

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of 7th May, 2015 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and ELEMENT DESIGN (CONSULTANT). OWNER intends to proceed with engineering and design services as described in the attached Request for Proposal document. The services are to include complete engineering and design services for the Idle Hour Park Improvements project which will include expansion of the current St. Ann Drive parking lot, addition on one walking trail, plumbing plans for additional drinking fountains, picnic shelter grading plan, and the addition of a concrete pad for a mobile storage unit as contemplated in the OWNER's Request for Proposal No. 11-2015. 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. 11-2015.

CONSULTANT shall provide professional consulting services for OWNER in all phases of the Project to which this Agreement applies, 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. 11-2015 (Exhibit "A") and Consultant's Response dated April 14, 2015 (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. 11-2015 (Exhibit "A").

After written authorization to proceed with Phase A Schematic Design Phase, CONSULTANT shall:

1. Notify the OWNER in writing of its authorized representative who shall act as Project architect and liaison representative between the CONSULTANT and the OWNER.



2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare Phase A schematic design documents consisting of design criteria, preliminary drawings, outline specifications, 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 10 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. 11-2015 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 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" is 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 his 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. Time is of the essence. See Exhibit "A" (attached) for the project 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 30 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 six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible 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.

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. The negotiated cost of services is represented below.

Provide a Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

<u>Phase A Cost (Total Cost of Services Below)</u>	<u>\$ 14,000.00</u>
Geotechnical Survey Allowance:	\$ <u>10,000.00</u>
Schematic Design:	\$ <u>4,000.00</u>

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

<u>Phase B (Design Development) Cost</u>	<u>\$ 3,200.00</u>
<u>Phase C (Construction Documents) Cost</u>	<u>\$ 7,000.00</u>
<u>Phase D Cost (Total Cost of Services Below)</u>	<u>\$ 8,800.00</u>
Bidding Assistance:	\$ <u>1,600.00</u>
Construction Administration:	\$ <u>6,000.00</u>
Punch List, Inspections, & Close Out:	\$ <u>1,200.00</u>

5.1.2 For Additional Services.

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

Unit Pricing

LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
Principal of Firm/Professional	<u>\$125 / HR</u>
Project Engineer/Landscape Architect (other than principal)	<u>\$100 / HR</u>
Sr. Project Manager (or Landscape Architect in Training)	<u>\$ 75 / HR</u>
Geotechnical Engineer	<u>\$130 / HR</u>

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

Add Alternates

OWNER reserves the right to accept or reject any add alternates to the lump sum base bid.

- A. Provide complete pricing to make application for a Conditional Letter of Map Revision (CLOMR) if it is deemed necessary for this project.

\$ 6,000.00

- B. Provide complete pricing to make a request a Letter of Map Revision (LOMR) if it is deemed necessary for this project.

\$12,000.00

5.2. Times of Payment.

5.2.1. **CONSULTANT** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **CONSULTANT'S** monthly statements within thirty (30) days of receipt.

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 the ten (10) day period.

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 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 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.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and his 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 or 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, 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 he 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 **CONSULTANTS** and his 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. Resident Services During Construction.

The **OWNER** reserves the right to furnish a Resident Project Inspector.

6.10. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 11-2015 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 LFUCG 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:



Mayor JIM GRAY

LFUCG

CONSULTANT:



Ramma Fry

Clement Design

1. The first part of the document
 2. discusses the importance of
 3. maintaining accurate records
 4. for all transactions.
 5. This is essential for
 6. ensuring the integrity of
 7. the financial statements.
 8. The second part of the
 9. document outlines the
 10. procedures for auditing
 11. the records and ensuring
 12. that they are free from
 13. errors and fraud.



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#11-2015 Design Services for Idle Hour Park Improvements** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **April 14, 2015**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #11-2015 Design Services for Idle Hour Park Improvements

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge. Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

A pre-RFP conference will be held Wednesday, March 25, 2015, 12:30 pm, 200 E Main St, 3rd Floor Purchasing Conference Room, Lexington, KY.

EXHIBIT A

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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 City 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.

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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

Cost proposal	15%
Demonstrated specialized, experienced, and technical competence of the person or firm with the type of service required	20%
Demonstrated current capacity of the person or firm to perform the work, including any specialized services, within the time limitations	15%
Past work on contracts with the Urban County Government or other governmental agencies	10%
Demonstrated past record and performance with respect to cost control, quality of work, and ability to meet schedules	15%
Demonstrated understanding of project objectives	15%
Degree of local employment to be provided by the person or firm in the performance of the contract	10%

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 Economic Engine at:
<https://fucg.economicengine.com>**

Or submitted to:

Sondra Stone
Division of Central Purchasing
ssone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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: _____

Date: ____/____/____

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

Prepared by: _____

Name & Title

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises 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 MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
mclark@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) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

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 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 to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm 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 in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms 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 participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvcky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
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@nwbooc.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	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
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 subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

(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. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

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 business enterprises on the project and can supply the appropriate documentation.

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant 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 Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) 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.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

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

CONSULTANT 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 or services hereunder by CONSULTANT. 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
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

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. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- e. 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.
- f. 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 CONSULTANT'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. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

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

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865

Design Services for Idle Hour Park Improvements (revised 3/2015)

Request for Proposal No. 11-2015

Scope of Work

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from qualified firms to provide complete engineering and design services for improvements to the Idle Hour Park located at 212 St. Ann Drive. Improvements will include expansion of the current St. Ann Drive parking lot, addition of one walking trail, plumbing plans for additional drinking fountains, a picnic shelter grading plan, and the addition of a concrete pad for a mobile storage unit. Additionally, a structural analysis of the existing culvert at the St. Ann Drive entrance is included in this scope of work.

1. Project Summary Narrative

Idle Hour Park is a 23.8 acres park located at 212 St. Ann Drive. Historically, the park offered baseball fields, a basketball court, a football/soccer field, a playground, restrooms, tennis courts, and a shelter. The decision to use a portion of the park as the location for the new Senior Citizen Center has caused some of the park features to be rearranged. Parks and Recreation staff has developed a Master Plan of park improvements; see Exhibit A. Exhibit B provides an aerial view of the Idle Hour Park. Time is of the essence on this project; the Project Timeline is shown in Exhibit C.

The design process will be collaborative. Input from the Parks and Recreation staff and General Services staff will be part of the design process. General Services staff will manage the project.

Complete construction plans and specifications are required in this scope of work. In addition to providing complete design/engineering services and construction administration services for each park improvement, a detailed cost estimate is also required as part of this scope of work. Refer to Phases A through D which follows for a complete list of deliverables.

2. Project Scope Detail

- a. Structural analysis of the existing culvert at the St. Ann Drive entrance to park.
 - i. A Level 1 report only is required.
- b. All engineering and design, as well as Construction Administration services are included in the following scope items.
 - i. Design of the St. Ann parking lot extension and turn around
 - 1. Due to the proximity of existing streams to this parking lot extension and the trail described below, stream bank stabilization is likely to be necessary. Stream stabilization is included in this scope of work and must be accounted for in the proposal.
 - 2. Inclusion of vegetative BMP's for storm water treatment is also required in this scope.
 - ii. Walking trail
 - 1. This trail will start at the current terminus of St. Ann Parking lot and will extend along the north side of the extended parking to the turn around.
 - iii. Plumbing plans for additional three drinking fountains
 - iv. Grading plans for future picnic shelter
 - v. Siting and design of concrete pad suitable for a modular pod storage unit
- c. Post construction site survey

3. General Requirements

a. Public Meetings

- i. The Consultant may be required to attend one public meeting during this project.
- ii. Other meetings will be held as deemed necessary by the Owner.

b. Council Presentations

- i. The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.

4. Surveys

a. Site Survey

- i. A recent site survey of the park is available for review and is included as **Attachment A**. The Consultant will be responsible for verifying site dimensions on the proposed site. Any preliminary dimensions provided by the Owner shall not be utilized by the Consultant in the final design.

b. Geotechnical Survey

- i. Two geotechnical surveys are available for review and are included as **Attachment B**. The Consultant will overlay the geotechnical survey results onto the Master Plan to determine the extent of additional geotechnical study needed. The Consultant will furnish the services of a qualified geotechnical engineer as needed to fulfill the scope of this project. Written reports and appropriate recommendations shall be furnished by the geotechnical engineers. This additional geotechnical work will be paid from a 'not to exceed' allowance on an 'as needed' basis.

c. Environmental Survey

- i. A Phase I Environmental Site Assessment (ESA) has been completed at the Park in the past 18 months. The results of this assessment do not require that a Phase ESA II be performed.

5. Phase A

a. Schematic Design

- i. The Consultant shall prepare the Schematic Design for each scope item with individual cost estimates. The Schematic Design documents shall consist of drawings and other documents including the site plan, preliminary plans, sections, and elevations that show how and what systems are anticipated from all disciplines to include but not limited to Demolition, Civil, Structural, and Plumbing.

b. Phase A Deliverables: (Three hard copies and one electronic copy to be provided as indicated below)

- i. Consultant shall provide Schematic Design drawings in 11"x17" bound format and will include at a minimum:

1. Demolition Plan
2. Site Plan Schematic
3. Site Utility Schematic
4. Grading Plan
5. Drainage Plan
6. Site Layout showing buildings and access roads
7. Plumbing Schematic
8. Phase A outline specifications in 8 ½"x11" bound format
9. Phase A Project Schedule
10. Phase A Cost Estimate prepared by Consultant to ensure alignment with any existing project budget and timeline.
11. Identify and list all regulatory review and permitting requirements
12. Geotechnical survey report and recommendations

- c. 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 Phase B work will be by letter from the Owner after approval of Phase A documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

6. Phase B

a. Design Development

- i. The Consultant shall prepare Design Development documents for the Owner's Approval. The Design Development documents shall illustrate and describe the development of the approved Schematic Design documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of systems to fix and describe the size and character of the Project as to Demolition, Civil, Structural, Plumbing, and such other elements as may be appropriate. The Design Development documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- ii. The Consultant shall provide the Owner with a completed Project Design and supporting documents which effectively address the Owner requirements outlined in Phase A.
- iii. Ongoing and continual input from the Owner shall be actively sought throughout the design process.

b. Phase B Deliverables: (Three hard copies and one electronic copy to be provided as indicated below)

- i. Consultant shall provide Schematic Design drawings in 24"x36" bound format and will include at a minimum:
 1. Demolition Plan
 2. Site Plan
 3. Site Utility Plan
 4. Grading Plan
 5. Drainage Plan
 6. Typical Construction Details
 7. Structural Plans
 8. Plumbing Plans
 9. Revised outline specifications including materials/equipment/fixtures data sheets and other studies, calculations and evaluations as appropriate
 10. Revised Project Schedule
 11. Phase B refined and fine tuned Cost Estimate performed by the Consultant to ensure alignment with any existing project budget and timeline.
- c. 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 Phase C work will be by letter from the Owner after approval of Phase B documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

7. Phase C

a. Construction Documents

- i. The Consultant shall prepare construction documents for the Owner's approval. The construction documents shall illustrate and describe the further development of the approved Design Development documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. These documents must be sufficient for obtaining final construction pricing, and detailed enough to minimize potential future change orders.
- ii. Upon receiving approval, the Consultant will take the construction documents through the Plan Review process in Building Inspection to obtain any required building permits. The Consultant will complete any revisions or additions of information that are deemed necessary as a result of this review.

b. Ready-to-Advertise

- i. Consultant to prepare "ready to advertise" corrected construction documents, including drawings and specifications incorporating comments from the Phase C Final Review.

c. Phase C Deliverables: (Four hard copies and one electronic copy to be provided as indicated below)

- i. Consultant shall provide Construction Drawings in 24"x36" bound format and will include at a minimum:
 1. 100% drawings shall include a cover sheet, original site survey, original geotechnical survey, and all necessary Demolition, Civil,, Structural, Plumbing, and other drawings as necessary to completely describe and detail the project. Review Submittal drawings may be submitted as half-size 11"x17" prints upon approval of the Project Manager.
 2. 100% Specifications submitted on bound 8 ½"x11" double-sided hardcopy.
 3. Phase C Project Schedule
 4. Phase C concrete project cost estimate to be performed by the Consultant to ensure alignment with any existing project budget and timeline.
 5. One set of ready-to-advertise drawings are to be submitted unbound on 24"x36" paper or vellum sheets.
 6. One set of ready-to-advertise unbound specification masters on 8 ½"x11" one-sided paper.
 7. One CD with digital files of all construction documents.

