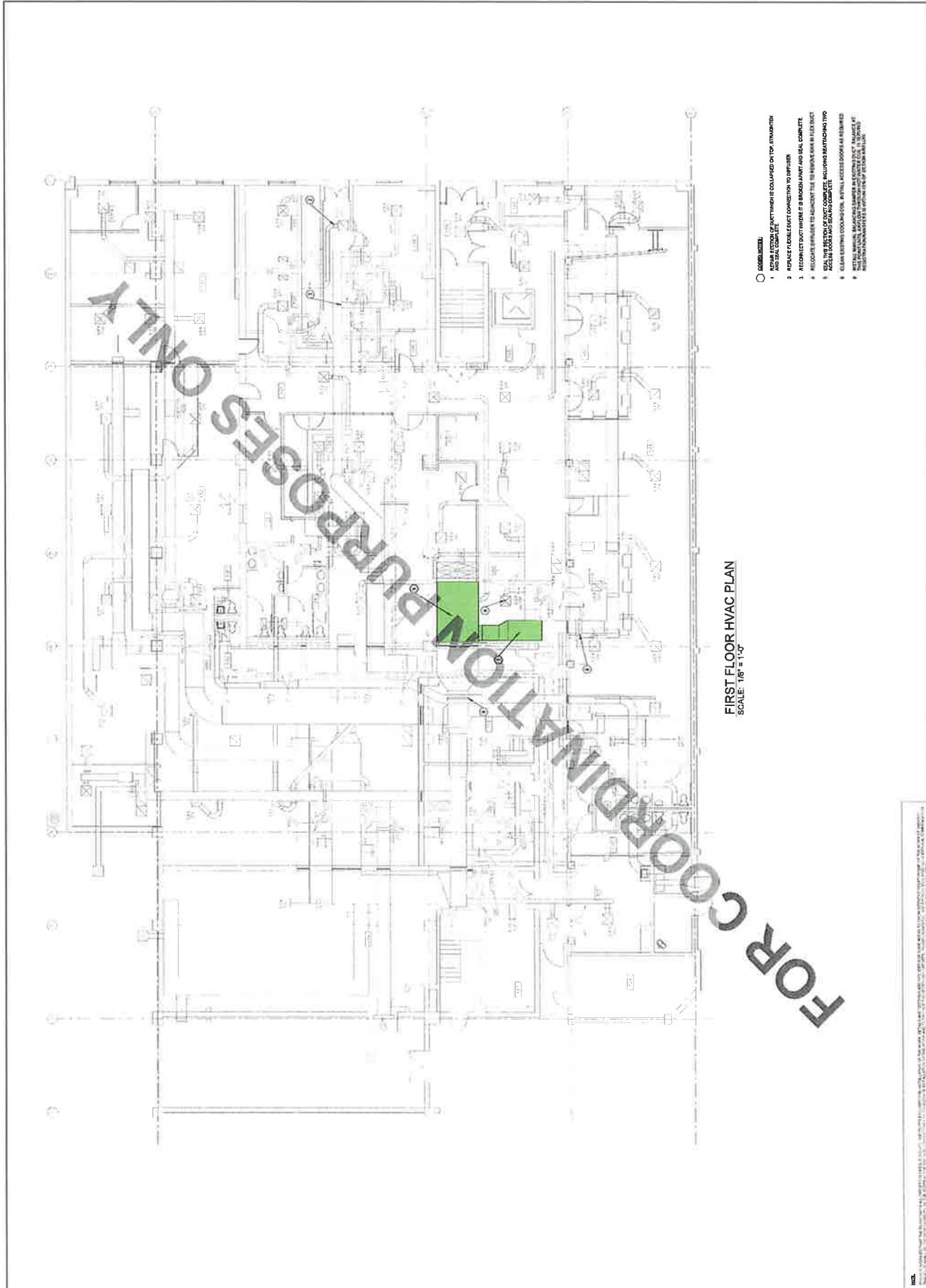
ROOF PLAN
SCALE: 1/4" = 1'-0"



