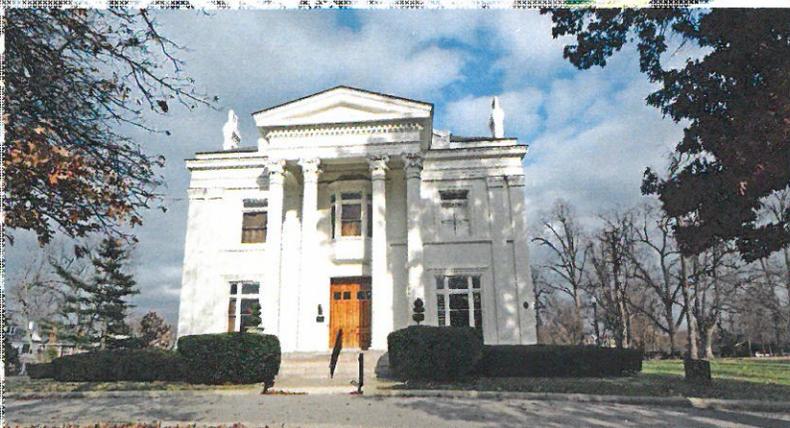
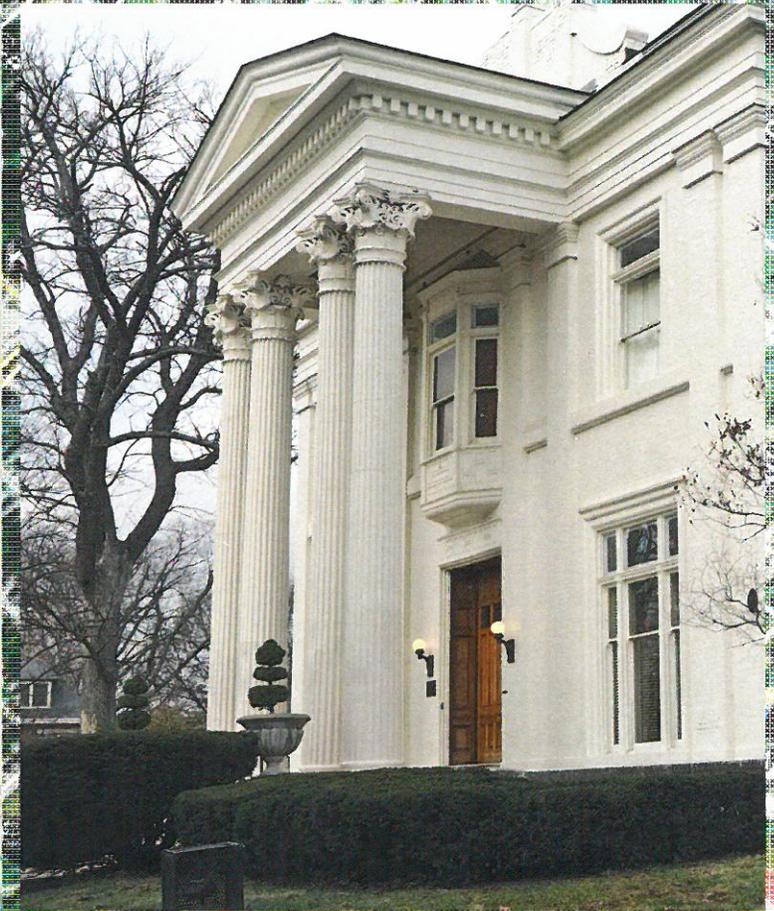
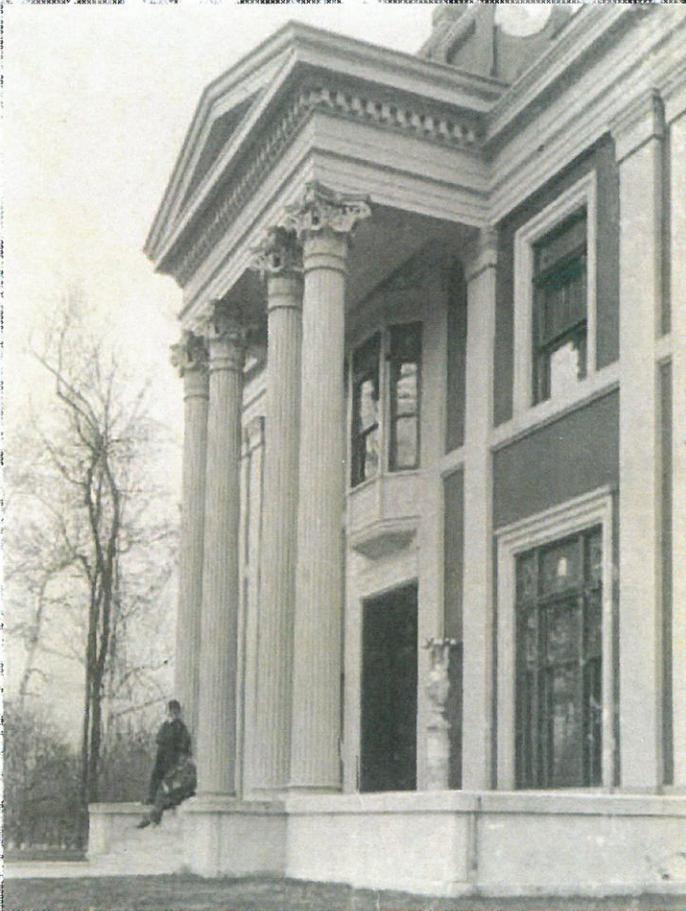


Architectural and Engineering Services Bell Place RFP #52-2014



Lexington-Fayette Urban County Government Parks Department



FITZSIMONS OFFICE OF ARCHITECTURE, INC.

112 West Third St. Lexington, KY 40508-1700

fax 859•226•0283

tel 859•243•0838

Transylvania Park

Woodland Triangle

December 1, 2014

Mr. Todd Stalin
Purchasing Director
LFUCG
200 West Main Street
Lexington, KY 40507



FITZSIMONS OFFICE of ARCHITECTURE, INC.

