



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #16-2024 Design Services for Dunbar Community Center Maintenance and Improvements Project** 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 **April 3, 2024**. 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Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.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.

Pre-proposal meeting is scheduled for March 20, 2024, 1:00 pm, at 545 N Upper 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 pts
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25 pts
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15 pts
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 pts
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 pts
6. Fees 30 pts

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.

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

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

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

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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 PROCUREMENT
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 Procurement
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 Procurement (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 Procurement 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 Procurement
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 Procurement):

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 Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.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@nwvoc.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 Procurement 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 Procurement 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 Procurement/ 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 Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Date

Company Representative

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	\$100K
Professional (E&O) Liability	\$2 million per claim
Excess/Umbrella 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. 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.
- d. 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.



LEXINGTON

REQUEST FOR PROPOSALS

FOR:

**Dunbar Community Center -
Maintenance & Improvements Project**

**Professional Services
(A/E Design Consultant)**

RFP# 16-2024

Department of General Services

Division of Facilities & Fleet Management

Capital Project Management

March 2024

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1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking a proposal from consultants who are expertly qualified in the performance of professional design services relating to building improvements and renovation projects.

The purpose of these services is to assess the current conditions, review the existing drawings, and perform full architectural and engineering services to provide renovated interior spaces throughout the 1st floor level of the building. Currently, there is a federally funded (ARPA – American Rescue Plan Act) Project occurring at the facility to replace the entire roof system and provide new ADA-compliant restroom facilities at all (3) floor levels. This new project will utilize LFUCG general funds to continue the interior improvements outlined in Section 1.2. Architectural and engineering services shall include all incidental design services to carry out the design intent of the project as outlined.

The **Dunbar Community Center** is located at **545 N Upper Street – Lexington, KY 40508**

The Project shall consist of Two Stages:

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

1.1 - PROJECT NARRATIVE

The Dunbar Community Center was built in 1922 and opened in 1923 as Dunbar High School. The school closed in 1972 and was converted to a community center and offices for LFUCG Parks & Recreation in 1978 to serve the community. The building is three-stories with a partial crawl space, totaling approximately 34,620sf. There is a main gymnasium and bleachers, with supporting restrooms, locker rooms and storage. The facility also includes a kitchen, classrooms, exercise rooms, computer lab and offices for Parks & Recreation personnel on the 2nd and 3rd floor levels. These upper 2nd and 3rd floor levels have locked access control from the public monitored by the staff.

Many of the building interior elements and materials have reached the end of their lifecycle. With daily use, many of the flooring surfaces, paint, lighting, furniture, ceilings, plumbing fixtures, gymnasium bleachers and finishes need to be refreshed or replaced. The project may require some phased construction and limited portions of the work to be separated as alternates for bidding. The Dunbar Community Center shall remain in operation throughout construction and is occupied nearly 7 days/week. Design meetings with both LFUCG Capital Project Management and stakeholders with LFUCG Parks & Recreation will be held to finalize the scope.

The consultant shall be responsible for reviewing all attachments, project criteria, and gathering the necessary information to make expert-based recommendations to the Owner. Recommendations shall include at a minimum; comparisons of probable costs, product lifecycles, and maintenance requirements. As necessary, any phased work shall be shown on any final design documents for scheduling intent.

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.

1.2 - PROGRAM & TECHNICAL REQUIREMENTS

The Dunbar Community Center – Maintenance & Improvements Project will consist of replacement of the remaining existing men's and women's restrooms on the 1st floor level of the facility. Additional interior maintenance and renovation improvements will include the outlined priority scope shown below.

Consultants shall collaborate with the various LFUCG Departments and end users, including Capital Project Management, Parks & Recreation, Facilities Maintenance, and IT to ensure all required scope elements are met. The existing parking lot for the campus shall suffice for the required parking on site and accessible routes to the facility entrance. It shall also serve as the eventual construction parking and lay-down areas.