MECHANICAL FIRST FLOOR PLAN
 LFUGG GOVERNMENT CENTER ANNEX MECHANICAL UPGRADES
 LFUGG BID NUMBER 79-2022

NO.	REVISION	DATE

DATE: 07/12/2022
 DRAWN BY: JLS
 CHECKED BY: DB
 SHEET: **M101**



FIRST FLOOR HVAC PLAN
 SCALE: 1/8" = 1'-0"

- LEGEND:**
- 1. ROOMS LISTED AS FINISHED IS COLLASPED ON TOP, REMOVED AND SHALL BE REFINISHED
 - 2. REPAIR FLOOR DUCT CONNECTION TO SUPPLY
 - 3. RECONNECT DUCTWORK TO A BROOK JUNCTION COMPLETE
 - 4. RECONNECT SUPPLY TO EXISTENT THE TO EXISTING IN EXISTING
 - 5. SEAL THE EXISTING DUCT COMPLETE, INCLUDING MATCHING TWO
 - 6. EXISTING EXHAUST COOL. EXHAUST ACCESS DOORS AS REQUIRED
 - 7. REPAIR EXHAUST ACCESS DOORS AS REQUIRED TO MATCH EXISTING
 - 8. REPAIR EXHAUST ACCESS DOORS AS REQUIRED TO MATCH EXISTING
 - 9. REPAIR EXHAUST ACCESS DOORS AS REQUIRED TO MATCH EXISTING