112 W. Third St. Lexington, KY 40508-1700

tel 859•243•0838 fax 859•226•9283

1. Estimated Cost of Services

Phase I

Investigation

- On site visits
- Selective demolition and repair back

Document existing building with base plans (use owner provided plans)

- Photograph existing conditions
- Site Plan, either based on owner provided engineered survey (or a less accurate but usable site plan based on measurements and site photographs)
- Plans; Foundation, 1st, 2nd, attic and roof plans
- Elevations, all four
- Sections, two building sections, one in each direction

Architect:	6 hrs @ \$185/hr	\$1,110
Structural Engineer:	6 hrs @ \$185/hr	\$1,110
Staff:	4 hrs @ \$145/hr	\$ 580

Phase I Total **\$2,800**

Phase II

- Recommendations will be based on National Park Service Historic Preservation Guidelines for Preservation
- Prioritized by Critical Need
- Cost Estimates

Architect:	24 hrs @ \$185/hr	\$4,440
Structural Engineer:	24 hrs @ \$185/hr	\$4,440
Staff:	16 hrs @ \$145/hr	\$2,320

Phase II Total **\$11,200**

Phase III

Hourly Rates

Architecture	
Gregory Fitzsimons	\$185
Structural Engineering	
Mohammad Sheraji	\$185
Staff	\$145
Mechanical, Electrical, Plumbing	
Mechanical Engineer	\$185
Plumbing Engineer	\$185
Electrical Engineer	\$185
Engineering Staff	\$145



Phase IV

Depending on the established budget for construction FOA will negotiate for professional services based on the following rates and or a percentage of budget.

Hourly Rates

Gregory Fitzsimons	\$185
Mohammad Sheraji	\$185
Staff	\$145
Mechanical Engineer	\$185
Plumbing Engineer	\$185
Electrical Engineer	\$185
Engineering Staff	\$145

<u>Budget for Construction</u>	<u>Fee</u>
Up to \$25,000	15.5%
\$25,000 to \$50,000	13.4%
\$50,000 to \$75,000	12.3%
\$75,000 to \$100,000	11.3%
\$100,000 and under \$200,000	10.8%
\$200,000 and under \$300,000	10.0%
\$300,000 and under \$400,000	9.4%
\$400,000 and under \$500,000	9.0%
\$500,000 and under \$600,000	8.7%

2. Specialized Experience and Technical Competence:

The scope of services outlined for Phase I & II will be performed by Greg Fitzsimons, architect and Mohammad Sheraji, structural engineer, Pyramid Engineering. For any mechanical, electrical or plumbing related items, Cory Sharrad with STW Engineering would assist. Mohammad, Greg and Cory have many shared completed projects between them.

Greg Fitzsimons, lead investigator, historic architect, has been working on historic building since 1980, thirty four years, and completed more than one hundred and twenty-five such projects. Two of those projects involved the Bell House. In 2003 we assisted with the second floor exit stairs, and in 2007 we gave some assistance to Mark Morgan on masonry and roof repairs on the rear section of the house. We also provided services for the ADA ramp and the Carriage House in 2009.

Part of the services included Board of Architectural Review approval for the exit stairs. While the design may not win any awards, the BOAR approved design was constructed for the budget, and in such a way that the stairs could be removed.

Proverbs can speak louder than words.

Familiarity breeds contempt. How accurate that is. The reason we hold trust in such respect is because we have so little opportunity to get familiar with it. - Mark Twain

In the design world, experience/familiarly is the basis of trust. This trust is based on the teamwork established through past projects. This is the opposite of breeding contempt.



The Phase I and Phase II services are similar to what would fall under the National Park Service definition of a "Condition Assessment Report, Limited Scope"(CAR). FOA would use the general guide lines and format for the investigations and recommendations.

FOA has worked on condition assessment reports, limited and extensive, for the Commonwealth, National Park Service, Municipal Governments and Fiscal Courts, School Districts numerous community groups throughout central Kentucky. Most recent a limited scope CAR for the Morton House Condition conducted as a joint effort with General Services and The Nest.

Loudon House, one of the most significant gothic residences in America was another project FOA and Parks worked on together. The CAR for the Loudoun House was used to acquire one of the first and only "Save America's Treasures Grants" and as the guide for the full renovation completed in 2001.

For LFUCG, FOA has worked with Parks and Recreation on these projects:

- Loudoun House
- Bell House Exit Stairs
- Gratz Park Kitchen
- Gratz Park Fountain
- Bell Carriage House ADA Ramp
- Carver Community Center Renovation, Phased Rest Rooms
- Dunbar Community Center Stone Arch Repairs
- Morton House Repairs and Roof Replacement



For LFUCG General Services; the following:

- Old Fayette County Courthouse
- R.H. Williams Cultural Center
- LFUCG Government Building Entry Canopy
- Senior Citizen Roof Replacement
- Phoenix Building Roof Replacement
- Fire Station Renovations: #1, #3, #5, #6, #11, #13, #14, #15
- ArtsPlace Window Replacement

Most historic building problems are related to water in all forms, getting into the building envelope. These buildings, built mostly before 1900, constructed with good materials but built-in maintenance issues are remarkable in the amount of deferred maintenance they can endure. Pyramid and FOA worked on other large masonry bearing structures in central Kentucky, Bourbon County Courthouse, LFUCG Government Building, St. Peter and Paul School, Carver Community Center, including structural solutions to significant existing building issues for each.

Over time heavy masonry buildings "grow" at their top. Dormers and chimneys expand and lean. Parapet walls swell. Sometimes the building elements can be repaired in place, and many times after one hundred years or more of service they need to be taken down and rebuilt.

Mohammad and Greg are familiar with the symptoms showing in the Bell House existing conditions. Both have visited the site and have seen the various types of deterioration before. The crack pattern diagrams in the masonry show where the building has relieved the built up stress on the materials from movement.

It is second nature for Mohammad and Greg to walk into a building for the first time noting all the potential building problems. For us this one of the best, most practical ways to learn what construction detail works in our environment and what details fail. All buildings move, with different parts at different rates. Add moisture to any part, or modify it in an unforeseen way and the designed-in movement changes. Some symptoms are visible and some are not. Bell House has enough visible symptoms to point to the probable causes. Several theories have already been discussed and we look forward to proving which is correct.

Attached are project data sheets which demonstrate our specialized experience and technical competence with large masonry/wood framed structures.

3. Capacity to Perform the Work

Greg and Mohammad will be the principal investigators on site. FOA and Pyramid can complete Phase 1 and Phase 2 in thirty days after the owner/user/architect programming meeting. Both firms work on many small projects each year. FOA completes twenty to thirty projects a year.