Interior maintenance and improvements shall include the following, but not limited to:

- **1st Floor Rear Men's & Women's Existing Restrooms:**
 - full replacement with new ADA-compliant restrooms
- **1st Floor Common Areas:**
 - all new flooring materials / vinyl or wood wall base / wall prep / painting / ceilings / ceiling systems / acoustical material / LED lighting / signage / seating / check-in desk / display areas / wall graphics
 - considerations for new interior window/door openings / new doors / door hardware
- **1st Floor Dunbar Historical Classroom:**
 - new flooring material / wall base / painting / lighting / lockable display cabinets and cases
 - conference & lounge furniture / lockable storage or new storage closet
 - digital display (TV) of the Dunbar school's history – work with the advisory board and consultant to display the digitize historic materials and information in various forms of digital and print form
- **1st Floor Fitness Exercise Rooms:**
 - new rubberized flooring / LED lighting / ceiling fans / acoustics
 - new exercise equipment / coordinated with staff/patrons/TR
- **1st Floor E-Sports Room:**
 - new finishes including flooring / painting / lighting / lockable storage / acoustical treatments.
 - new electrical, data and network upgrades / coordination with LFUCG IT & CPM
- **Gymnasium:**
 - new vinyl gym floor cover mats with motorized winder mobile storage rack
 - replace vinyl wall pads at each end
 - evaluate existing non-motorized operable wood bleachers for replacement consideration with new motorized telescopic bleachers or repair of existing
- **Concessions Room:**
 - electrical upgrades for additional and larger capacity equipment
 - addition of a hand wash sink to meet Fayette County Health Department standards

Additional Notes:

- Consultants shall coordinate with Owner for LFUCG standards. Owner will provide consultant with all available LFUCG standards as necessary, including IT/data, locks/keying/door hardware, toilet accessories, carpet and floor/wall tile standards, security cameras, lighting, etc.
- Consultant shall coordinate all colors and finishes with the Owner including LFUCG CPM, Parks & Recreation and Public Information Office (signage/graphic standards). Sample boards for interior and exterior finishes shall be submitted and reviewed with the Owner for approval.
- All interior finish materials should be long lasting, durable, and easily maintained.
- LFUCG will provide and perform all required abatement testing prior to construction beginning on the project through our in-house and third-party abatement consulting services. All abatement demolition work and scheduling will be coordinated with the design consultant and all abatement removal performed prior to construction commencing. Third-party air quality testing will confirm all areas.

The consultant shall provide continual coordination with the owner and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. A preliminary program of spaces has been outlined above, but the consultant shall be responsible to update and finalize the Program of Spaces as necessary with Owner approval. The consultant shall prepare alternates at the Owner's request, or as recommended by the consultant and approved by the Owner.

1.3 - 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 if requested by LFUCG CPM.
- 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 (2) 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.

1.3a - STAGE 1: Design Stage

The design stage of the project shall include all phases of design as outlined below. 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. Minimum requirements for each design phase are listed below. However, it is the Consultant's responsibility to communicate the design intent and full scope of work. Content established in the minimum requirements may be shown or indicated where the content is best communicated. The consultant shall be responsible for determining additional content as necessary to complete the full design intent based on the Owner's Project Requirements. The scope of this project will include full professional services for new construction and site development. The consultant shall seek continual input from the Owner throughout each phase of the project.

Phase 1: Schematic Design - Schematic Design Documents 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. Continual input from the Owner shall be actively sought throughout the schematic design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Preliminary Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized with unit costs. If the consultants Preliminary Estimate of Probable Construction Cost is over an Owner provided construction budget, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

☐ **Schematic Design Narrative & Documentation**

Written documentation and justification of proposed major building systems. Identify each major building system where applicable (HVAC systems, building envelope, electrical, plumbing, etc.). Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used. Specify to what degree, if any, that system commissioning will be required for the project and advise Owner on procurement options.

☐ **Schematic Design Drawings** (include at a minimum):

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, 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, and owner name & contact information.
- Site Plan: Incorporate Boundary and Topographic Survey Data, Preliminary Grading Plan, and Utility Plan showing anticipated proposed tie-in locations where applicable.
- Floor Plans: Room descriptions and square footages of each space, plumbing fixtures, all major MEP components applicable to the scope of work at the schematic level, line diagrams as necessary, and overall dimensions.
- Elevations/Roof Plans: Exterior elevation and roof plan drawings sufficient to describe the general layout and character of proposed new construction and/or major renovation. All major construction materials and/or components shall be identified on drawings. All major building elevations shall be required for new building construction.