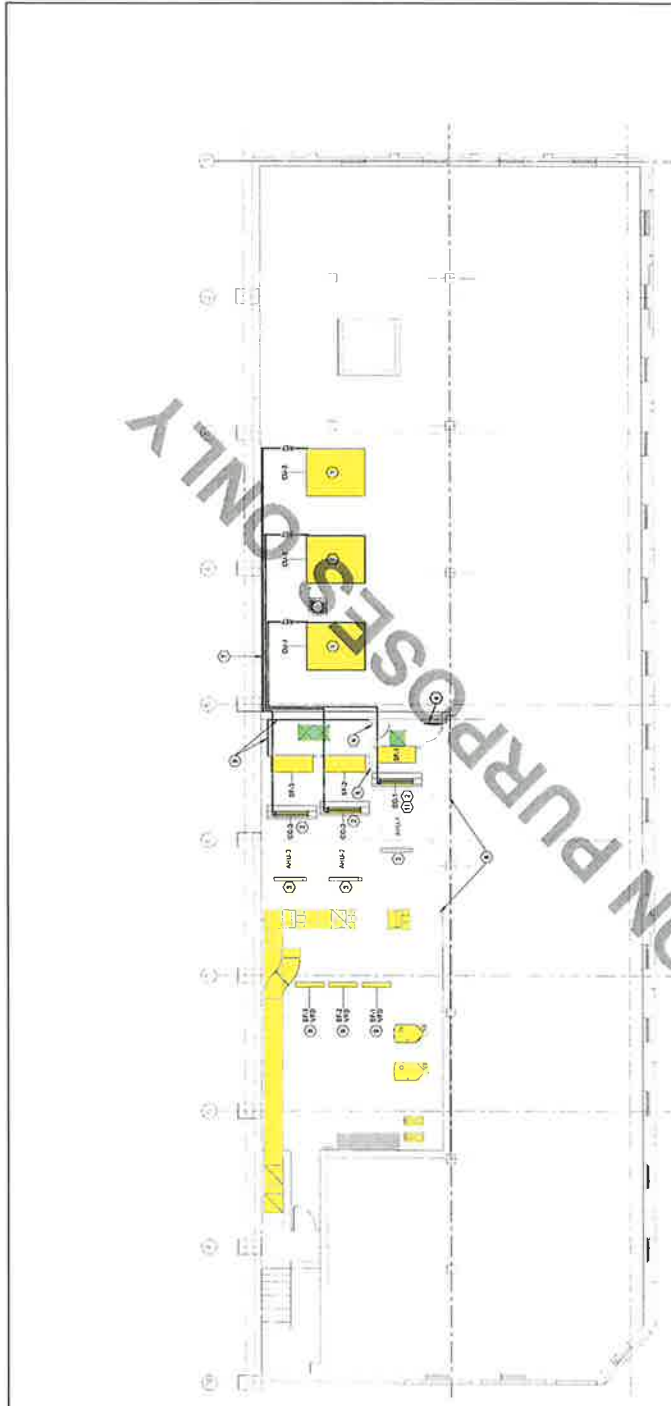
FOR COORDINATION PURPOSES ONLY

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REVISION	DATE

DATE	07/12/2022
BY	21537
SHAWN	MI
CHECKED	DB
SHEET	M103



PENTHOUSE HVAC PLAN
 SCALE: 1/8" = 1'-0"

COORDINATE:

1. VERIFY FROM CONTRACTOR ON NEW CONCRETE FLOOR ROOFING WORK TO BE BY LICENSED ROOFING CONTRACTOR
2. REMOVE EXISTING MECHANICAL EQUIPMENT AND DUCTWORK FROM EXISTING UNIT. SEE DETAIL.
3. REMOVE EXISTING MECHANICAL EQUIPMENT AND DUCTWORK FROM EXISTING UNIT. SEE DETAIL.
4. VERIFY FROM CONTRACTOR ON NEW CONCRETE FLOOR ROOFING WORK TO BE BY LICENSED ROOFING CONTRACTOR
5. NEW MECHANICAL EQUIPMENT TO BE ALLOWED TO REMAIN ON EXISTING FLOOR SLAB.
6. MECHANICAL WALL PANELS TO BE REMOVED. VERIFY CONTRACTOR TO PROVIDE PROPER WALL PANELS TO BE INSTALLED ON EXISTING FLOOR SLAB.
7. VERIFY FROM CONTRACTOR ON NEW CONCRETE FLOOR ROOFING WORK TO BE BY LICENSED ROOFING CONTRACTOR
8. PROVIDE 2" MINIMUM CLEARANCE OVER EXISTING MECHANICAL EQUIPMENT TO BE INSTALLED ON EXISTING FLOOR SLAB.
9. PROVIDE 2" MINIMUM CLEARANCE OVER EXISTING MECHANICAL EQUIPMENT TO BE INSTALLED ON EXISTING FLOOR SLAB.
10. VERIFY FROM CONTRACTOR ON NEW CONCRETE FLOOR ROOFING WORK TO BE BY LICENSED ROOFING CONTRACTOR
11. VERIFY FROM CONTRACTOR ON NEW CONCRETE FLOOR ROOFING WORK TO BE BY LICENSED ROOFING CONTRACTOR

REVISIONS:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND FOR PROVIDING ALL NECESSARY INFORMATION TO THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND FOR PROVIDING ALL NECESSARY INFORMATION TO THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND FOR PROVIDING ALL NECESSARY INFORMATION TO THE ARCHITECT.