4. Character, Integrity, Reputation, Judgment of Firms

FOA and Pyramid have been hired for similar services by Parks and other LFUCG agencies. We believe the past consultations with LFUCG, Parks and historic preservation projects across central Kentucky have defined our character, integrity and reputation for successfully completing rehabilitation projects. It is our judgment that we work on to make specific for each project.

5. Past Record of Performance

The Carver Community Center is a good indicator of the project team's ability to manage a limited scope renovation, planned in phases without enough money to meet all the needs. The same individuals will be involved in this project, Cory Sharrad, MP engineer; Mohammad Sheraji and Greg Fitzsimons. The roof, windows, doors and HVAC work was completed in the first phase. The interior finishes were upgraded in the second. Currently restroom renovations are being planned. So far each phase of construction has been done for the funds available considering the remaining building needs.

6. Familiarity with Details of Project

FOA has worked on two projects on the site in the past. Greg and Mohammad have compared observations of the damage to the masonry, foundation and front wall of Bell Place. We already have a short-list of possible problems causing the symptoms of patterned wall/ceiling cracks, and extensive moisture damage. An overlay of the floor plans and sections with the crack patterns will reveal the building movements. Detailed study of the roof and site drainage will also create a diagram that will identify potential water migration into the building envelope.

7. Degree of Local Employment

All architects, engineers and staff members will be 100% local to Lexington.

Very truly yours,


Gregory Fitzsimons
C: file





Carver Community Center Renovation

FITZSIMONS OFFICE OF
ARCHITECTURE, INC.

112 W. Third St.
Lexington, KY 40508
859-243-0838

Carver Community Center
Renovation
Joyce Thomas
LFUCG General Services
200 East Main Street
Lexington, KY 40508
859-258-3054



Carver Community Center Renovation

The Carver Community Center is owned by the Lexington-Fayette Urban County Government and used by the Parks Department. The building was an african-american school until the 1970's when the Fayette County School System deeded the site to LFUCG. The building has not been renovated since the school system gave up the building. In 2012 the limited renovation of the building was planned with construction to start early in 2013. The work will include a new HVAC system, VRV heat pumps with energy recovery fresh air system; a new roof; replacing non-original windows a doors with historically correct double hung windows and doors; as well as other general renovation work. FOA was able to develop a project that worked within the limited funding and accomplished the owner's major goals to make the building functional again. The budget for construction is \$1,200,000.



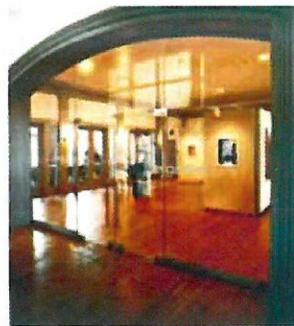
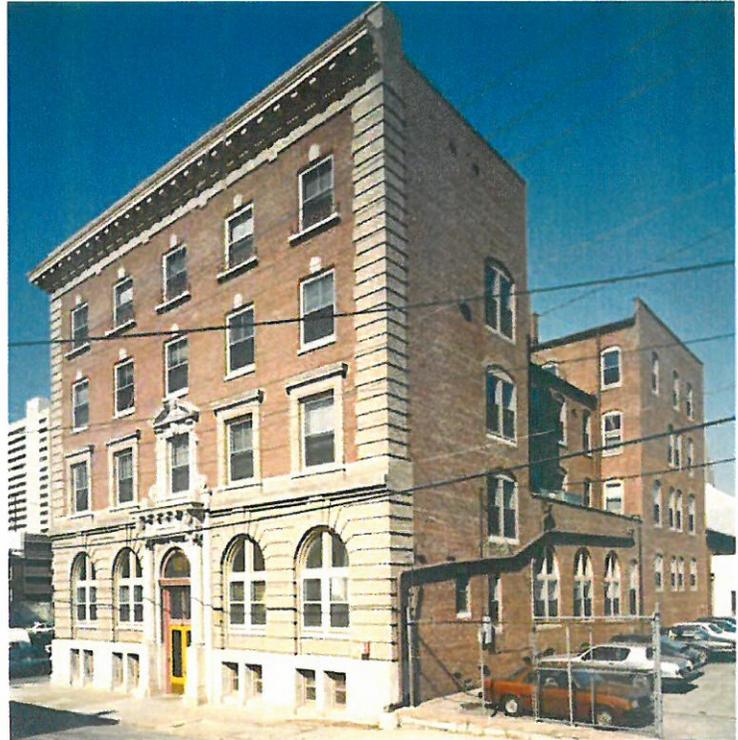
ArtsPlace Renovation Lexington, Kentucky

**As Principal-in-Charge
Tate/Fitzsimons/
Architects/Inc.**

ArtsPlace renovation began with a 1903 YMCA which had been extensively modified. The Lexington Arts and Cultural Council purchased the building and renovated it for offices and studios for member groups. The existing building has a raised basement which required a two sided elevator cab to access the intermediate levels. The elevator and entry lobby installed within the existing structure created a new focal point. A sprinkler system was also installed within the existing building.

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ARCHITECTURE, INC.
112 W. Third St.
Lexington, KY 40508
859-243-0838

LexArts
Lexington Arts and Cultural Council
Jim Clark, President
161 North Mill Street
Lexington, Kentucky 40507