Schematic Design Deliverables:

(2) Full hardcopy sets, 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. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final schematic design submission.

The Consultant shall not proceed with the 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 with the next phase of work 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.

Phase 2: Design Development

The Design Development Documents 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 and aesthetic of the building envelope improvements shall be fully communicated within the Design Development Submission. Continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. See below for minimum Design Development Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

☐ **Outline Specification**

Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems, and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

☐ **Design Development Drawings (include at a minimum):**

- Site Plans: Key plan, property lines, building footprint, parking & paving, exterior steps & ramps, sidewalks, fencing. Identify locations of materials (asphalt, concrete, pavers, lawn, etc.), storm water management, spot grades at all entrances & new building corners, grades (at drives, sidewalks, & parking), location of all necessary utilities (power, water, sewer, communication, etc.), and datum points for locating/ placing new construction.
- Structural Plans: Key plan, layout of floor & roof framing plans showing major structural components including sizes/ weights, descriptions of floor deck & concrete systems, locations of retaining walls or non-standard foundations and/or framing systems, bearing height of structural elements, finish floor elevations, proposed bottom of footing

elevations, location dimensions for all major structural elements/ dimensional tie-ins to architectural plans, narrative describing structural systems for all footings, foundations, floors, roof, and/or modifications.

- Architectural Plans: Key plan, Show all major plan elements where applicable (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door numbers, Overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, continuous string of dimensions (minimum of one longitudinally & one laterally) through the building or space that equals the overall dimensions, ceilings (show grid with lighting & HVAC, ceiling heights, changes in ceiling elevations, note materials, show all ceiling mounted items), callouts for building elevations & sections, door & window tags, roofing elements (locate: roof drains, gutters, downspouts, overflows, taper insulation, roof slopes, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc.), preliminary finish schedule (floors, walls, and ceilings).
- Elevations: Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, roof pitch, note all materials & show material extent. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment. Dash & label all required clearances.
- Building Sections: Show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, ceilings, soffits, insulation, finish grade, etc.), roof slope, wall section call outs. Provide minimum of two major building sections (one longitudinally & one laterally).
- Plumbing: Key plan with legend, preliminary plumbing fixture schedule & equipment schedules for all plumbing equipment (provide makes & model, if available), locate all plumbing fixtures & equipment, locate main water line and include sizing, locate main sewer/ vent lines and include sizing, locate roof drain lines and include sizing. Identify where water, sewer and storm enter/ exit the site/ facility.
- Mechanical: Key plan with legend, preliminary equipment schedules with sizes and quantities from basis of design (provide make & model, if known), locate all major HVAC equipment. Provide at a minimum, single line diagram of ducts and pipes sufficient to show zone locations including preliminary sizing for all ductwork mains and piping system main lines on plan view. Locate roof top equipment, fans, HVAC, etc. Ensure all roof top equipment locations allow for proper clearances in relation to parapet walls, exhaust vents, intake louvers, etc. Confirm proper existing and/or new structure with equipment weight & vibrations. Coordinate & allow for proper equipment curbs, roof repairs, and proper flashing. Coordinate locations of all ground equipment, clearances, concrete pads, in-take locations, screen walls / enclosures, etc.
- Electrical: Key plan with legend, power plan with legend showing locations of main and distribution panel boards/ outlets along with service entrance and transformer locations, and emergency power systems (generators/ misc. systems). Lighting plan with legend showing the location of lighting, fixture type, controls, dimming systems, exit lighting, and emergency egress lighting. Preliminary fixture schedule showing all fixture types with basis design identified (manufacturer and model if known). Communications plan with legend showing location of fire alarm pull stations (if applicable), data outlets, phone outlets, etc. Site utility service connections & details, technology documents showing cable tray, outlet locations, main technology closets and outlet details.

☐ **3D Images/ Samples:**

Provide color 3D images of any proposed new major interior areas. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building elements. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample board of all major materials.