- d. The Consultant shall not proceed with the next Phase of Work until cost estimates and timelines are aligned with the Owner's budget and approved by the Owner. Authorization to commence with Phase D work will be by letter from the Owner after approval of Phase C documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

8. Phase D

a. Bidding/Construction Administration/Punch List/Close Out

i. Bidding

1. The Consultant shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Consultant shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal; if any; and (4) awarding for construction.

ii. Construction Administration

1. The Consultant shall act in the capacity of an agent of the Owner, reviewing submittals, responding to Requests for Information, and overseeing construction to ensure conformity to construction drawings, specifications, and standards.

iii. Punch Lists , Inspections, and Close Out

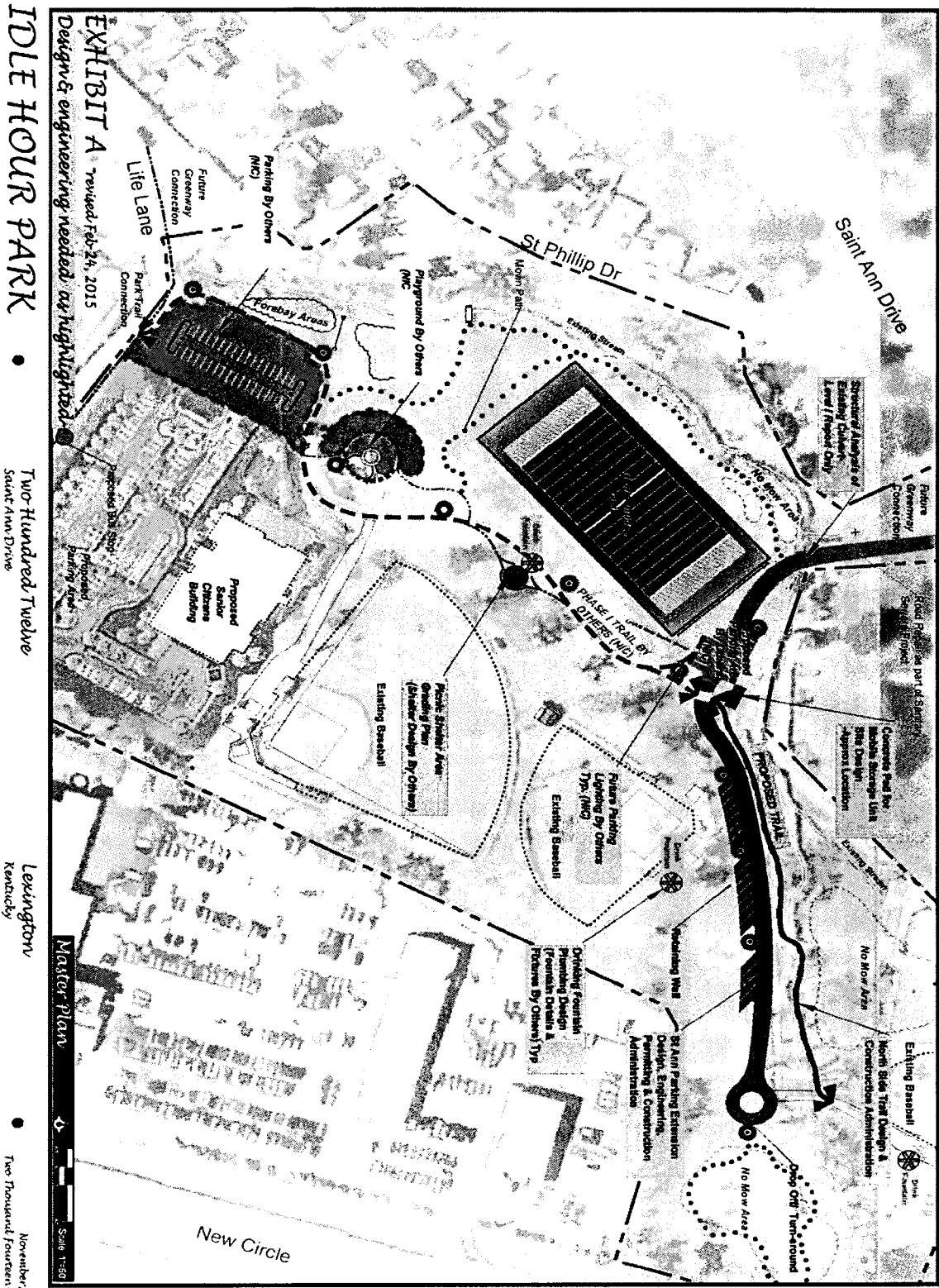
1. To ensure that all construction work is complete, the Consultant shall perform the following steps:
 - a. Ensure that all items are completed in accordance with plans, specifications, and applicable Codes.
 - b. Conduct a punch list walk through with the LFUCG representative to create a formal punch list. The end user may be asked to participate in this process.
 - c. Verify that General Contractor has completed all punch list items.
 - d. Coordinate closure of RFI's and Change Orders; completion of record drawings; transmission of warranties, approved Operations & Maintenance Manuals (O&M's), extra stock, special tools, and spare parts; and provide per the Specifications and other Division 1 General Requirements. This information will be compiled per the Project Close Out requirements.

b. Phase D Deliverables

- i. The Consultant shall provide the Owner with a completed Project that complies with construction design, standards, specifications, strategies, concepts, efficiencies and requirements outlined in Phases A-D above. The Project timeline and budget shall be of the utmost priority throughout Phase D of the Project and shall be strictly adhered to unless otherwise approved by the appropriate LFUCG representative.
- ii. The Consultant will coordinate the distribution of O&M Manuals for all major building systems and equipment.
- iii. The Consultant shall prepare accurate record drawings and specifications that reflect project improvements "as-built" in the field.

- iv. The Consultant shall provide an electronic version (AutoCAD, pdf, etc.) of all project documents including but not limited to construction plans at the conclusion of the Project.

Exhibit A: Master Plan



Idle Hour Park

Two Hundred Twelve
Saint Ann Drive

Lexington
Kentucky

November,
Two Thousand Fourteen

Exhibit B: Project Location Map

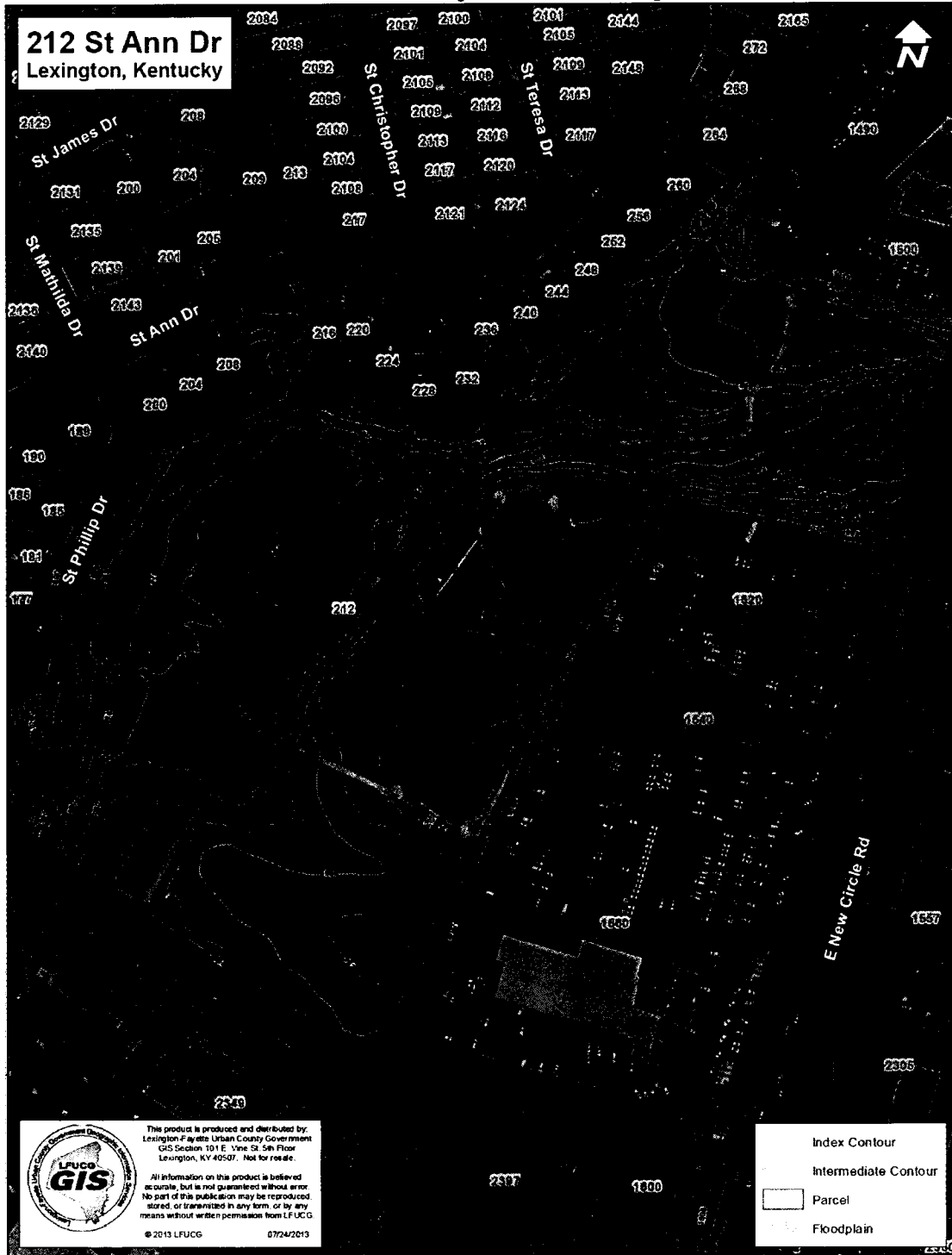


Exhibit C: Timeline

Project Schedule:

The following table identifies milestones and the anticipated schedule.