**FITZSIMONS OFFICE of
ARCHITECTURE, INC.**
112 W. Third St.
Lexington, KY 40508
859-243-0838

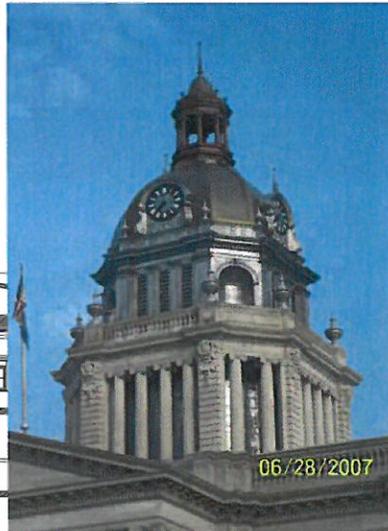
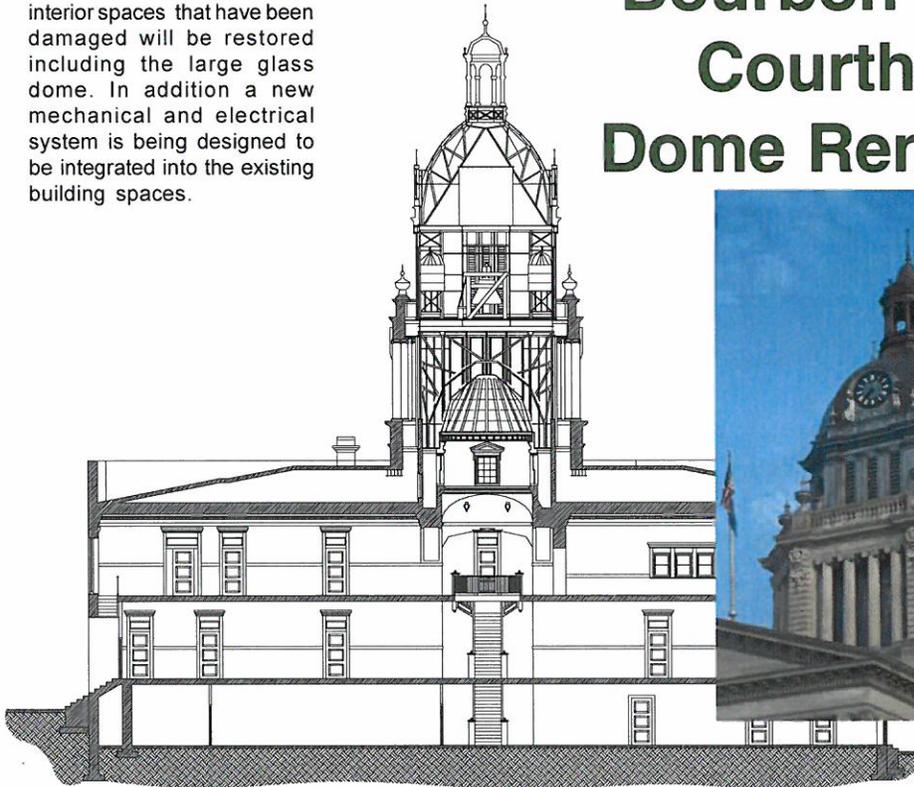
Bourbon County Fiscal Court
Donny Foley
County Judge Executive
Paris, Kentucky
Completed: Fall 2008

**FITZSIMONS OFFICE of
ARCHITECTURE, INC.**

FOA is working on the renovation of the large tower and dome structure as well as the replacement of the roof system. The tower and dome renovation will be a complete rehabilitation of the steel framed tower and sheet metal ornament. Structural repairs include the steel frame, roof structure, stone and brick masonry. The exterior parapet walls and pedimented sections of ornamental stone will be repointed. The tower drainage systems will be reworked to improve the ability to maintain the building. The interior spaces that have been damaged will be restored including the large glass dome. In addition a new mechanical and electrical system is being designed to be integrated into the existing building spaces.



Renovation of the **Bourbon County Courthouse Dome Renovation**



**FITZSIMONS OFFICE of
ARCHITECTURE, INC.**
257 N. Limestone St.
Lexington, KY 40507
859-243-0838

**FITZSIMONS OFFICE OF
ARCHITECTURE, INC.**

The Urban County Government is planning the restoration of the Loudoun House as well as the conversion of the existing gym to new gallery space for the Art League. In addition a new community center is being planned to replace the existing gym.



Renovation The Loudoun House

Lexington Art League
Lexington-Fayette Urban County
Government



Lexington Fayette County Urban
County Government
Mayor Terea Iassac
Mr. Bill Carman
Planning Parks
Department
Lexington, KY



WEST ELEVATION
SCALE 1/8" = 1'-0"





**FITZSIMONS OFFICE of
ARCHITECTURE, INC.**

112 W. Third St.
Lexington, KY 40508
859-243-0838

Sts. Peter and Paul
Regional Catholic School
423 W. Short St.
Lexington, KY 40508



FITZSIMONS OFFICE of ARCHITECTURE, INC.

The renovation and addition to Sts. Peter and Paul Regional School will provide 61,000 sf modern facility which combines the renovation of existing 1913 building and new construction addition. The building houses a historic auditorium/theatre space that will be used by the arts program. Arts education is a focus of this school. The project will be complete in 2010 and cost \$10,000,000. FOA has been responsible for all architectural and engineering services as well as selecting and coordinating the furnishings and equipment.

**Sts. Peter and Paul
Regional Catholic School
Renovation and Addition**



Centre Square Renovation Lebanon, Kentucky

FITZSIMONS OFFICE of
ARCHITECTURE, INC.
112 W. Third St.
Lexington, KY 40508
859-243-0838

Center Square
Old Lebanon City Schools
Cultural Enrichment Center
Lebanon, Kentucky

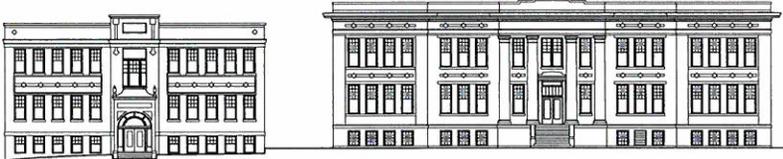
City of Lebanon
Mr. John Thomas,
City Administrator
118 South Proctor Knott Ave.
Lebanon, Kentucky 40033