Design Development Deliverables:

(2) Full hardcopy sets, 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. Only one material sample board is required at 98% submission unless updates are necessary. If updates are necessary, an updated material sample board may be resubmitted at final completion of the phase. 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. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final design development submission.

The Consultant shall not proceed with the 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 with the next phase of work 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.

Phase 3: Construction Documents

The Construction Documents 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. Continual input from the Owner shall be actively sought throughout the Construction Document process. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Procurement. LFUCG Front End Documents, Parts I through VIII will be completed by LFUCG Division of Procurement 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. 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. See below for minimum Construction Documents Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Independent Third Party Estimate of Construction Cost:**

The consultant shall engage with a professional third-party commercial estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved

construction cost from a previous phase, the consultant shall work with the third-party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget. Design Consultant to include all fees in their proposal to include this team member along with any and all subconsultants.

☐ **Project Manual**

Specifications shall include all major building, site, and project components/ systems per division of work specific to the project. Consultant shall provide all necessary Divisions (Divisions 01 through 33). 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. LFUCG's Central Purchasing will provide LFUCG Front End Documents to be inserted into the Project Manual before advertising for bids. 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.

☐ **Construction Document Drawings (include at a minimum):**

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, 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.
- Civil: Site layout plans and details including property lines, buildings/ structures, curb cuts, parking & paving, exterior steps & ramps, sidewalks, fencing, curbs, locations of materials (asphalt, concrete, pavers, lawn, etc.), dumpster location & pad/enclosure details, site signage, miscellaneous details (light bases, bollards, curbs, etc.), and all other site improvements. Landscaping plans and details as required by code, ordinances, and/or other required regulations. Site grading plans and details with spot grades at all entrances & new building corners. Include datum points for locating/ placing new construction (coordinate with architectural). Storm water management, sediment and erosion control plan & details. Site profiles and sections. Utility plans, details, and profiles indicating locations of all utilities, tie-ins, etc. (power, water, sewer, communication, etc.). Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc.
- Structural: Structural comments sheet with all code and design basis noting all design parameters, abbreviations, legends, etc. Dimensioned foundation plans with slab notes and details. Dimensioned layout of floor & roof framing plans showing structural components including sizes/ weights. Note all openings, jointing, and edge conditions. Include bearing height of structural elements, finish floor elevations, footing elevations, and location dimensions for all major structural elements/ dimensional tie-ins to architectural plans. Provide sections and details to show all typical and unique foundation and framing conditions. Complete all foundation, column, beam, and lintel schedules and details to convey full scope of work. Include key plan, tags, call outs, etc.
- Architectural Plans: Show all major plan elements (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior

frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door and window tags/numbers, partition tags, legends, overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, dimension all interior partitions and openings, provide continuous string of dimensions, and key notes to convey full scope of work. Life safety plan to show all exists with actual load and capacity (verify that minimum egress requirements are met), show egress paths per code lengths, verify stair/ ramp/ railing requirements per code, verify wall ratings per code, review plan for handicapped access. Reflected Ceilings to be coordinate with MEP and structural. Show grid with lighting, HVAC, ceiling heights, changes in ceiling elevations, note materials, access panels, and all other ceiling mounted items). Roof Plans and details shall be coordinate with MEP and structural. Locate roof drains, gutters, downspouts, overflows, taper insulation, roof slopes, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc. Indicate R-value, and identify minimum roof insulation at low points. Finish plans to indicate locations and extents of finish materials, material transitions and locations, room names/ numbers, and casework locations. Provide furniture layout to be coordinated with MEP (electrical and data locations to be allow for flexibility in furniture arrangement. Enlarged plans to include kitchen, restrooms, stairs, display areas, etc. Architectural Plans to include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc. Coordinate with Civil, Structural, and MEP.