Milestone/Task	Timing/Duration
Design Charrette	Within 5 days of receipt of purchase order
Phase A Design Deliverables Due	20 days after Design Charrette
Phase A Option Review and Approval	5 days after Deliverables Received
Phase B Deliverables Due	15 days after Approval
Phase B Review and Approval	5 days after Phase B Deliverables Received
Phase C 50% Deliverables Due	7 days after Phase B Approval
Phase C 50% Review and Approval	5 days after Submittal
Phase C 95% Deliverables Due	7 days after Phase C 50% Approval
Phase C 95% Review and Approval	5 days after Submittal
Construction Documents	10 days after Phase C Approval

Days are working days, not calendar days.

Design Services for Idle Hour Park Improvements (revised 3/2015)

Request for Proposal No. 11-2015

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 LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

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

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG. An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written training program and quality control program.
- e. Provide the current number of employees and employee types.

- f. Statement of general firm qualifications and capacity which should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
 - g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on this project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
 - h. Summary of firm's recent (5 year) experience in similar/representative projects including construction costs and references.
 - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - j. Approach to project inclusive of proposed work scope, preliminary design concepts, approach, and related considerations.
 - k. Ability to meet required deadlines including demonstrating the ability to integrate this project into the firm's present workload (provide current and projected staff workload data).
 - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. Proposals will be limited to 20 pages not including the required LFUCG documents. Proposals in excess of 20 pages single-sided pages in length may not be considered.
 4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
 5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal. Included in work plan shall be:
 - a. A check list of what specific deliverables will be provided at each design phase and/or milestone and what discipline in their team will provide that deliverable.
 - b. A specific budget and schedule to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. A team plan on sustainable design.
 - e. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines.
 - f. An explanation of the team Quality Control Program from design through construction administration.

6. Lump Sum Pricing

- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.
- b. Provide Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

<u>Phase A Cost (Total Cost of Services Below)</u>	\$ _____
Geotechnical Survey Allowance:	\$ <u>10,000.00</u>
Schematic Design:	\$ _____

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

<u>Phase B (Design Development) Cost</u>	\$ _____
<u>Phase C (Construction Documents) Cost</u>	\$ _____
<u>Phase D Cost (Total Cost of Services Below)</u>	\$ _____
Bidding Assistance:	\$ _____
Construction Administration:	\$ _____
Punch List, Inspections, & Close Out:	\$ _____

7. Unit Pricing

- a. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

- c. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be _____%

Lexington-Fayette Urban County Government

Request for Proposal # 11-2015

Design Services for Idle Hour Park Improvements

April 14, 2015

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Capacity (Items 2.f,j,k)
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Section 3: Firm Experience (Item 2.h)
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Section 5: Additional Information
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Affirmative Action Plan and Equal Opportunity
Agreement
Work Force Analysis Form
LFUCG MWDBE Participation Form
LFUCG MWDBE Substitution Form
LFUCG MWDBE Quote Summary Form
LFUCG Subcontractor Monthly Payment Form
LFUCG Good Faith Efforts
General Provisions
Conflict of Interest Statement (Item 2.i)
KY Permit and Registration

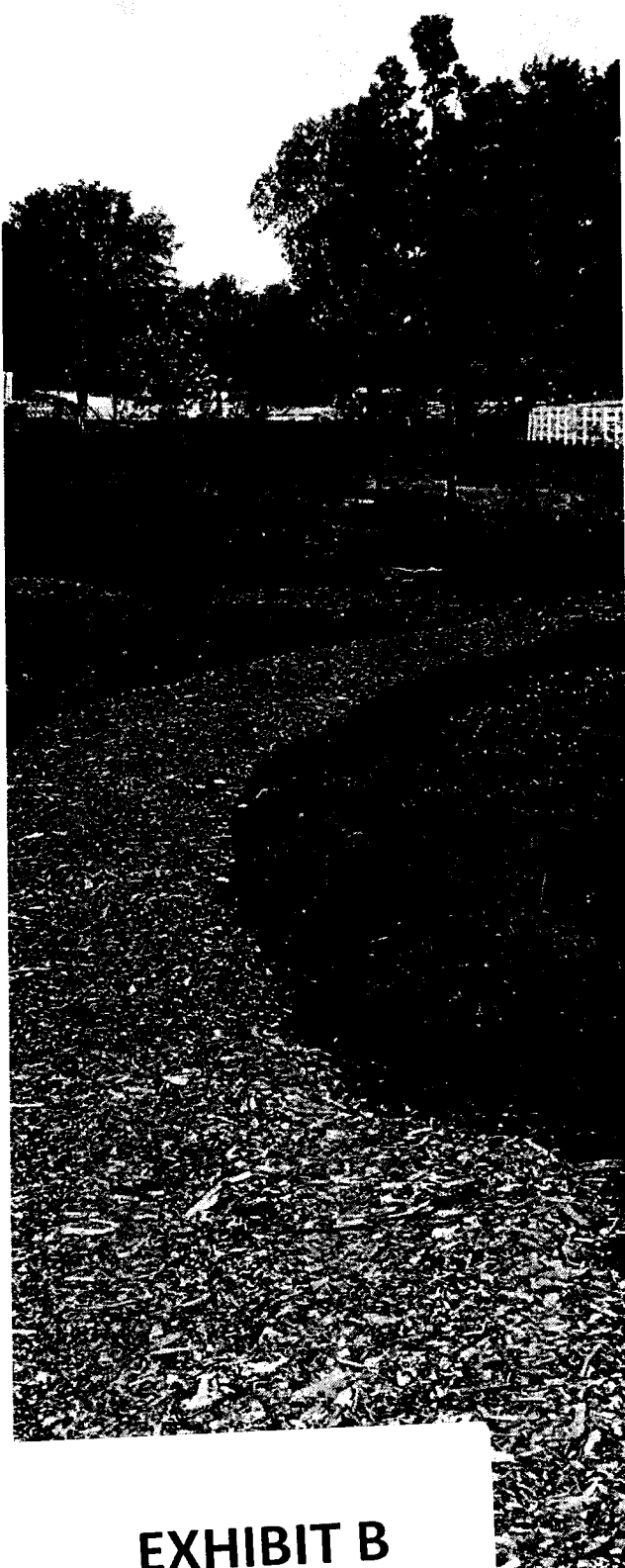
Acknowledgement of Addendum #1 Including:

- Lump Sum Pricing (Item 6)
- Unit Pricing (Item 7)
- Add Alternatives (Item 8)

elementdesign

400 Old Vine Street, Suite 206 - Lexington, Kentucky - 40507
P: 859.389.6533 F: 859.389.6534 www.element-site.com

EXHIBIT B



Todd Slatin, Director
Division of Central Purchasing
Lexington Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Dear Mr. Slatin:

We appreciate the opportunity to submit our Design Services for **the Idle Hour Park Improvements Project**. For this project we have assembled a team of highly qualified professionals to provide the services outlined in your Request for Proposals. At Element Design, we pride ourselves on approaching all projects with professionalism and regard and stewardship for environment, people and special places.

LFUCG Experience

Our design process starts with a thorough investigation of the site and a complete understanding of the scope of your project and its effects on the immediate site and the larger neighborhood. Because we have provided site design and engineering services for the new LFUCG **Senior Center** and are currently working with LFUCG and the Division of Parks on the Idle Hour site, we believe we have the right knowledge of the existing conditions needed to hit the ground running and help bring consensus to the final design for the project elements.

In addition to our current work at the Senior Center, our recent LFUCG design experience includes the **Isaac Murphy Memorial Art Garden** and the ongoing **Gainesway Trail** project. We are familiar with LFUCG design procedures, as well as the necessary permitting through LFUCG agencies, including (but not limited to) **Engineering** and the **Division of Water Quality**. We are also very familiar with the requirements of obtaining the appropriate stream construction permit through the Kentucky **Division of Water**, and have successfully done so already for a portion of the construction of the Senior Center project. In short- we understand the process and what it takes to successfully manage your project.

Park Experience

In addition to our current work for LFUCG, other recent park experience includes multiple projects for the **City of Hopkinsville**, involving the development of over \$1.5M in park improvements for six inner city parks in downtown Hopkinsville. This work included trail development, recreation courts, park shelters, parking areas, signage, lighting, site improvements and the development of a pedestrian bridge over the Little River. Funding for the project was made available through Community Development Block Grant and involved careful coordination with local stakeholders and public agencies. The projects were successfully bid and constructed and have recently opened to the public.

Our design for the **Rebecca Street Community Garden** in Charleston, West Virginia further offered us the unique experience of working closely with a neighborhood based stakeholder group for the development of a brownfield site in inner city Charleston. This project involved Master Planning for a dynamic public garden space which supported the local "farm to table" movement in Charleston and further supported a neighborhood which has suffered from a high crime rate and rampant vandalism. The project involved a series of televised Public Meetings and included a dynamic public input process.

Element also served as the prime design consultant for the **Elizabethtown Sports Park**, a 29 million dollar tournament sport and recreation park complex that involved the development of a dozen structures, over 1,000 parking spaces across five parking lots, internal roadways, a 5K trail, multiple vehicular / pedestrian bridges, and the development of five created wetland areas, several within the floodplain, to manage and treat stormwater run-off.

Our Team

Ramona Fry, RLA, ASLA LEED AP BD+C will serve as **Principal in Charge** for our team. Ramona brings 15 years of experience in design and management for large and complex projects, including the Elizabethtown Sports Park. She has a thorough understanding of the issues and opportunities and has served as the project coordinator for many LFUCG projects. Ramona is also currently serving as the principal in charge for the **LFUCG Senior Center** project and she has a thorough understanding of challenges and opportunities involved with the continued development of the park.

Vaughan Adkins, LEED AP BD+C, KEPSC Certified Inspector will serve as our **Project Engineer**. Her background in watershed and storm water management, low impact development and permitting is the perfect fit for our team and for LFUCG. Vaughan has over 15 years of experience as a team Lead Civil Engineer. Her experience includes the management of the civil team in project investigation, documentation, design and construction. She is also currently serving as the Project Civil Engineer for the Senior Center.

Billie Motsch, Landscape Designer, will serve the team as the Landscape Design specialist. Billie has a strong background in the Nursery and Landscape Construction industry and she reviews and oversees landscape design projects and species selection and specifications for the firm. She will further assist the team with the development of plan graphics and construction documents.

Our Consultant

Cardno ATC will provide (as needed) **Geotechnical Engineering** services for the project. Cardno ATG is a professional infrastructure and environmental services company engaged in the development and improvement of physical and social infrastructure for communities around the world. Cardno ATC has local offices in Lexington, Louisville and Cincinnati and can provide vast project resources and immediate response while working closely with Element in the management of your project. Cardno further has extensive experience and background in environmental engineering projects in our region.

Service

We are committed to involving our clients in the planning and design process and pride ourselves in our ability to listen closely to your needs and desires. In essence, we act as facilitators to assist you in arriving at creative and functional solutions to engineering and design problems. We also firmly believe that while past experience and solutions are extremely important, each project is unique and requires that the planning and design process be sensitive and responsive to individual challenges and opportunities.

Why Us?

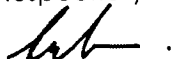
- We have recent experience with LFUCG on similar projects, and our team is currently working on site at the Senior Center
- We have extensive experience in park design and project management, including large scale projects
- We believe we excel at marrying creative solutions with technical expertise in the best interest of our clients and community.

Ask Our Clients

We encourage you to call our clients and ask them directly about our service. We know that they will tell you that we are good listeners, creative designers and completely dedicated to our clients and their projects from start to finish.

We sincerely appreciate the opportunity to provide you with our qualifications for this important project. If you should require any additional information, please give me a call at 859-389-6533.