Finished



Before



OLD LEBANON SCHOOLS

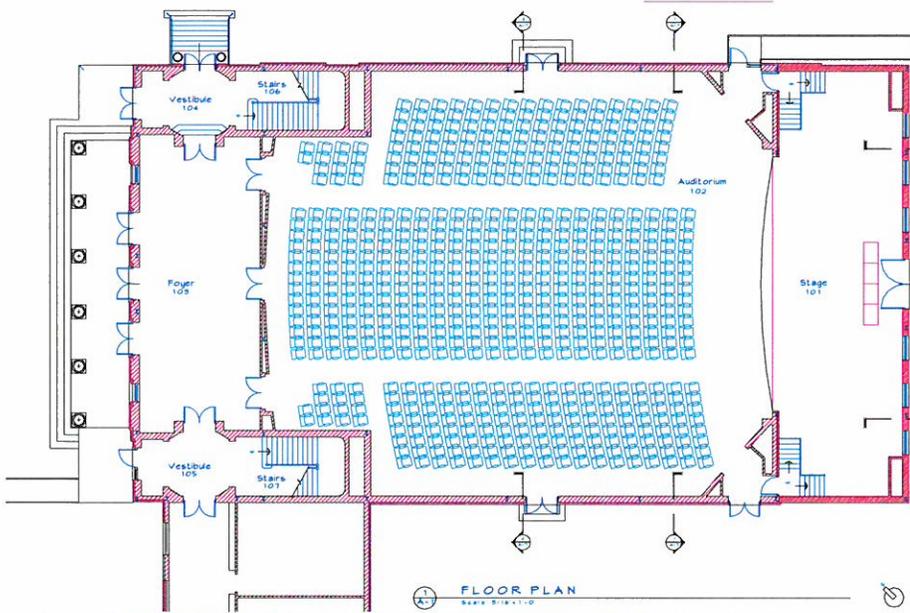
**FITZSIMONS OFFICE of
ARCHITECTURE, INC.**

Two adjacent city schools, built in the 1920's-30's, which have been abandoned in recent years, are scheduled to be renovated and adaptively reused as a large community center complex and multiple housing units. FOA has completed the phase I renovation of the Junior High Building which is now occupied. The second phase, exterior repairs and complete renovation of the Senior High was finished in early 2009.



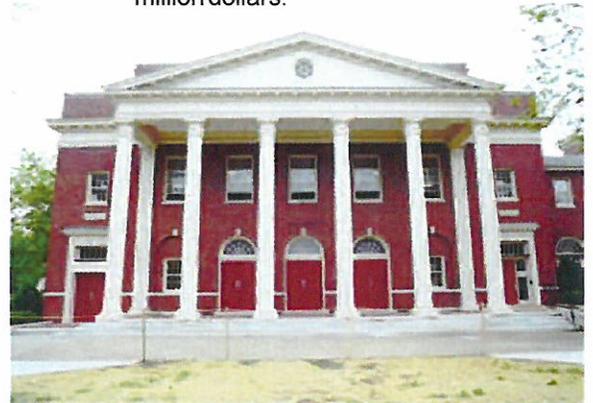
Phase I Opening
and Dedication



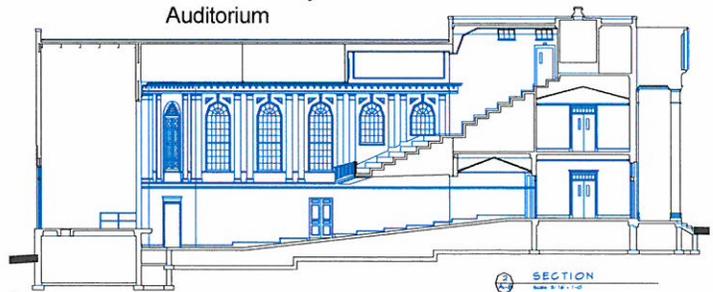


Norsworthy Auditorium Renovation GS Potts Building Renovation Lexington, Kentucky

The old Henry Clay High School, ca. 1926, is now used for the Fayette County Board of Education offices. The exterior of the building is being renovated to complete much needed work at this historic school building. Also on the site is a two story annex building which is getting an elevator. In 2001 FOA received a Historic Preservation Award for the interior restoration of Norsworthy Auditorium which is located in this building. Norsworthy Auditorium renovation and the other projects on this site, including an elevator, roof replacement, window repairs, masonry work and general exterior renovation cost two million dollars.



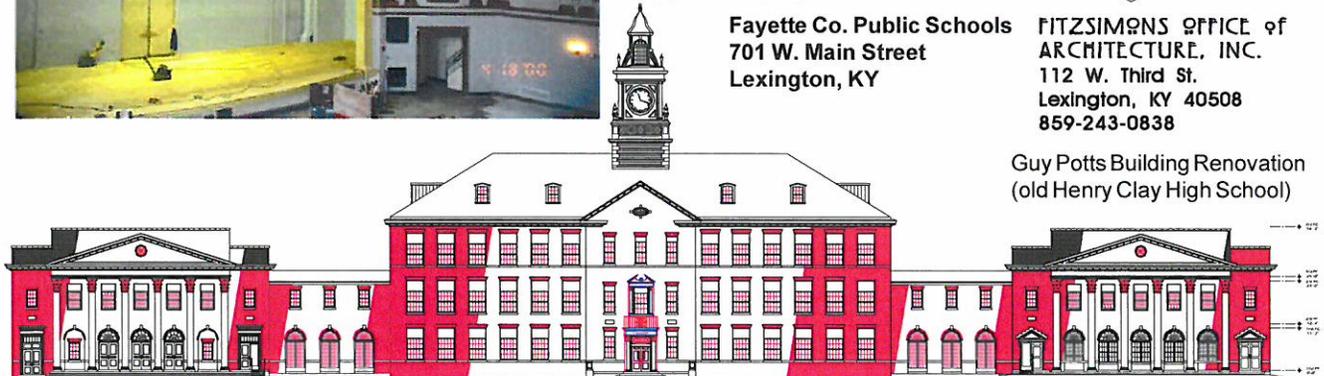
Norsworthy Auditorium



Fayette Co. Public Schools
701 W. Main Street
Lexington, KY

FITZSIMONS OFFICE of
ARCHITECTURE, INC.
112 W. Third St.
Lexington, KY 40508
859-243-0838

Guy Potts Building Renovation
(old Henry Clay High School)