- Building Elevations: Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, flashing, gutters, downspouts, trims, and roof pitch. Note all materials & show material extents and transitions. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment, display areas, and restroom plumbing walls (where heights, arrangements, and finishes need clarification). Dash & label all required clearances. Provide complete notation, call outs, and coordination.
- Sections: Building Sections to show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, canopies, ceilings, soffits, insulation, finish grade, etc.). Indicate roof slope, and show wall section call outs. Provide minimum of two complete major building sections (one longitudinally & one laterally). Show additional sections as required to convey full scope of work. Show call outs for wall sections were applicable. Provide wall sections for typical conditions, and at all unique conditions (material and construction type transitions, canopy locations, major entrances, etc.). Note all materials and construction, and provide call outs for larger details. Provide larger details for all areas not conveyed at smaller scales. Show material transitions, and terminations. Show flashing, sealant, and other water proofing details. Provide complete notation, call outs, and coordination.
- Doors & Windows: Dimension all doors, door frames, and windows, show elevations and jamb/sill heights, schedule and/ or note all materials/ material types, show swing directions, and coordinate hardware. Show head, jamb, and sill details for all openings. Coordinate with structural, interior finishes, and window treatments (blinds, shades, tints, etc.). Schedule all doors and windows. Door schedule to include: Door number, door size, door material, glass type, door elevation reference, frame material, frame type reference, fire rating, head reference, jamb reference, sill reference, hardware set number (coordinate with specification – hardware specification to include ANSI hardware function.)
- Plumbing: Completed plumbing systems foundation drain lines, storm, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. Size all piping including valves, on plan

view. Include riser diagrams and details for all systems. Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design. For areas of concentrated equipment, provide enlarged plans for both plan and section views. Indicate the design intent for fire protection system desired, and special equipment (i.e., fire pumps, holding tanks) as necessary and where applicable for the project. Include key plan, legends, tags, call outs, etc.

- Mechanical: HVAC plans showing completed systems with size and type of heating and cooling units. Show all connections, pumps, supply and return lines with sizes, valves and slopes, motors, air-handling equipment, and fans. Including types, locations, sizes and capacity of all ducts, grilles and ventilator. Provide plans showing ductwork, piping, and mechanical devices with sizes. Note sound/vibration attenuation measures. Show locations of fire dampers, balance dampers, access panels, and housekeeping pads sized and located on plans. Show completed equipment schedules including makes, models, fan RPM speed, etc., for all systems. For areas of concentrated equipment, provide enlarged plans and section views. Show all piping sized including valves on plan view. Include riser diagrams and details for all systems. Complete control schematic diagram with terminations which correlate with the sequence of operation in the specification. Consultant to advise Owner of equipment and components that affect the building's aesthetic, and/or is in direct view from an exterior pedestrian perspective. Include key plan, legends, tags, call outs, etc.
- Electrical: Use standard symbols to show all connections; inside and outside, wall, floor, and ceiling. Show locations and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, special outlets, etc. Electrical light fixture schedule with makes and models to adequately show the basis of design. Lighting control details and risers. One-line diagrams showing all panel sizes, conduit requirements and wire sizes. Panel schedules for all new, renovated and existing panels. Plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices (if applicable) and equipment, emergency power systems, etc. Show mechanical equipment connection schedule. For areas of concentrated equipment, provide enlarged plans and section views. Coordinate technology with LFUCG. Show detailed rack systems for T/D, video/TV, sound, security, intercom, CCTV and wireless outlet systems. Provide completed equipment schedules including makes and models for all systems. Provide riser diagrams for all systems. Show incoming service connection details, completed site utility service connections and detail, power plan with legend showing locations of main and distribution panel boards and outlets. Provide lighting plan with legend showing location of lighting, controls, exit lighting, and emergency egress lighting. Provide communications plan, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, etc. Provide completed power, lighting and communication equipment schedules. Include key plan, legends, tags, call outs, etc.

☐ **3D Images/ Samples:**

Provide color 3D images of any proposed new major interior areas. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building elements. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample board of all major materials.

Construction Document Deliverables:

(2) Full hardcopy sets, 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.

The Consultant shall not proceed with the 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 with the next phase of work 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.

The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Procurement for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission.

Phase 4: 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 Procurement during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions form 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 Procurement. The Bid Opening will also be conducted through the Division of Procurement. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids, and providing a written recommendation to the LFUCG Project Manager.