Respectfully Submitted,



Ramona Fry, RLA, LEED AP BD+C
Principal

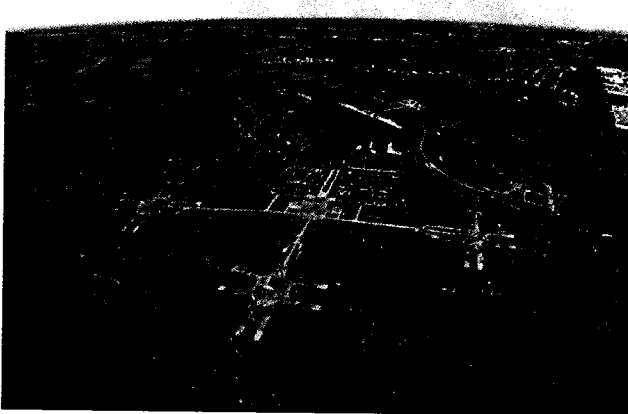
Section 1. Company History and Services

Element Design is one of Kentucky's most highly recognized Landscape Architecture, Planning and Civil Engineering firms. We strongly believe that the environment is dynamic and involves adaptation and change. As designers, we believe our work should also be transformational and responsive to client, environment and community. Element Design is the result of an earlier merger of several successful site design firms. Our firm principals have a combined 50+ years of experience in site planning and design.

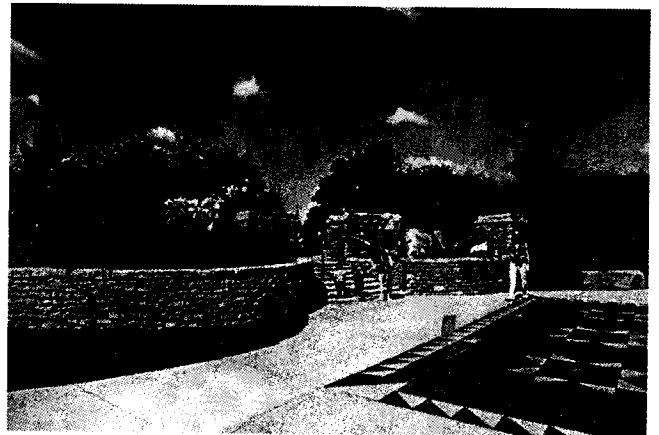
We are also committed to a collaborative design process with project stakeholders, and a studio style environment within our office. We utilize research, creativity and technical experience to help us approach all projects in a holistic spirit. We believe in finding the greater message and understanding the full impact of any project within its greater context, with a commitment to the artful execution of the project within the built environment.

We offer professional design services for: **LANDSCAPE ARCHITECTURE + PLANNING + CIVIL ENGINEERING**

- Campus Master Planning & Design
- Commercial & Residential Landscape Design
- Construction / Contract Administration
- Construction Documents
- Cost Estimating
- Corridor & Main Street Master Planning
- Inventory & Analysis
- Land Planning & Zoning
- LEED Certification & Documentation
- LPA Project Administration
- Parks, Recreation & Trail Planning & Design
- Planting Plans
- Sanitary Sewer Design
- Signage & Way Finding Master Planning & Design
- Site Grading
- Site Planning & Design
- Site Visioning Graphics & Computer Modeling
- Sports Facilities Planning & Design
- Storm Sewer Design
- Urban & Streetscape Design
- Water Line Distribution Design



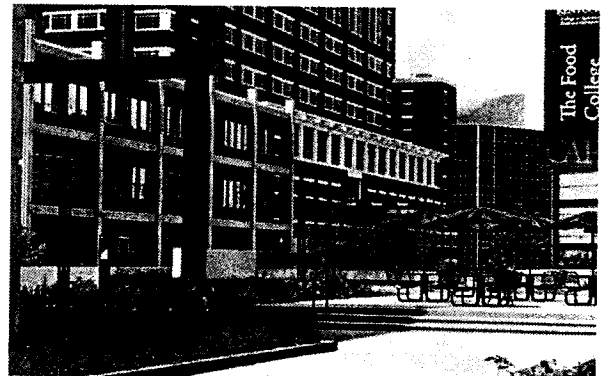
Elizabethtown Sports Park



University of Kentucky Children's Garden



Triangle Park



University of Kentucky Alumni Plaza

Section 1. Firm Experience

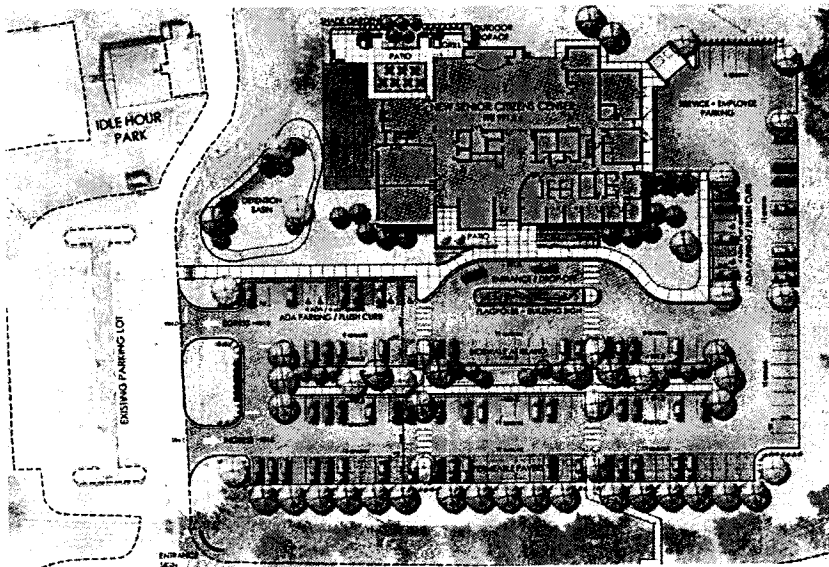
We believe **Element Design** is uniquely qualified to provide the specific services outlined in the RFP. Our recent experience serving as the Prime Consultant with renovation for six (6) **Inner City Parks** in downtown Hopkinsville and the **Elizabethtown Sports Park** demonstrated that we can manage the complexity of project management, community concerns, permitting, complex construction schedules and site design elements of specific relevance to the Idle Hour Park Improvements project including:

- The development and renovation of new and existing pedestrian trails connecting parks to adjacent neighborhoods
- Coordination of new trail and park lighting, design for park water distribution
- Development of Parking Areas AND wetland and detention areas for storm water management
- Permitting for storm management, as well as permitting through Division of Water for construction within the defined floodplain areas.

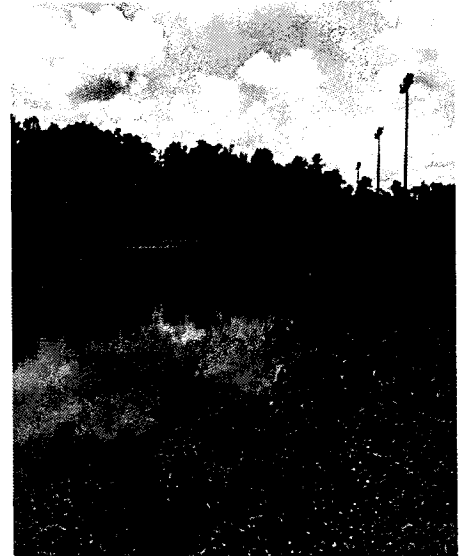
We have recently completed the **Site Civil Engineering** and **Landscape Architecture** associated with the new **LFUCG Senior Center**. As the Senior Center site is located within Idle Hour Park, we have a unique understanding of the issues associated with the Park and coordination between ongoing projects. We will be on site continuously as the Senior Center is being constructed and will be able to bring early understanding of the site and coordination issues to the project. Our geotechnical firm, Cardno ATC, also provided the recent geotechnical study of the Park, and has continued to provide recommendations for the Senior Center project based on their extensive knowledge of the site.

We have further recent LFUCG experience coordinating the **Isaac Murphy Memorial Art Garden**. This project demonstrates our flexibility in working with diverse public agencies and with passionate and engaged neighborhood groups. We are also currently working on the Gainesway Trail Project with LFUCG Engineering and the Division of Parks and Recreation, and understand concerns associated with the various stakeholders, as well as the need to coordinate with the larger community surrounding the Park.

Our experience with the **Rebecca Street Community Garden** in Charleston, West Virginia is an example of our experience in facilitating community involvement and input in park projects. We utilized public meetings as well as online surveys to present ideas and gather feedback that helped inform the ultimate park design. Parks are essentially civic spaces at heart, and we believe the extent to which we can facilitate ownership and stakeholder buy-in greatly influences the success of park projects.



LFUCG Senior Citizen's Center



Elizabethtown Sports Park

Section 1. References and Awards (Item 2.1)



Award Winning Projects

- 2015 Kentucky Chapter ASLA - Award of Excellence
The Kentucky Children's Garden - Lexington, KY
- 2015 Kentucky Chapter ASLA - Merit Award for Design
University of Kentucky Alumni Plaza Renovation - Lexington, KY
- 2015 Kentucky Chapter ASLA - Merit Award for Design
Morehead State University Master Plan - Morehead, KY
- 2014 American Public Works Association
Design Honor Award Parks Category
Hopkinsville Downtown & Inner-City Park - Hopkinsville, KY
- 2013 Kentucky Chapter ASLA - Honor Award for Design
Elizabethtown Sports Park - Elizabethtown, KY
- 2013 Kentucky Chapter ASLA - Honor Award for Design
University of Kentucky - Alumni Plaza Renovation - Lexington, KY
- 2013 Kentucky Chapter ASLA - Honor Award for Design
Western Kentucky University - Centennial Mall - Bowling Green, KY
- 2012 KRPS Facility Award
Elizabethtown Sports Park - Elizabethtown, KY
- 2011 Kentucky Chapter ASLA - Merit Award for Design
The BCTC Newtown Pike Campus - Master Plan - Lexington, KY
- 2010 Environmental Commission Award
Kentucky Horse Park Stream Vegetation Project - Lexington, KY
- 2005 SPEAS International Airport Award
Blue Grass Airport Versailles Road Mural Design - Lexington, KY
- 2004 Kentucky Chapter ASLA - Design Merit Award
Bluegrass Airport Versailles Road Mural Design - Lexington, KY
- 1996 Kentucky Chapter ASLA - Merit Award for Design
Outdoor Classroom Linlee Elementary School - Lexington, KY
- 1994 Kentucky Chapter ASLA - Merit Award for Design
Hopkinsville Community College Master Plan - Hopkinsville, KY
- 1993 Special Recognition Award for Design
UK Medical Center Plaza Sculpture Garden - Lexington, KY
- 1992 Kentucky Chapter ASLA - Design Recognition Award
Florence Nature Center Plaza Design - Florence, KY
- 1991 Kentucky Chapter ASLA - Design Recognition Award
Spalding University Sculpture Garden - Louisville, KY
- 1990 Kentucky Chapter ASLA - Design Honor Award
Environmental Sculpture - University of Kentucky - Lexington, KY

References:

Keith Lovan
LFUCG
101 E. Vine Street, 4th floor
Lexington, KY 40508
859.258.3478
klovan@lexingtonky.gov

Holly D. Boggess, AICP
Assistant Director
Community &
Development Services
101 North Main Street
P.O. Box 1125
Hopkinsville, KY 42241
270.887.4285

Michelle Kosieniak, RLA
Supt. of Planning & Design
LFUCG
Division of Parks and Rec
469 Parkway Drive
Lexington, KY 40504
859.288.2982
michello@lexingtonky.gov

Chuck Saylor
LFUCG Municipal Engineer Sr.
Division of Engineering
101 East Vine Street, Suite 300
Lexington, Kentucky 40507
859.258.3410
chucks@lexingtonky.gov

Section 1: Firm Qualifications, Project Approach and Capacity (Items 2.f,j,k)

Firm Qualifications

Element Design is a full service site firm including landscape architecture, planning and civil engineering. Our main office is located in downtown Lexington, Kentucky, within five minutes drive of the project site. All work, excluding geotechnical services, will be performed in this office.