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	REMARKS
1	1.0000	1	EA	100.00	100.00	1.0000
2	2.0000	2	EA	200.00	400.00	2.0000
3	3.0000	3	EA	300.00	900.00	3.0000
4	4.0000	4	EA	400.00	1600.00	4.0000
5	5.0000	5	EA	500.00	2500.00	5.0000
6	6.0000	6	EA	600.00	3600.00	6.0000
7	7.0000	7	EA	700.00	4900.00	7.0000
8	8.0000	8	EA	800.00	6400.00	8.0000
9	9.0000	9	EA	900.00	8100.00	9.0000
10	10.0000	10	EA	1000.00	10000.00	10.0000
11	11.0000	11	EA	1100.00	12100.00	11.0000
12	12.0000	12	EA	1200.00	14400.00	12.0000
13	13.0000	13	EA	1300.00	16900.00	13.0000
14	14.0000	14	EA	1400.00	19600.00	14.0000
15	15.0000	15	EA	1500.00	22500.00	15.0000
16	16.0000	16	EA	1600.00	25600.00	16.0000
17	17.0000	17	EA	1700.00	28900.00	17.0000
18	18.0000	18	EA	1800.00	32400.00	18.0000
19	19.0000	19	EA	1900.00	36100.00	19.0000
20	20.0000	20	EA	2000.00	40000.00	20.0000
21	21.0000	21	EA	2100.00	44100.00	21.0000
22	22.0000	22	EA	2200.00	48400.00	22.0000
23	23.0000	23	EA	2300.00	52900.00	23.0000
24	24.0000	24	EA	2400.00	57600.00	24.0000
25	25.0000	25	EA	2500.00	62500.00	25.0000
26	26.0000	26	EA	2600.00	67600.00	26.0000
27	27.0000	27	EA	2700.00	72900.00	27.0000
28	28.0000	28	EA	2800.00	78400.00	28.0000
29	29.0000	29	EA	2900.00	84100.00	29.0000
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32	32.0000	32	EA	3200.00	102400.00	32.0000
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34	34.0000	34	EA	3400.00	115600.00	34.0000
35	35.0000	35	EA	3500.00	122500.00	35.0000
36	36.0000	36	EA	3600.00	129600.00	36.0000
37	37.0000	37	EA	3700.00	136900.00	37.0000
38	38.0000	38	EA	3800.00	144400.00	38.0000
39	39.0000	39	EA	3900.00	152100.00	39.0000
40	40.0000	40	EA	4000.00	160000.00	40.0000
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45	45.0000	45	EA	4500.00	202500.00	45.0000
46	46.0000	46	EA	4600.00	211600.00	46.0000
47	47.0000	47	EA	4700.00	220900.00	47.0000
48	48.0000	48	EA	4800.00	230400.00	48.0000
49	49.0000	49	EA	4900.00	240100.00	49.0000
50	50.0000	50	EA	5000.00	250000.00	50.0000

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	REMARKS
1	1.0000	1	EA	100.00	100.00	1.0000
2	2.0000	2	EA	200.00	400.00	2.0000
3	3.0000	3	EA	300.00	900.00	3.0000
4	4.0000	4	EA	400.00	1600.00	4.0000
5	5.0000	5	EA	500.00	2500.00	5.0000
6	6.0000	6	EA	600.00	3600.00	6.0000
7	7.0000	7	EA	700.00	4900.00	7.0000
8	8.0000	8	EA	800.00	6400.00	8.0000
9	9.0000	9	EA	900.00	8100.00	9.0000
10	10.0000	10	EA	1000.00	10000.00	10.0000
11	11.0000	11	EA	1100.00	12100.00	11.0000
12	12.0000	12	EA	1200.00	14400.00	12.0000
13	13.0000	13	EA	1300.00	16900.00	13.0000
14	14.0000	14	EA	1400.00	19600.00	14.0000
15	15.0000	15	EA	1500.00	22500.00	15.0000
16	16.0000	16	EA	1600.00	25600.00	16.0000
17	17.0000	17	EA	1700.00	28900.00	17.0000
18	18.0000	18	EA	1800.00	32400.00	18.0000
19	19.0000	19	EA	1900.00	36100.00	19.0000
20	20.0000	20	EA	2000.00	40000.00	20.0000
21	21.0000	21	EA	2100.00	44100.00	21.0000
22	22.0000	22	EA	2200.00	48400.00	22.0000
23	23.0000	23	EA	2300.00	52900.00	23.0000
24	24.0000	24	EA	2400.00	57600.00	24.0000
25	25.0000	25	EA	2500.00	62500.00	25.0000
26	26.0000	26	EA	2600.00	67600.00	26.0000
27	27.0000	27	EA	2700.00	72900.00	27.0000
28	28.0000	28	EA	2800.00	78400.00	28.0000
29	29.0000	29	EA	2900.00	84100.00	29.0000
30	30.0000	30	EA	3000.00	90000.00	30.0000
31	31.0000	31	EA	3100.00	96100.00	31.0000
32	32.0000	32	EA	3200.00	102400.00	32.0000
33	33.0000	33	EA	3300.00	108900.00	33.0000
34	34.0000	34	EA	3400.00	115600.00	34.0000
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37	37.0000	37	EA	3700.00	136900.00	37.0000
38	38.0000	38	EA	3800.00	144400.00	38.0000
39	39.0000	39	EA	3900.00	152100.00	39.0000
40	40.0000	40	EA	4000.00	160000.00	40.0000
41	41.0000	41	EA	4100.00	168100.00	41.0000
42	42.0000	42	EA	4200.00	176400.00	42.0000
43	43.0000	43	EA	4300.00	184900.00	43.0000
44	44.0000	44	EA	4400.00	193600.00	44.0000
45	45.0000	45	EA	4500.00	202500.00	45.0000
46	46.0000	46	EA	4600.00	211600.00	46.0000
47	47.0000	47	EA	4700.00	220900.00	47.0000
48	48.0000	48	EA	4800.00	230400.00	48.0000
49	49.0000	49	EA	4900.00	240100.00	49.0000
50	50.0000	50	EA	5000.00	250000.00	50.0000