Bid Phase Deliverables:

(1) Hardcopy and (1) digital written recommendation on company letterhead.

1.3b - 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.

Phase 1: 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. 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, Closeout Documents, and all other correspondence. 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 format.

☐ **Close Out:**

Consultant shall generate a Project Closeout 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.

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 Closeout List within (5) days after Final Completion.

Phase 2: 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.

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.

1.4 - 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.

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

COMPENSATION

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

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for the Dunbar Community Center – Maintenance & Improvements Project
Request for Proposal # 16-2024
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

- 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	Name
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Title	Date
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ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024, 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 **Dunbar Community Center – Maintenance & Improvements Project** as contemplated in the **OWNER's** Request for Proposal No. #16-2024. 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. #46-2022.

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. 16-2024. (**Exhibit "A"**), and Consultant's Response dated _____ (**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. 16-2024. (**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. 16-2024 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. 16-2024 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

Dunbar Community Center - Improvements Project

Task	Duration		Start	Finish
Pre-RFP Scope Review Kick-Off Meeting	1	Day	2/8/2024	2/8/2024
Design Consultant RFP	81	Days	2/12/2024	5/3/2024
RFP Development	14	Days	2/12/2024	3/4/2024
Advertise RFP	28	Days	3/6/2024	4/3/2024
RFP - Responses Due	1	Day	4/3/2024	4/3/2024
RFP Evaluation and A/E Recommendation	8	Days	4/4/2024	4/12/2024
Approved in Legistar Date	1	Days	4/15/2024	4/15/2024
Council WS	1	Day	4/23/2024	4/23/2024
Council 1st Reading (DOUBLE READING)	1	Day	4/25/2024	4/25/2024
N.T.P. & P.O.	7	Days	4/26/2024	5/3/2024
Design Phase	129	Days	5/13/2024	9/19/2024
Documentation & Schematic Design Phase	29	Days	5/13/2024	6/11/2024
Schematic Design Due	1	Days	6/12/2024	6/12/2024
Owner Review & Comments	5	Days	6/13/2024	6/18/2024
Schematic Design Final Deliverables Due	1	Days	6/19/2024	6/19/2024
Design Development Phase	29	Days	6/24/2024	7/23/2024
Design Development Due	1	Days	7/24/2024	7/24/2024
Owner Review & Comments	5	Days	7/25/2024	7/30/2024
Final Design Development Deliverables Due	1	Days	7/31/2024	7/31/2024
Construction Document Phase	29	Days	8/5/2024	9/3/2024
Construction Document 98% Submission	1	Day	9/4/2024	9/4/2024
Owner Review & Comments	5	Days	9/5/2024	9/10/2024
Owner's Construction Documents' Comments Incorporated	7	Days	9/11/2024	9/18/2024
100% Construction Documents Ready to Advertise Submission	1	Day	9/19/2024	9/19/2024
Advertisement & Award	75	Days	9/20/2024	12/4/2024
Compile Bid Documents	1	Day	9/20/2024	9/20/2024
Advertise for Bids	30	Days	9/23/2024	10/23/2024
Pre-Bid Meeting	1	Day	9/30/2024	9/30/2024
Bids Due	1	Day	10/23/2024	10/23/2024
Bid Review & Selection	14	Days	10/23/2024	11/6/2024
Approved in Legistar Date	1	Day	11/8/2024	11/8/2024
Council WS	1	Day	11/19/2024	11/19/2024
Council 1st Reading (DOUBLE READING)	1	Day	11/21/2024	11/21/2024
Construction Contract Execution/ P.O. (Anticipated)	12	Days	11/22/2024	12/4/2024
Anticipated Construction	289	Days	12/16/2024	10/1/2025
Pre-Construction Meeting (N.T.P.)	1	Day	12/16/2024	12/16/2024
Construction	275	Days	12/16/2024	9/17/2025
Substantial Completion	1	Day	9/17/2025	9/17/2025
Close Out	14	Days	9/17/2025	10/1/2025
Final Completion	1	Day	10/1/2025	10/1/2025

ATTACHMENT 'D'