Element's design principals have a combined 50+ years of experience in site planning and detailed design, including a long list of successful projects completed for LFUCG, and within Fayette County. The majority of our work is for public clients, including LFUCG, the Kentucky Finance Cabinet, the University of Kentucky and the Kentucky Community and Technical College System, in addition to numerous other college, university and municipal clients throughout the State and the region. A list of successfully complete recent projects is included in this proposal.

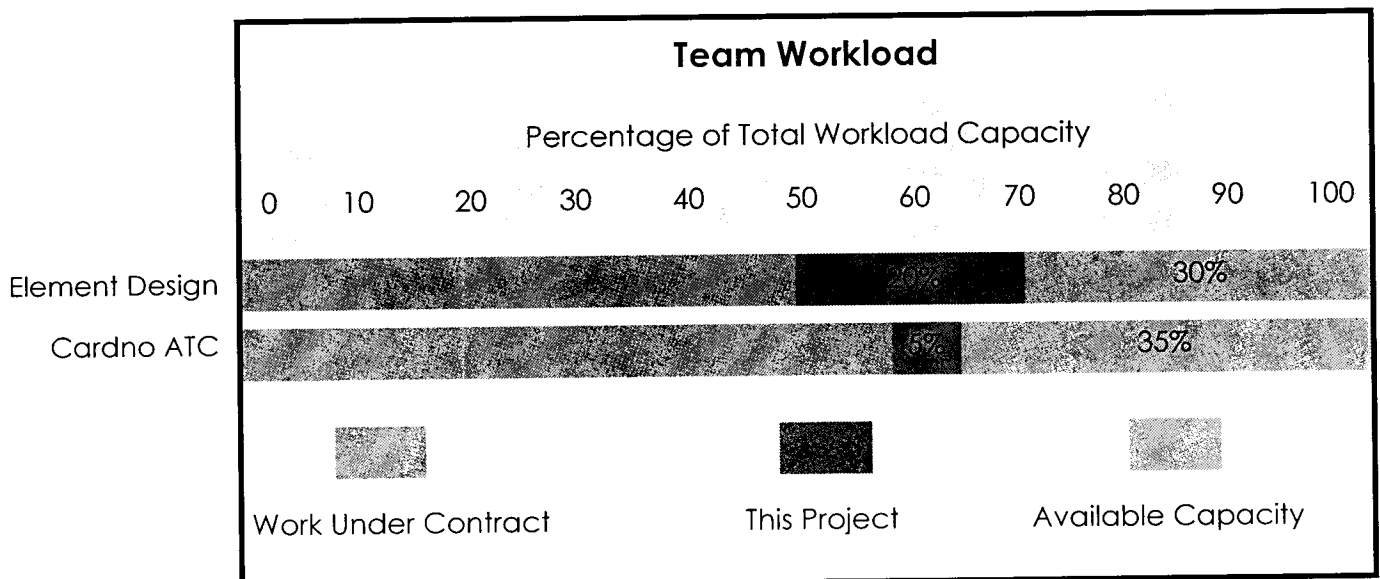
Project Approach

At Element, we specialize in site planning and design and offer complete site civil services. We have assembled the team that we believe provides the best combination of LFUCG and site specific experience and technical skill for this project. We understand the issues associated with design and fast track projects and what is needed from the whole team - Owner, Design and Contractor: communication and responsiveness. Our extensive experience facilitates the ability to move forward on a project quickly. Additional information about our approach to work scope and schedule can be found in Section 4 of this RFP

In addition to technical skill and experience, Element is committed to design that offers a high degree of input from stakeholders- we believe in generating multiple ideas early, to allow for the maximum degree of stakeholder input. We also specialize in creative solutions to integration of pavements, landscape materials, and approaches to storm water quantity and quality management. The degree to which these are implemented is ultimately quite flexible, without diminishing the success of the project. We strive to create designs that are functional and beautiful, educational, and cost effective. We firmly believe many 'greener' solutions do not need to be expensive solutions and are adept at designing sites that maximize best management solutions and budget.

Capacity

Our team currently have the capacity available to start your project today. We have reviewed the Preliminary Schedule as outlined in the RFP. We believe the project time frame given is adequate for design and Owner review. Because we are currently working on site and with many of the project stakeholders, we believe we will be able to start the project quickly- we already understand the site and many of the issues at hand and can move to meet the schedule most efficiently.



Section 1. Customer Satisfaction and Quality Control (Items 2. c,d)

Customer Satisfaction

At Element, we believe our Number 1 measurement of customer satisfaction is repeat clients. Because we view our clients' desire to work with us repeatedly as the best measure of our success, we note that we are currently working for the following public agencies here in Fayette County:

- Lexington Fayette Urban County Government
- Commonwealth of Kentucky- Finance Cabinet, Division of Engineering & Contract Administration
- University of Kentucky
- Kentucky Community & Technical College System, Bluegrass Community and Technical College, Newtown Campus

We have a long history of projects working for the Urban County Government, specifically including trails, parks, corridor planning and site development. We served as the prime consultant for the recently completed Isaac Murphy Memorial Art Garden (IMMAG). Currently, we are the designer of record for the Gainesway Trail Project, which is anticipated to be bid for construction this spring. Both of these projects has also required coordination with additional agencies, including the Kentucky Transportation Cabinet's District 7 office, regarding the Local Public Agency (LPA) submittal required as part of the project.

We are also presently working as the site designer and engineer for the new LFUCG Senior Center, which will be a LEED project. The design and engineering for the Senior Center includes coordination and permitting across multiple agencies, including LFUCG, Kentucky American Water and Kentucky Division of Water for permitting. The Senior Center is currently under construction, having recently bid and at 10% below the project budget.

We are also currently in the process of developing a more formal, on-line survey for client input. While still under development, will include measurement related to Client satisfaction with design solutions, inclusive process, our ability to listen and respond to clients, meet schedule and budgets, management of project team, contract administration and how projects have performed long-term. We hope to have this survey available to clients by summer, 2015.

Quality Control

As Element Design is providing both Site Civil Engineering and Landscape Architectural Design, team coordination and quality control will be accomplished through our weekly In-House Project meetings. Element Design will coordinate with our consultants on an As-Needed basis to insure that the design documentation, construction documentation and all subsequent Construction Administration services exceed the expectations of the LFUCG. When necessary, team coordination and client meetings will be held at our Lexington based offices.

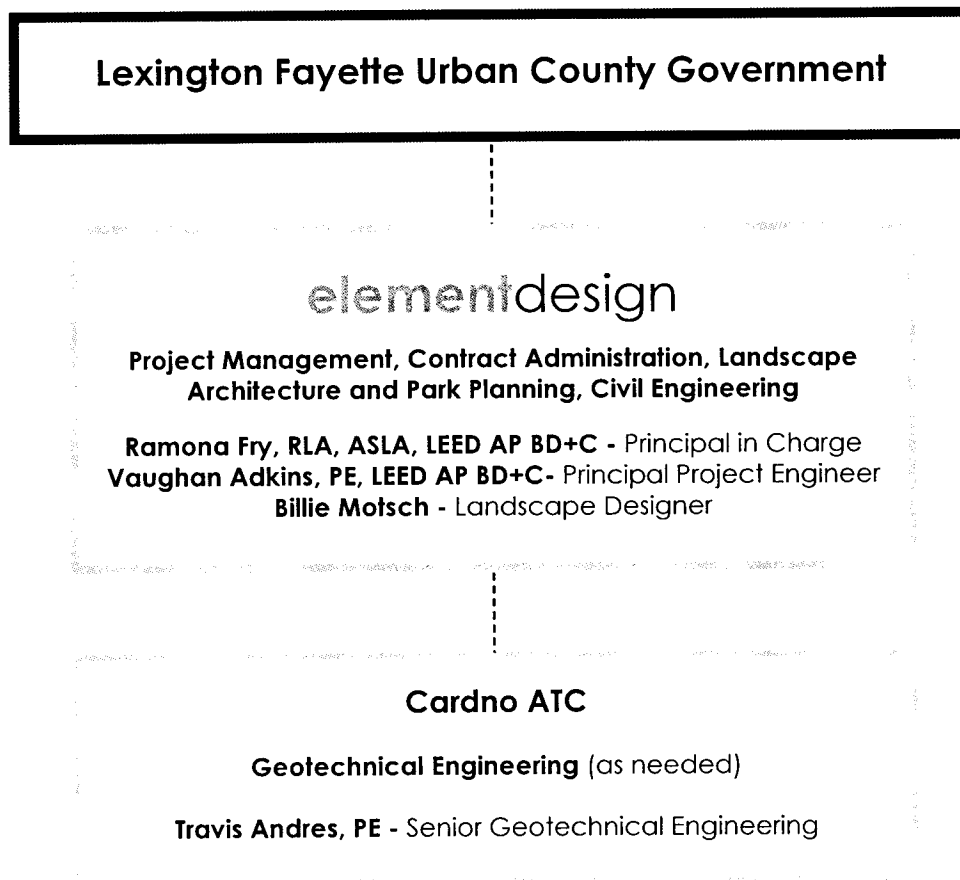
Cardno ATC is a professional infrastructure and environmental services company engaged in the development and improvement of physical and social infrastructure for communities around the world. With over 200 offices in the Americas and 300 offices worldwide, Cardno provides clients with access to 8,200 professionals focused on delivering customized solutions. Cardno is currently ranked No. 8 in the Engineering News Record's Top 20 Engineering Management Firms.

In addition to this ranking, Cardno believes strongly in COMMITMENT TO SAFETY – ZERO HARM Safety is one of **Cardno ATC's** core values and these core values shape the way we work as individuals and as an organization. We aim to conduct our quality of business in a way that protects our people, clients, visitors and members of the public from harm on any worksite that we are involved with. We are committed to achieving our Zero Harm goal by continually improving our safety systems and vigilance at our workplaces. Through strong leadership and employee participation we seek to implement and reinforce this core value on every job, every day

Section 2: Team Roles & Organization

Element Design will serve as prime consultant, coordinating the entire team and being responsible for overall project success. Element will provide services that include project management, agency coordination, team communication, public / community participation, landscape design, civil engineering, construction documentation, bidding, and contract administration.

Element Design employs 5 licensed Landscape Architects and one Landscape Designer. Element Design also holds a current Engineering Permit with the Commonwealth of Kentucky, license number 2811. Vaughan Adkins, PE, LEED BD+C serves as the Project Engineer for Element Design.



Note:

Our consultant has been included for this project and will serve on an as needed/ as requested basis. As allocated by LFUCG, cost for geotechnical services have been included.