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	REMARKS
1	1.0000	1	EA	100.00	100.00	1.0000
2	2.0000	2	EA	200.00	400.00	2.0000
3	3.0000	3	EA	300.00	900.00	3.0000
4	4.0000	4	EA	400.00	1600.00	4.0000
5	5.0000	5	EA	500.00	2500.00	5.0000
6	6.0000	6	EA	600.00	3600.00	6.0000
7	7.0000	7	EA	700.00	4900.00	7.0000
8	8.0000	8	EA	800.00	6400.00	8.0000
9	9.0000	9	EA	900.00	8100.00	9.0000
10	10.0000	10	EA	1000.00	10000.00	10.0000
11	11.0000	11	EA	1100.00	12100.00	11.0000
12	12.0000	12	EA	1200.00	14400.00	12.0000
13	13.0000	13	EA	1300.00	16900.00	13.0000
14	14.0000	14	EA	1400.00	19600.00	14.0000
15	15.0000	15	EA	1500.00	22500.00	15.0000
16	16.0000	16	EA	1600.00	25600.00	16.0000
17	17.0000	17	EA	1700.00	28900.00	17.0000
18	18.0000	18	EA	1800.00	32400.00	18.0000
19	19.0000	19	EA	1900.00	36100.00	19.0000
20	20.0000	20	EA	2000.00	40000.00	20.0000
21	21.0000	21	EA	2100.00	44100.00	21.0000
22	22.0000	22	EA	2200.00	48400.00	22.0000
23	23.0000	23	EA	2300.00	52900.00	23.0000
24	24.0000	24	EA	2400.00	57600.00	24.0000
25	25.0000	25	EA	2500.00	62500.00	25.0000
26	26.0000	26	EA	2600.00	67600.00	26.0000
27	27.0000	27	EA	2700.00	72900.00	27.0000
28	28.0000	28	EA	2800.00	78400.00	28.0000
29	29.0000	29	EA	2900.00	84100.00	29.0000
30	30.0000	30	EA	3000.00	90000.00	30.0000
31	31.0000	31	EA	3100.00	96100.00	31.0000