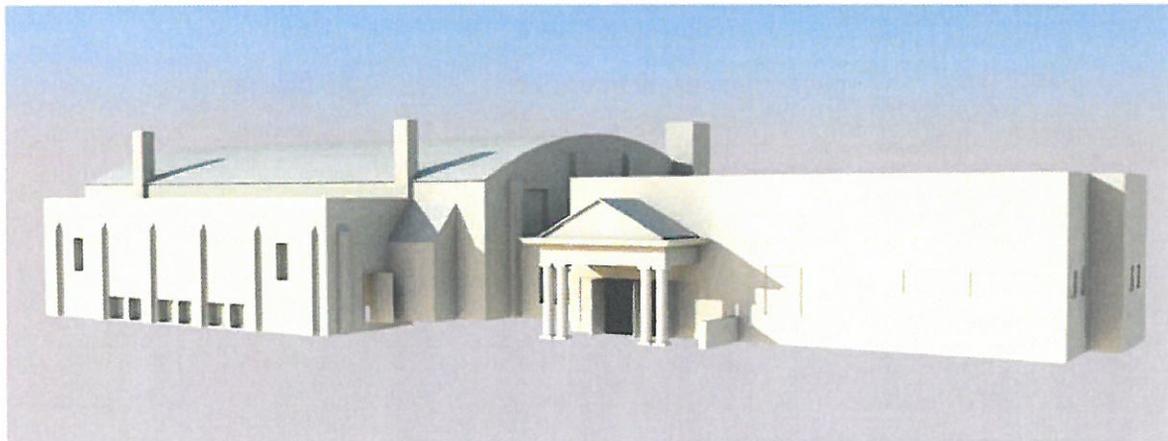
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ARCHITECTURE, INC.**
112 W. Third St.
Lexington, KY 40508
859-243-0838

Sharpsburg Community Center
and Library
Dorothy Clemens, Mayor
29 Camp St.
Sharpsburg, KY 40374

**FITZSIMONS OFFICE of
ARCHITECTURE, INC.**

The city of Sharpsburg has acquired the old Sharpsburg School site and remaining WPA stone gymnasium. This Bath County community has commissioned the design and construction project that will renovate the remaining gym structure and provide a community center addition. The addition will house a library, classroom, rest rooms and mechanical space. The gym will be renovated to its original appearance including refurbishing the stage area. The restored gym will preserve and excellent example of the stone masonry used on WPA projects using Italian masons.

Sharpsburg Community Center and Library



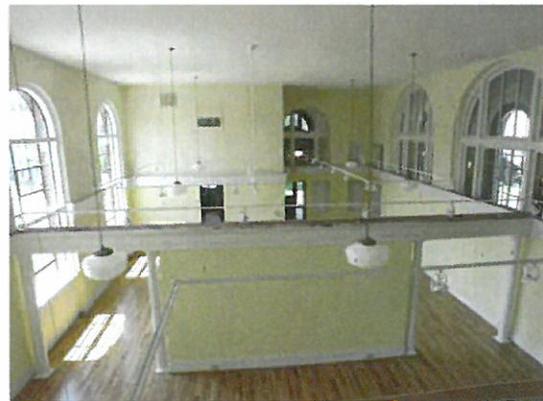
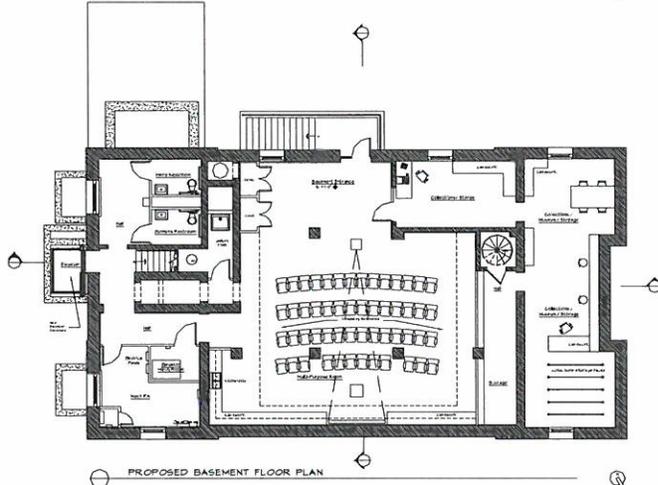
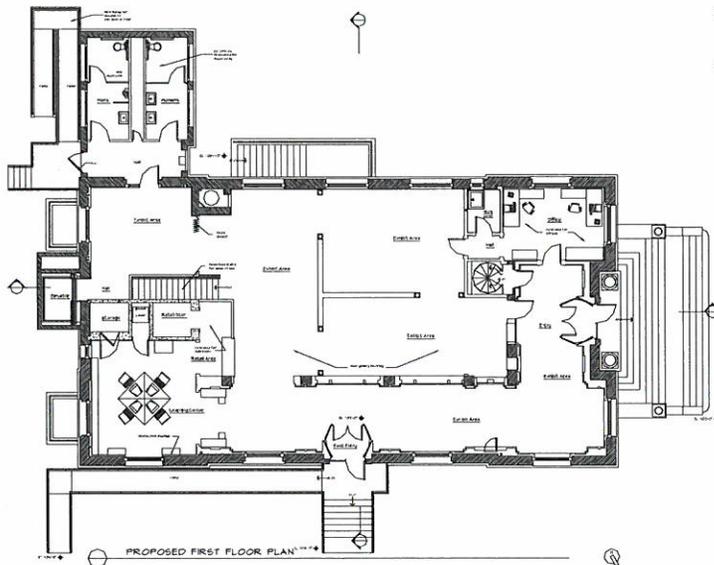
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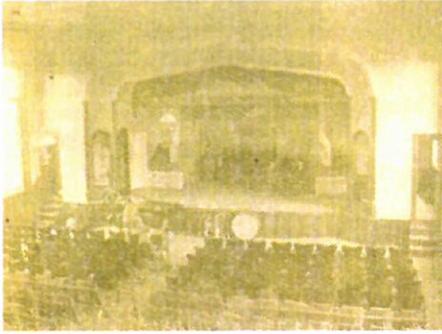
Feasibility Study Renovation Phase 1 Hopewell Museum

800 Pleasant Street
 Paris, Kentucky

The building will be renovated both to comply with the Secretary of the Interior's Standards for Historic Rehabilitation with the Museum programs in mind. To renovate the building will require few changes to the floor plan. An elevator will allow for access to the basement for community use. The tall windows that provide natural light need to be controlled. The important original architectural features have been and will be preserved and restored. To comply with current building codes the exits and stairs will need to be altered. In general, original detailing can be restored. The following are the goals for the current renovation project 2004-2005:

- Heating/Air-conditioning system upgrade
- Window replacement
- Exterior door replacement
- Gallery floor replacement
- Elevator for basement access
- Basement renovation for multi-purpose room
- Learning Center area renovated
- Renovations for accessible restrooms and offices.
- Basement renovation for collection storage
- Renovation to upgrade for building code requirements.