Section 2: Team Roles & Organization

Element Design

400 Old Vine Street, Suite 206
Lexington, KY 40507
859.389.6533
www.element-site.com

Ramona Fry, RLA, ASLA LEED AP BD+C - Principal in Charge - Project Manager - ramona@element-site.com

Ms. Fry is a licensed Landscape Architect with 15 years of experience managing projects both as a subconsultant and the prime project manager. As a Landscape Architect, she brings a unique design sense and passion for integrating form, function and beauty into the landscape. She served as the Prime Project Manager for the \$30 million dollar, 160 acre Elizabethtown Sports Park, where she oversaw subconsultants including architectural, structural, mechanical, electrical and transportation engineers.

Ramona also served as the project manager for the \$4 million dollar Kentucky Horse Park Pedway, which included renovation of pavements, new parking areas, construction of permeable pavement systems and the addition of storm water infiltration systems. Her experience includes extensive design experience in integrating storm water management with landscape design features, including the integration of permeable pavements, biofiltration, native landscape development, as well as integration of public art and interpretive / educational signage.

Vaughan Adkins - P.E., LEED AP BD+C, KEPSC Certified Inspector - vaughan@element-site.com

Ms. Adkins will serve as our Project Engineer. Ms. Adkins is a licensed Civil Engineer with over 15 years of experience. Her experience includes the management of teams in project investigation, documentation, design and construction for civil engineering projects. Her background in watershed and storm water drainage, infiltration and permitting is the perfect fit for our team and for LFUCG. She has experience developing a consensus among a team of professionals to achieve LEED certification on several projects. Vaughan will lead the engineering component, assisting in delivering a project that meets the goals and requirements of the RFP, and also addressing stake holders and community interests and concerns.

Billie Motsch - Landscape Designer - billie@element-site.com

Ms. Motsch is a Landscape Designer with approximately 10 years of experience who has recently assisted in the design and development of the landscape plan and details for the LFUCG Senior Center. Her understanding of the project site and the surrounding area will help assist in the design and development of the park. Ms. Motsch's will assist in the production of graphics and construction documents, helping the team to ensure successful completion of the project.

Cardno ATC

5480 Swanton Drive
Lexington, KY 40509
859.263.2855
www.cardnoatc.com

Travis Andres, P.E. - Geotechnical Engineer (as needed)

Mr. Andres will lead review of existing geotechnical studies in conjunction with planned developments to determine applicability and necessity of additional information. As required, Mr. Andres will develop a phased program of geotechnical investigation to provide appropriate understanding of site conditions in the context of proposed development, and to ascertain the occurrence, distribution, and engineering properties of site soil/rock sufficient for design/construction of the proposed development. It is anticipated that field investigations may include site reconnaissance, advancement of test borings, and testing of earth materials recovered from test borings for engineering properties. Soil test borings will be logged in the field by a geotechnical engineer and appropriate samples will be analyzed to measure soil geotechnical factors. Mr. Andres will lead review, assembly, and interpretation of collected data to result in a technical report regarding condition of the dam and including recommendations for any required corrective measures.

Section 2: Key Personnel Experience



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

Ramona is a registered Landscape Architect with fifteen years of experience in project design and management. Her professional experience includes master planning, site design and development, preparation of construction documents and contract administration.

Ramona has a wide variety of project management experience that includes plazas, parks, sports facilities, campus planning and design and site development. Recent clients include the Commonwealth of Kentucky, the University of Kentucky, Berea College, the Kentucky Community and Technical College System (KCTCS), and the Kentucky Horse Park.

Recent Experience:

LFUCG Senior Center - Lexington, KY

Gainesway Trail - Lexington, KY

Rupp Arena and Convention Center - Lexington, KY

Elizabethtown Sports Park - Elizabethtown, KY

Kentucky Horse Park New Outdoor Arena - Lexington, KY

Kentucky Horse Park Pedway Repairs, Replacement & Upgrade - Lexington, KY

University of Kentucky Alumni Plaza Renovation & Rooftop Garden - Lexington, KY

University of Kentucky College of Pharmacy Building - Lexington, KY

Morehead State University Master Plan - Morehead, KY

Jefferson Community and Technical College - Seminary Building - Louisville, KY

Jefferson Community & Technical College - Carrollton County Campus Phase 1 Building and Campus Master Plan - Carrollton, KY

Morehead State University New Residence Halls - Morehead, KY

Freed Hardeman University Master Plan - Henderson, TN

Kentucky Transportation Cabinet Central Office Building - Frankfort, KY

Berea College John G. Fee Glade - Berea, KY

Berea College Master Plan Update - Berea, KY

Berea College Indian Fort Sustainable Parking Renovation - Berea, KY

Registration: Landscape Architect – Kentucky, #661

Certifications: LEED AP BD+C

Education:

University of Kentucky
Bachelor of Science in
Landscape Architecture, 1999.

Idaho State University
Bachelor of Arts in Education,
1994.

Professional Experience:

Element Design, PLLC
(formerly M2D Design Group)
Senior Partner / Principal
Landscape Architect
2008-Present

McIlwain + Associates
Landscape Architect
2000- 2008

Adjunct Faculty
University of Kentucky
2002

Louisiana State University
College of Design
Graduate Assistant
1999-2000

Section 2: Key Personnel Experience



Vaughan Adkins, PE, LEED BD + C

Vaughan is a registered Civil Engineer with over 15 years of experience in grading, drainage, potable water distribution supply and treatment, sanitary sewer collection and treatment, and structural design. Her former experience specialized in DOD contracts for over 12 years in at least 25 different states. This work ranged from highway and building structures to utility and stormwater design and permitting.

Vaughan has proven her ability to adapt to changing environments and thrive as part of diverse teams. The diversity of experience she possesses lends itself to coordinating and communicating with other professionals.

Registration:

Kentucky, PE # 24737
Tennessee, PE
Colorado, PE 43695
Nebraska, E-14597
Florida, PE-76299

Certifications: LEED AP BD+C
Certified KEPSC Inspector

Education:

West Virginia University,
Morgantown, WV
Master of Science
Civil Engineer,
Cum Laude, 1998

Bachelor of Science
Civil Engineer,
Magna Cum Laude, 1996

Professional Experience:

Element Design, PLLC
(formerly M2D Design Group)
Civil Engineer
May 2014-Present

Mason & Hanger Group, INC,
A Day and Zimmerman Group,
Civil Engineer
2004 – 2013
Structural Engineer
1999-2003

Brown & Kubican, PSC,
Lexington, KY

Structural Engineer
January 2003- October 2003

Project Experience:

LFUCG Senior Center - Lexington, KY

Eastern Kentucky University New Science Building - Richmond, KY

Eastern Kentucky University Ashland Building - Richmond, KY

Jefferson Community and Technical College - Seminary Building -
Louisville, KY

Jefferson Community & Technical College - Carrollton County
Campus Phase 1 Building - Carrollton, KY

March Indoor Training Range, LEED Silver Certified, March AFB, CA*

Army Reserve Center - Kingsville, TX*

Army Reserve Center - Colorado Springs, CO*

Naval Air Station NAS) - New Orleans, Belle Chasse, LA*

Marine Corps Logistics Base (MCLB) - Albany, GA*

Niagara Indoor Firing Range and Niagara Air Reserve Base -
Niagara, NY*

Veterans Administration - Danville, IL*

Pohakuloa Training Area, Battle Area Complex - Big Island Hawaii, HI*

Schofield Barracks, Battle Area Complex - Island of Oahu, HI*

Patrick Air Force Base - FL*

Security Enclave Project - Bangor, WA*

* Work completed while employed by firms other than Element Design

Section 2: Key Personnel Experience



Billie Motsch

Billie is a landscape designer who graduated with a Bachelor of Science in Landscape Architecture from the University of Kentucky. She has over 10 years of experience in planning, landscape architectural design and development of construction documents. Her experience includes commercial, residential, military and industrial planning and design.

Billie is an experienced project manager with the ability to take projects from design concept through construction completion. Ms. Motsch has also assisted with LEED documentation/certification for numerous projects in Louisville and Virginia.

Education:

University of Kentucky
Bachelor of Science in
Landscape Architecture, 2005

Work Experience:

Element Design, PLLC
Junior Partner / Landscape
Designer
2012-Present

M2D Design Group, PLLC
Landscape Designer
2011-2012

Mindel, Scott and Associates
Landscape Designer
2005-2011

Project Experience:

LFUCG Senior Center - Lexington, KY

Gainesway Trail - Lexington, KY

Shillito Park Tennis Court Renovation - Lexington, KY *

LFUCG Landscape Architecture Services for Non-Paved Site
Restoration
Lexington, KY

Bluegrass Community & Technical College Newtown Pike North
Campus Lexington, KY

Department of Veterans Affairs Medical Center - Lexington, KY

VA Hospital Renovation/Demolition - Lexington, KY

Deep Springs Elementary School Renovation- Lexington, KY

Breckinridge Elementary School Renovation - Lexington, KY

Kentucky Community and Technical College System Office - Planting
Master Plan - Versailles, KY

Kentucky Community and Technical College System Office - Phase 1
Entrance & Landscape Development - Versailles, KY

Gardenside Baptist Church - Lexington, KY

Hopkinsville Inner-City Parks Project - Hopkinsville, KY

Downtown Streetscape - Hopkinsville, KY

Walnut Street Park - Hopkinsville, KY

Section 3: List of Recent Relevant Projects (Item 2.h)

Element Design Recent Project List (with Cost and Reference)