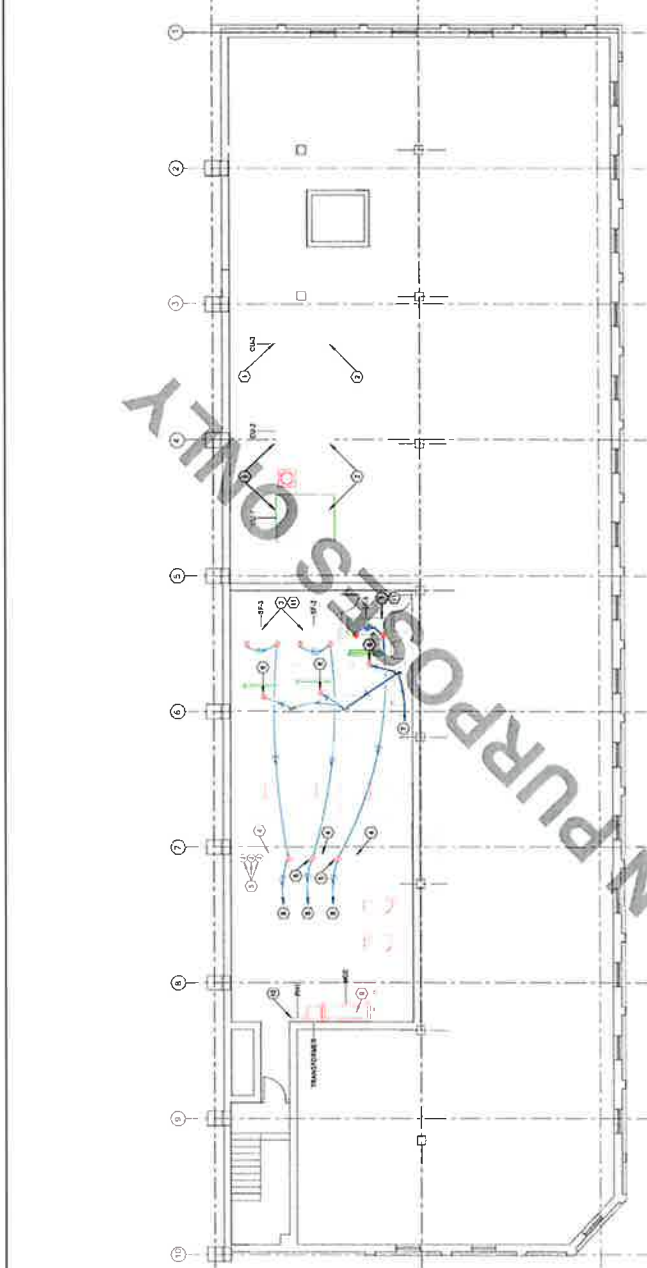
NO.	DESCRIPTION	DATE

DATE: 07/12/2022
 DRAWN BY: 21537
 CHECKED BY: WT
 SHEET

E103

ELECTRICAL LEGEND

EQUIPMENT, CONDUITS, ETC.	
	CONDUIT RISER/ROOM
	DOUBLE POLE
	THREE WAY
	FOUR WAY
	LOW VOLTAGE AUXILIARY
	OCCUPANCY/VACANCY SENSOR SWITCH
	DIMMER
	PILOT LIGHT
	THERMAL OVERLOAD
	THERMAL OVERLOAD WITH PILOT LIGHT
	RESET CIRCUIT BREAKER
	LIGHTING CONTROL STATION
	MULTI LIGHTING CONTROL STATION
RECEPTACLES (BOTTOM 44" A.F.F.)	
	SINGLE PHASE CONVENIENCE OUTLET
	GROUNDING TYPE CONVENIENCE OUTLET
	DOUBLE ENDED RECEPTACLE
	GROUNDING FAULT INTERRUPTING OUTLET
	WEATHERPROOF OUTLET
	SWITCH CONTROLLED DUPLEX OUTLET
	DUPLEX RECEPTACLE ON EMERGENCY CIRCUIT
	EXTRA MOUNTED RECEPTACLE
	WIREWAY OR RECEPTACLE
	SURFACE WALL OUTLET
	SURFACE WALL OUTLET WITH GROUND FAULT INTERRUPTING DEVICE
	WALL OUTLET (DRY OR WET)
	FLOOR OUTLET (DRY OR WET)
	POWER HANDOUT
	HOOD CONNECTION
	EQUIPMENT CONNECTION
	CONTROL RELAY



ELECTRICAL PENTHOUSE/ROOF PLAN
SCALE: 1/8" = 1'-0"