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 112 W. Third St.
 Lexington, KY 40508
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Springfield Opera House Renovation Springfield, Kentucky

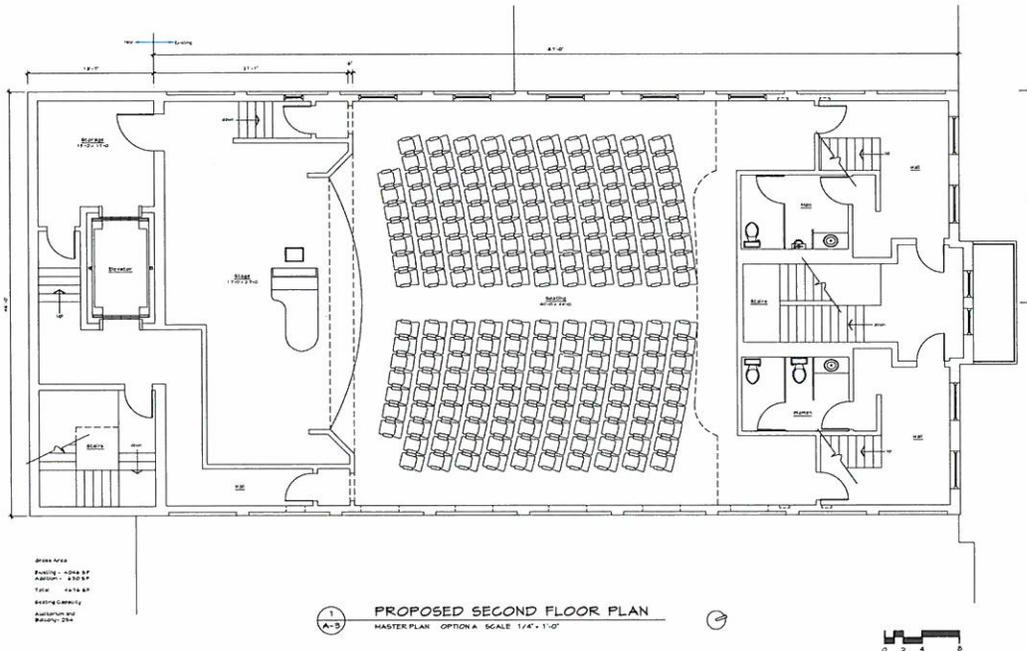
City of Springfield
 127 W. Main St.
 Springfield, KY

FITZSIMONS OFFICE of ARCHITECTURE, INC.

The City of Springfield and Renaissance Springfield have completed the renovation of the original Springfield Opera House. The existing building was in fair condition but the original theatre has been completely removed. The building now houses offices for City and community groups, meeting and conference space as well as the theatre for a performance space. The building has been fully renovated from the roof to the foundation. FOA and the project team were responsible for the complete renovation of the building and site.

Cost: \$1,400,000

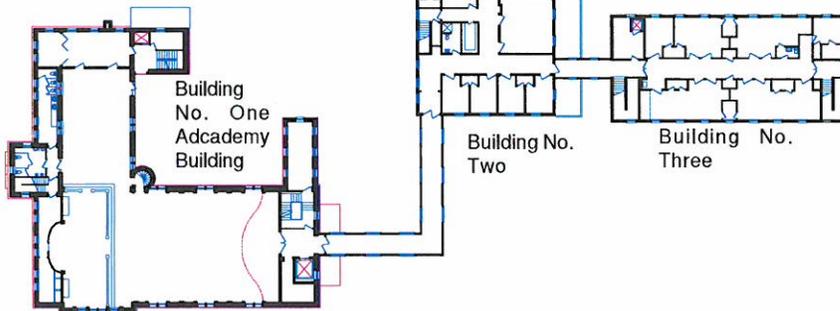
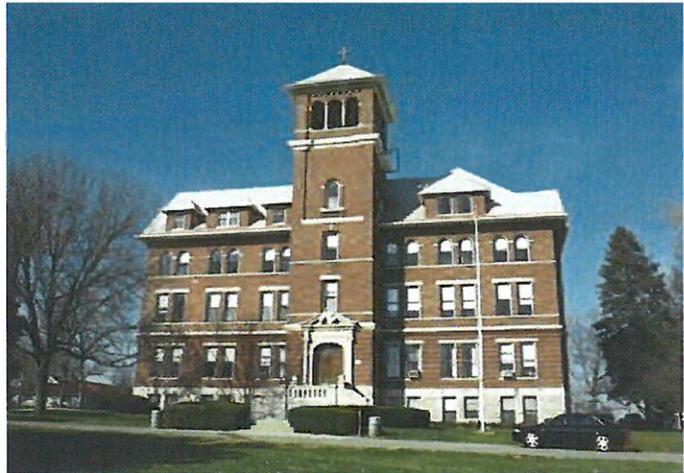
Completion: 12/2004



Cardome Academy Master Plan Adaptive Reuse and Renovation



Fitzsimons Office of Architecture and John L. Carmen and Associates are working with the City of Georgetown on a Master Plan for the renovation and reuse of the ten existing building and site. The renovation to the main building includes new meeting and training rooms as well as a food service kitchen. The large performance space will be renovated for improved acoustics and other changes. New uses are planned for other buildings including a senior citizens center, adult education, child care and other community functions. The site is being designed to create a campus with improved access, parking and other site improvements. Locations for additional buildings have been established.



**FITZSIMONS OFFICE of
ARCHITECTURE, INC.**
112 W. Third St.
Lexington, KY 40508
859-243-0838

Hub-Frankel Office Building Renovation

Danville, KY

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112 W. Third St.
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859-243-0838