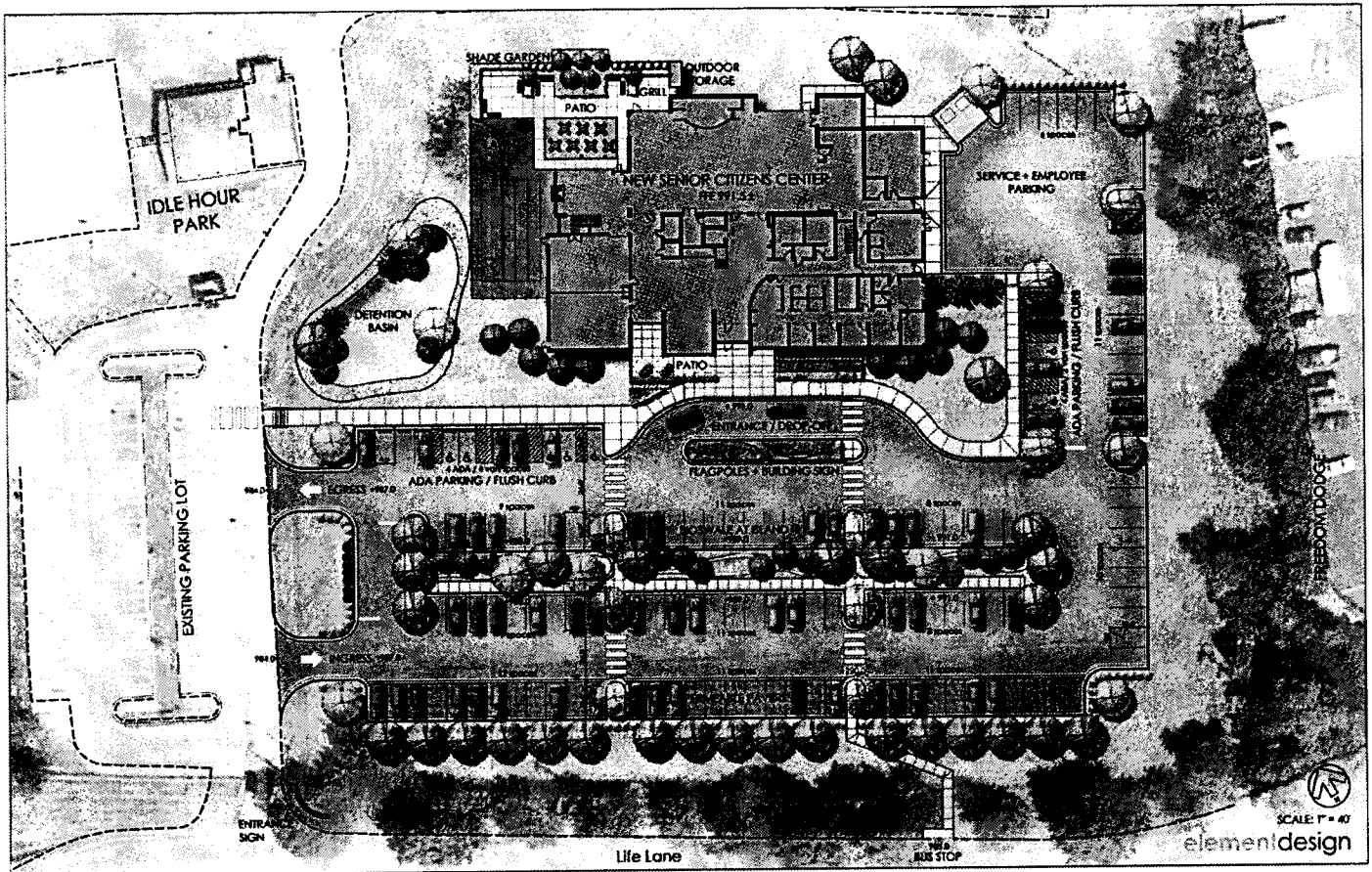
- **LFUCG Senior Center** - Cost: \$ 8.9M, Joyce Thomas, Administrative Officer Senior, LFUCG, 859.258.3054
- **Elizabethtown Sports Park** - Cost: \$ 29M, Jana Clark, Elizabethtown Sports Director, 270.765.2175
- **Triangle Park Renovation** - Cost: \$ 1.3M, Steve Grossman, 859.219.4260
- **Hopkinsville Inner-City Parks Design and Revitalization** - Cost: \$ 1.0M
Holly Boggess - AICP - Assistant Director & Downtown Renaissance Director 270.887.4285
- **The Isaac Murphy Memorial Art Garden** - Cost: \$ 3,500 (Schematic Design)
Keith Lovan, P.E. LFUCG, Engineering, 859.258.3478
- **Rupp Arena and Lexington Convention Center** - Cost: \$ TBD
- **University of Kentucky Alumni Plaza Renovation** - Cost: \$ 750,000
Ned Crankshaw, UK Chair of Landscape Architecture 859.257.7295
- **Gainesway Trail** - Cost: \$ 400,000 Michelle Kosiniak, Parks & Recreation Planning & Design 859.288.2979
- **Shillito Park Trail** - Cost: \$ 1.2M Michelle Kosiniak, Parks & Recreation Planning & Design 859.288.2979
- **Jacobson Park Trail** - Cost: \$ 780,000 Michelle Kosiniak, Parks & Recreation Planning & Design 859.288.2979
- **Kentucky Horse Park - Cane Run Watershed Restoration** - Cost was part of the KYHP Master Plan
Amanda Gumbert, UK College of Agriculture 859.257.6094
- **Kentucky Horse Park Pedway Project** - Cost: \$ 3.5M
Butch Hatcher, DECA, 502.564.3155 and Lindsey Flora, The Kentucky Horse Park, 859.259.4299
- **Chevy Chase Intersection Traffic Safety and Streetscape Redesign** - (Feasibility Study Only)
- **Gratz Park Master Plan** - Cost: \$ 120,000 (Fee only) LFUCG and the Gratz Park Neighborhood Association
- **UK Arboretum Children's Garden** - Cost: \$575,000
Keith Ingram, UK Capital Projects Management Division, 859.257.5911

Cardno ATC Project List

Reference - Joyce Thomas, Administrative Officer Senior, LFUCG, 859.258.3054

- **Idle Hour Park Improvements** - Cost: \$ 9,850
The geotechnical exploration included the advancement of 17 borings and 8 soundings located throughout the existing park site. A geotechnical report summarizing the findings and recommendations for site preparation and foundation and pavement design were provided.
- **Idle Hour Park Trunk Sewer** - Cost: \$ 16,900
The geotechnical exploration included the advancement of 59 soundings located at every 50 feet along the proposed trunk sewer route through the existing park and extending northward outside of the park . A geotechnical report summarizing the findings and recommendations for pipeline design were provided.
- **Lexington Senior Center at Idle Hour Park** - Cost: \$ 5,750
The geotechnical exploration included the advancement of 7 borings throughout the proposed building pad and pavement areas for the Lexington Senior Center at Idle Hour Park. A geotechnical report summarizing the findings and recommendations for site preparation and foundation and pavement design were provided. Additionally, Travis Andres, PE is the Geotechnical Engineer of Record for the project that is currently under construction. Additional recommendations for site development and foundation subgrade modification have been provided during construction.

LFUCG Senior Center
Lexington, Kentucky



The site for the new Lexington Senior Center emphasizes quality and vibrancy for Lexington's senior population, blending high quality design with a beautiful park setting. The site includes plaza spaces, cozy garden areas, a manicured lawn for outdoor activities and connections to the trails and amenities in Idle Hour Park. As the Senior Center is located within the Park, the design emphasizes providing model features for site sustainability, including interior parking rain gardens, biofiltration basins for on-site storm water detention, permeable pavers in parking areas and an emphasis on landscape and detail.

Client:
Lexington Fayette
Urban County Government

Joyce Thomas
Administrative Officer Senior
LFUCG
200 East Main Street
Lexington, KY 40507
(859) 258-3054

Cost: \$ 8.9M

Project is seeking
LEED Certification

Scope:

- Full site design and civil engineering documents and contract administration including all site elements, grading, storm water, sanitary sewer and potable water design
- Gardens, lawn and patio / plaza spaces included to promote a variety of outdoor experiences for Center patrons
- Site & Civil design and permitting through LFUCG and Kentucky Division of Water
- Coordination with LFUCG, Division of Parks & Recreation and Division of Water Quality
- LEED design, including sustainable site features such as a biofiltration / detention basin, permeable pavers, rain gardens in parking area

Elizabethtown Sports Park
Elizabethtown, Kentucky



"The Elizabethtown facility is a dramatic addition to our industry. It's a head-turner. When we go to talk to tournament promoters at trade shows, they're paying attention because it is tournament quality and large enough to hold regional and national events. It helps us sell Kentucky."

*- Kevin Marie Nuss, Executive Director,
Kentucky Sports Authority*



Client:
Elizabethtown Tourism and
Convention Board

Client Contact:
Jana Clark
Elizabethtown Sports Director
270.765.2175

Cost: \$ 29 Million

KyASLA Honor Award for
Design Excellence
KRPS Facility Award

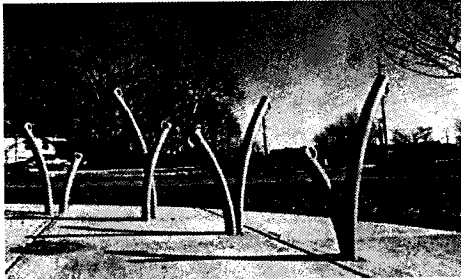
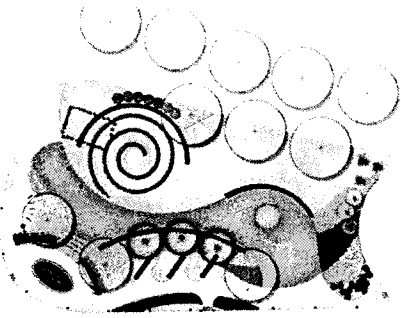
Element Design served as the prime consultant overseeing all aspects of the planning and design for this 158 acre sports facility

Scope:

- Eight Tournament Baseball Fields, four Tournament Women's Fast Pitch Softball Fields, one Miracle Field, 10 Full Size Tournament Soccer Fields and two Championship Synthetic Turf Football/ Soccer Fields
- Three large pavilions, six concessions facilities, grandstands and press box, and a maintenance complex
- All roadways and parking lots, multiple Park entrances and gates, utility infrastructure, playgrounds, trails and full landscape development for the Park site and adjacent creeks
- Walking trails, playgrounds, picnic pavilions, interpretive environmental study area and biofiltration displays
- More than 4 acres of constructed wetlands for stormwater quality and quantity management

Isaac Murphy Memorial Art Garden Trail Head

Lexington, Kentucky



Client :
The Friends Of Isaac Murphy

Client Contact:
Keith Lovan, P.E.
LFUCG
Department of Engineering
859.258.3478

The Isaac Murphy Memorial Art Garden Trail Head is a community park that will incorporate site amenities to encourage social gatherings and to educate the public about nature, local heritage and the sport of horse racing. The garden is intended to serve as a trail head for The Legacy Trail at the east end of downtown.

Scope:

- Celebrate and Honor the legacy of the famous jockey Isaac Murphy specifically, and all other African Americans who have contributed to the Thoroughbred industry through the years
- Design, coordination & public meetings with local stakeholders, artists, and community members.
- Improvements include sculptures and art panels, amphitheater and performance space, interpretive signage, sidewalks, permeable pavers, stone seat walls, landscaping, site furnishings, site lighting and water line installation.

Section 4: Project Work Plan (Item 5)

General Work Plan

We have reviewed the project schedule outlined in the RFP and find the time allotted reasonable, particularly given that we believe our team has the existing knowledge of LFUCG requirements, the site and the project to start quickly and stay **on task and on budget**. Regarding budget, our fee schedule has been included in this proposal; this fee is based on our own in-house estimate of the scope of construction costs as outlined in the RFP. However, we believe it is critical to quickly refine design parameters and **establish construction cost early and confirm often** throughout the design. To that end, we have developed a preliminary check list of tasks and deliverables below:

Phase A Project Checklist

Inventory Phase- assemble base mapping + inventory site + analysis of existing conditions and issues
Design Charrette with LFUCG / Stakeholders- graphic base mapping and materials + charrette agenda
Refine project goals and objectives based on Charrette and other input
Schematic design + review with LFUCG
Identify Geotechnical investigation parameters and locations (Element + Cardno)
Phase A deliverables to LFUCG

- 11x17 Site Plan package to include: SWPPP / EPSC, Demolition, Site Schematic, Site Utility (Plumbing) Schematic, Grading + Drainage, Site Layout
 - Phase A Outline Specifications (all specifications including Division 1) + Design Narrative
 - Project Schedule
 - Phase A Cost Estimate
 - Permit Identification List – LFUCG Engineering + Division of Water Quality, DoW, USACE, etc.
 - Geotechnical Report + Recommendations (Cardno)
- LFUCG Phase A Review + Authorization to Phase B

Phase B Project Checklist

Continued regular review with LFUCG + Stakeholders throughout Phase B
Phase B deliverables to LFUCG

- Full size 24x36 site package to include: SWPPP / EPSC, Demolition, Site Layout + Materials, Site Grading + Drainage, Site Utilities, Construction Details
 - Phase B Outline Specifications (including material and equipment identification and applicable calculations) + Design Narrative
 - Project Schedule
 - Phase B Cost Estimate
 - Permit Checklist
- LFUCG Phase B Review + Authorization to Phase C