- COORDINATE:**
1. DISCONNECT ELECTRICAL CIRCUIT FROM EXISTING CONTROLS UNIT TO ALLOW CONSTRUCTION TO BE REMOVED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ELECTRICAL SYSTEMS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ELECTRICAL SYSTEMS TO THE EXTENT POSSIBLE. THE NEW ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
 3. REMOVE EXISTING ELECTRICAL CIRCUIT FROM EXISTING RISER ROOM TO BE REMOVED BY THE CONTRACTOR. REMOVE EXISTING ELECTRICAL CIRCUIT FROM EXISTING RISER ROOM TO BE REMOVED BY THE CONTRACTOR. REMOVE EXISTING ELECTRICAL CIRCUIT FROM EXISTING RISER ROOM TO BE REMOVED BY THE CONTRACTOR.
 4. NEW RISER ROOM CONTROL PANEL. PROVIDE ELECTRICAL CONNECTIONS AS REQUIRED. SEE PLAN FOR ADDITIONAL INFORMATION.
 5. NEW RISER ROOM CONTROL PANEL. PROVIDE ELECTRICAL CONNECTIONS AS REQUIRED. SEE PLAN FOR ADDITIONAL INFORMATION.
 6. NEW RISER ROOM CONTROL PANEL. PROVIDE ELECTRICAL CONNECTIONS AS REQUIRED. SEE PLAN FOR ADDITIONAL INFORMATION.
 7. NEW RISER ROOM CONTROL PANEL. PROVIDE ELECTRICAL CONNECTIONS AS REQUIRED. SEE PLAN FOR ADDITIONAL INFORMATION.
 8. NEW RISER ROOM CONTROL PANEL. PROVIDE ELECTRICAL CONNECTIONS AS REQUIRED. SEE PLAN FOR ADDITIONAL INFORMATION.
 9. PROVIDE AN INSTALL APPROVAL CHECK SHEET IN THE PANEL BOARD (PH) TO BE REVIEWED BY THE CONTRACTOR.
 10. PROVIDE AN INSTALL APPROVAL CHECK SHEET IN THE PANEL BOARD (PH) TO BE REVIEWED BY THE CONTRACTOR.
 11. PROVIDE AN INSTALL APPROVAL CHECK SHEET IN THE PANEL BOARD (PH) TO BE REVIEWED BY THE CONTRACTOR.

- ELECTRICAL GENERAL NOTES:**
1. PROVIDE SUPPORT FOR ALL VERTICAL CONDUITS TO BE INSTALLED WITHIN THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS. PROVIDE SUPPORT FOR ALL VERTICAL CONDUITS TO BE INSTALLED WITHIN THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS.
 2. PROVIDE A COPY OF ALL CONDUIT SCHEDULES TO THE CONTRACTOR. PROVIDE A COPY OF ALL CONDUIT SCHEDULES TO THE CONTRACTOR.
 3. ALL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS. ALL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS.
 4. ELECTRICAL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS. ELECTRICAL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS.
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 9. ELECTRICAL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS. ELECTRICAL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS.
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 11. ELECTRICAL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS. ELECTRICAL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) REQUIREMENTS.

FOR INFORMATION PURPOSES ONLY

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

RFP Number: #1-2023

Date: January 25, 2023

Subject: Design Services for Government Center Annex & Police
Headquarters Roof Replacement

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Pre-proposal sign-in sheet is attached.
2. Review of the roof drain systems, overflow requirements, and replacement of faulty drains shall be considered as part of the overall design scope.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2023

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

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

PRODUCER Sterling Thompson Co. 3006 Eastpoint Pkwy Louisville KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-585-3277 FAX (A/C, No): 502-585-3306 E-MAIL ADDRESS: info@sterlingthompson.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Patrick D. Murphy Company, Inc. P. O. Box 20835 Louisville KY 40250-0835	PATRDMU-01 INSURER A : Liberty Mutual Ins. Group 0060009 23043	
	INSURER B : AmWINS	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		


COVERAGES **CERTIFICATE NUMBER:** 914394654 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	BLO52842875	5/6/2022	5/6/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	USO52842875	5/6/2022	5/6/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWO52842875	5/6/2022	5/6/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability	Y	Y	URA1458427	7/27/2022	7/27/2023	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LFUCG has been named as an additional insured. 30 day cancellation notice.

CERTIFICATE HOLDER **CANCELLATION**

Lexington- Fayette Urban County Government 200 E Main St Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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