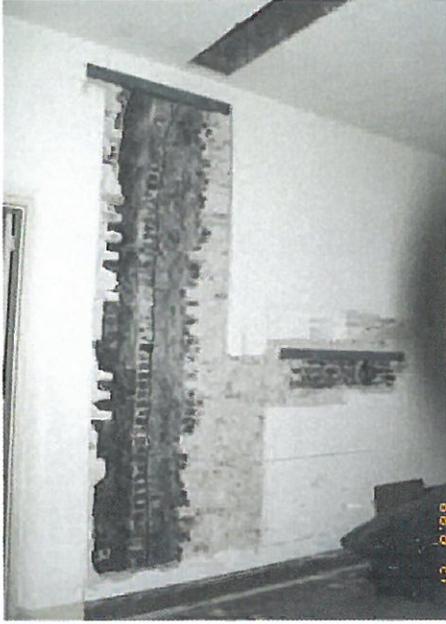


Hub-Frankel Office Building Renovation

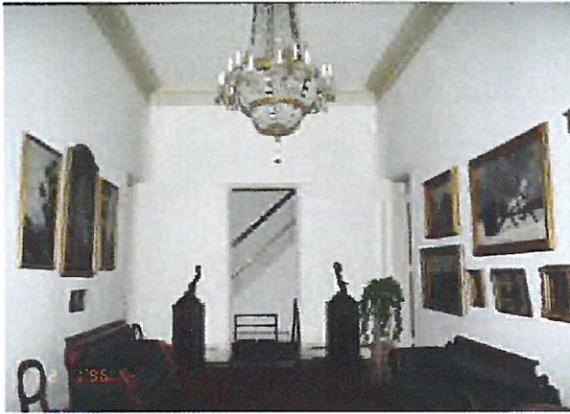
Owner:
Mr. Haisfield
Hub-Danville, LLC
Versailles, Kentucky

Project Description: This corner has been vacant for more than ten years. The renovation anchors down one the major corners of the Third and Main intersection. The former department store has been renovated for the Centre College Bookstore and a cafe on the first floor. An elevator has been installed for ADA compliance. The second and third floors are rental offices. The project is a historic tax credit investment project.

Date of Orig. Construction:	ca. 1910, 1940, 1960
Date of Renovation	ca. 2006 - 2008
Area	30,000 sf
Location:	Danville, Kentucky
Cost of Renovation	\$ 2,750,000



New HVAC and electrical concealed in ex. construction.



Before



After

White Hall State Historic Shrine

**HVAC, Electrical, Interior Repairs and
Roof Replacement
Richmond, Kentucky**

Commonwealth of Kentucky
Dept of Facility Management
Carroll McGill,
Project Architect
158 New Capitol Annex
Frankfort, Kentucky 40601

FITZSIMONS OFFICE OF ARCHITECTURE, INC.

This project has been completed in several phases. A new HVAC system and new electrical wiring and lighting were installed with minor alterations to the historic fabric. HVAC units were concealed inside furniture to provide the needed comfort and humidity control. The current phase includes the removal and replacement of the metal roof, gutters and downspouts.

AFFIDAVIT

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

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

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

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

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

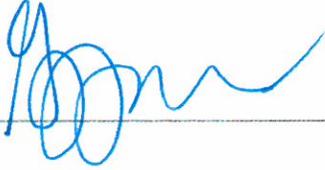
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by
GREG FITZSIMONS on this the 1 day of
DECEMBER, 2014.

My Commission expires: 11/8/2016



NOTARY PUBLIC, STATE AT LARGE
476398



EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Fitzsimons Office of Architecture

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Fitzsimons Office of Architecture Date: 12 / 1 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators		1								1	
Professionals		1								1	
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:		2									2

Prepared by: Gregory Fitzsimons, CAO *Name & Title*

December 1, 2014

**RFQ #52-2014 Architectural and Engineering Services Bell House
Affirmative Action Plan**

FITZSIMONS OFFICE of ARCHITECTURE, INC.

112 West Third St. Lexington, KY 40508-1700

fax 859●226●9283 tel 859●243●0838

Fitzsimons Office of Architecture Affirmative Action Plan includes perusing qualified minorities to ensure that our staff is representative of the available work-force in our community.

STW Consulting Engineers has a female partner/principal Cory Sherrod. As the lead mechanical and plumbing engineer she would be responsible for more than fifty percent of the engineering.


Gregory Fitzsimons AIA
C: file

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 52-2014

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	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 MBE/WBE 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.

Fitzsimons Office of Architecture

Company
12/1/14

Date



By
CAO

Title

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 52-2014

The substituted MBE/WBE 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 MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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.

Fitzsimons Office of Architecture

12/1/14

Company

Date



CAO

Company Representative

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 52-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

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

MBE/WBE 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

(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.

Fitzsimons Office of Architecture

Company _____

12/1/14

Date _____

Company Representative _____

CAO

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. In order to measure that goal LFUCG will track spending with MBE/WBE vendors 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 # 52-2014
Total Contract Amount Awarded to Prime Contractor for this Project Architectural and Engineering Services for Bell House

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.

Fitzsimons Office of Architecture
Company
12/1/14
Date

[Signature]
Company Representative
CAO
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 52-2014

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.
Architect with extensive historic experience is required, Fitzsimons
Mechanical, plumbing and electrical engineering will have limited participation
but also requires extensive historic experience. STW Engineers, Cory Sharrard
would be the prime engineer for the MEP.
Structural engineer will be Mohammad Sheraji with Pyramid Engineering.

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

Fitzsimons Office of Architecture
Company

12/1/14

Date


Company Representative

CAO

Title

Firm Submitting Proposal: Fitzsimons Office of Architecture

Complete Address: 112 West Third Street Lexington KY 40508-1700
Street City Zip

Contact Name: Gregory Fitzsimons Title: CAO

Telephone Number: 243-08838 Fax Number: 226-9283

Email address: gftzsimons@foarch.com

GENERAL PROVISIONS

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

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

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

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal. Note that this additional information is still subject to the 15 page limit described in Section 1 of the RFP.
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.



Signature

12/1/14

Date



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#RFP 52-2014**

Date: November 24, 2014

Address inquiries to:
Sondra Stone
(859) 258-3320

Subject: Architectural and Engineering Services for Bell House

TO ALL PROSPECTIVE SUBMITTERS:

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

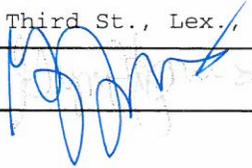
- 1) Pre-bid sign-in sheet is attached.
- 2) The Carriage House is not included in this RFP.
- 3) Local employment is considered inside of Fayette County. There is no target goal for the project.
- 4) Schematic floor plans in electronic format (AutoCAD) will be made available to selected Consultant. Consultant will be responsible for verifying all dimensions.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Fitzsimons Office of Architecture, Inc.

ADDRESS: 112 West Third St., Lex., KY

SIGNATURE OF BIDDER: 

FITZSIMONS OFFICE of ARCHITECTURE, INC.

112 West Third St. Lexington, KY 40508-1700

fax 859-226-9283

tel 859-243-0838



Martin Luther King

Ohio/Chestnut Street

Grosvenor Ave



Bell Court