Phase C Project Checklist

Submittal and review of documents with LFUCG at 25%, 50%, 75% and 100% intervals
Phase C deliverables to LFUCG

- Full size 24x36 site package to include: SWPPP / EPSC, Demolition, Site Layout + Materials, Site Grading + Drainage, Site Utilities, Construction Details
- Phase C Full Specifications (full specifications including Division 1) + Design Narrative
- Project Schedule
- Phase C Cost Estimate
- Permit Checklist
- Preparation of all final bid document masters for distribution, including drawings, specifications, aids to advertisement, coordinated with LFUCG front end specifications

Submittal for permitting through LFUCG and DoW at minimum + other agencies as applicable
LFUCG Phase C Review + Authorization to submit Documents for reproduction and bidding, hard copy + electronic format

Section 4: Project Work Plan (Item 5)

Phase D Project Checklist

Bidding + Negotiations

- Conduct Pre-Bid meeting on site
- Respond to questions during the bidding period and provide written addenda for distribution
- Attend bid opening and review bidder qualifications
- Verify final permitting is in place

Construction Administration

- Schedule regular progress meetings and prepare meeting Agendas, coordination with LFUCG
- Keep construction logs for ASI's, RFI's, PR's and Change Order, up to date
- Prepare regular field reports and note any issues / deficiencies
- Prepare any revision drawings or clarifications
- Prepare Change Order documents for submittal to LFUCG
- Review pay applications

Punch List Inspections + Project Close-Out

- Review all items for compliance with Documents, all permitting requirements and applicable codes
- Conduct final walk-through with LFUCG and stakeholders
- Prepare Substantial Completion and Final Completion punch lists – verify completion of all items
- Coordinate preparation of any O&M manuals and Owner training as needed and submit to LFUCG
- Prepare Record Drawings from changes and Contractor as-built drawings from the field, hard copy and electronic files (AutoCAD and pdf).

Team Collaboration + Quality Control

Element has served as the prime design firm on many large scale projects in the past and has developed a process for establishing internal deadlines and assuring team members stay on task. Because the majority of this project will be performed in-house, coordination with outside firms will be minimal, but we will keep our team on task by establishing the following early in the project:

- A clearly defined, published project schedule with individual task items assigned to each schedule item
- Weekly in-house team progress meetings to review progress and questions
- Check sets to verify progress and cross coordination at regular intervals, with verification against the established milestone checklist above
- Principal in Charge (Ms. Fry) will be responsible for reviewing documents internally for quality and coordination at regular intervals (25%, 50%, 75%, 100% at each phase of the project).
- Regular team / LFUCG review meetings to verify the project stays on task and on budget, per the above project list
- Construction administration will focus on reviewing work in the field for adherence to Contract Documents, applicable agency requirements and site permits.
- Construction administration documentation will focus on keeping an organized record of project conditions, changes, questions and clarifications, and working with the greater team (LFUCG, design and the Contractor) to assure to the greatest extent possible that the project is delivered on time and on budget.

Sustainability

Element has extensive experience working on both LEED accredited projects, and in the field on sustainable site design. While this project is not a LEED project, we seek to adhere to as many of the sustainable site practices outlined within LEED as possible given the site, the project objectives, and the budget. These goals include storm water quantity and quality management (also a requirement of LFUCG), inclusion of greenspace, use of native plant materials + no use of irrigation, and potentially recommendations for future site lighting that meets requirements for full cut-off fixtures and uses LED light sources.

Section 5: Additional Information

Firm Submittal Page

Affidavit

Affirmative Action Plan and Equal Opportunity Agreement

Work Force Analysis Form

LFUCG MWDBE Participation Form

LFUCG MWDBE Substitution Form

LFUCG MWDBE Quote Summary Form

LFUCG Subcontractor Monthly Payment Form

LFUCG Good Faith Efforts

General Provisions

Conflict of Interest Statement (Item 2.i)

KY Permit and Registration

Acknowledgement of Addendum #1

Firm Submitting Proposal: Element Design

Complete Address: 400 Old Vine Street Ste., 206 Lexington, KY 40507
Street City Zip

Contact Name: Ramona Fry Title: Principal

Telephone Number: 859.389.6533 Fax Number: 859.389.6534

Email address: ramona@element-site.com

AFFIDAVIT

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

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

Continued on next page

Section 5 Affidavit

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.

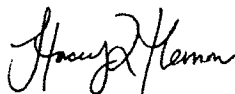
Element Design _____

STATE OF Kentucky _____

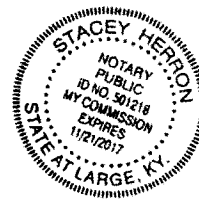
COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by Stacey Herron on this the 14 day of April, 2015.

My Commission expires: 11.21.17 _____



NOTARY PUBLIC, STATE AT LARGE



**Section 5 LFUCG Required Materials -
Affirmative Action Plan and Equal Opportunity Agreement**

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



Signature

Element Design

Name of Business

Section 5 Workforce Analysis Form

WORKFORCE ANALYSIS FORM

Name of Organization: Element Design

Date: 04 / 14 / 15

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

Prepared by: Stacey Herron

Marketing Coordinator

Name & Title

Section 5 LFUCG MWDBE Participation Form



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP # 11-2015

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
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.

Element Design

Company

04.14.15

Date

Ramona Fry, RLA

Company Representative

Principal

Title

Section 5 LFUCG Substitution Form



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP # 11-2015

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

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

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

Element Design

Company

04.14.15

Date

Ramona Fry, RLA

Company Representative

Principal

Title

Section 5 LFUCG Quote Summary Form



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP # 11-2015

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

Company Name Element Design	Contact Person Ramona Fry, RLA
Address/Phone/Email 400 Old Vine Street, Ste 206 Lexington, KY 40507	Bid Package / Bid Date RFP #11-2015 / 04.14.15

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

(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.

Element Design _____

Company

Ramona Fry, RLA _____

Company Representative

04.14.15 _____

Date

Principal _____

Title

Section 5 LFUCG Subcontractor Monthly Payment Form



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # RFP # 11-2015

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.

Element Design
Company
04.14.15
Date

Ramona Fry, RLA
Company Representative
Principal
Title

Section 5 LFUCG Good Faith Efforts

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP # 11-2015

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

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

Section 5 LFUCG Good Faith Efforts

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

Section 5 LFUCG Good Faith Efforts

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.

Element Design

Company

Ramona Fry, RLA

Company Representative

4.14.15

Date

Principal

Title

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, 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.

Section 5 General Provisions

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

04.14.15

Date

Section 5 Conflict of Interest Statement (Item 2.i)

III. CONFLICT OF INTEREST To your knowledge, do either you or your immediate family have any interest in property, tangible or intangible, or any other assets or business that may constitute or cause a conflict with your official duties? If yes, please explain. See Section 25-17(h).

[] Yes [X] No

Explanation: _____

Any individual who knowingly and willfully provides false, misleading, or incomplete information in this form shall be subject to the penalties provided in Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances and to criminal prosecution for violation of KRS 523.040.

Signature: Ramona Fry, RLA Date 4.14.15

COMMONWEALTH OF KENTUCKY) COUNTY OF FAYETTE) The foregoing Statement of Financial
Interests was subscribed, sworn to and acknowledged before me by Stacey Herron
on this the 14 day of April, 2015.

My commission expires: 11.21.17



NOTARY PUBLIC, STATE AT LARGE, KY



Section 5 KY Permit and Registration

**MUST BE SUBMITTED WITH PROPOSAL
KENTUCKY PERMIT AND REGISTRATIONS**

Provide the Kentucky Permit for any Firm providing Engineering Services as defined under KY Law


Firm Name	Discipline	Permit #	Permit Expire Date
Element Design	Civil Engineering	2811	12-31-15

Provide the Kentucky Registration # of each individual listed in your proposal that is providing Architectural an/or Engineering services as defined under Kentucky Law.

Firm Name	Individual	Discipline	Registration #	Registration Expire Date
Element Design	Vaughan Adkins	Civil Engineering	22305	12-31-2015
Element Design	Mark Arnold	Landscape Arch	423	6-30-2015
Element Design	David White	Landscape Arch	519	6-30-2015
Element Design	Ramona Fry	Landscape Arch	661	6-30-2015
Element Design	Morgan Dye	Landscape Arch	664	6-30-2015
Element Design	Liz Piper	Landscape Arch	821	6-30-2015

STATEMENT OF COMPLIANCE

I certify, under penalty of perjury, that I have provided all pertinent information required by this form and this information is true and accurate. I also certify that I have completely read and understand this form and will comply with these requirements during the life of any contract awarded.

 _____ AUTHORIZED SIGNATURE	Ramona Fry, RLA _____ Printed Name
Principal _____ Title	4.14.15 _____ Date

Design Services for Idle Hour Park Improvements (revised 4/2015, Add #1)
Request for Proposal No. 11-2015
Form of Proposal

Consultant:

Element Design

Address:

400 Old Vine Street, Suite 206

Lexington, KY 40507

1. General

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

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

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG. An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written training program and quality control program.
- e. Provide the current number of employees and employee types.

- f. Statement of general firm qualifications and capacity which should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
 - g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on this project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
 - h. Summary of firm's recent (5 year) experience in similar/representative projects including construction costs and references.
 - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - j. Approach to project inclusive of proposed work scope, preliminary design concepts, approach, and related considerations.
 - k. Ability to meet required deadlines including demonstrating the ability to integrate this project into the firm's present workload (provide current and projected staff workload data).
 - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. Proposals will be limited to 20 pages not including the required LFUCG documents. Proposals in excess of 20 pages single-sided pages in length may not be considered.
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal. Included in work plan shall be:
- a. A check list of what specific deliverables will be provided at each design phase and/or milestone and what discipline in their team will provide that deliverable.
 - b. A specific budget and schedule to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. A team plan on sustainable design.
 - e. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines.
 - f. An explanation of the team Quality Control Program from design through construction administration.

6. Lump Sum Pricing

- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.
- b. Provide Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

Phase A Cost (Total Cost of Services Below)	\$ 14,000
Geotechnical Survey Allowance:	\$ 10,000.00
Schematic Design:	\$ 4,000

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

Phase B (Design Development) Cost	\$ 3,200
Phase C (Construction Documents) Cost	\$ 7,000
Phase D Cost (Total Cost of Services Below)	\$ 8,800
Bidding Assistance:	\$ 1,600
Construction Administration:	\$ 6,000
Punch List, Inspections, & Close Out:	\$ 1,200

7. Unit Pricing

- a. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
- b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal of Firm/Professional</u>	<u>\$125.00 /HR</u>
<u>Project Engineer/Landscape Architect (other than principal)</u>	<u>\$100.00 /HR</u>
<u>Sr. Project Manager (or Landscape Architect in Training)</u>	<u>\$75.00 /HR</u>
<u>Geotechnical Engineer</u>	<u>\$130.00 /HR</u>

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

8. Add Alternates

- a. OWNER reserves the right to accept or reject any add alternates to the lump sum base bid.
- b. Provide complete pricing to make application for a Conditional Letter of Map Revision (CLOMR) if it is deemed necessary for this project.

\$ 6,000

- c. Provide complete pricing to make a request a Letter of Map Revision (LOMR) if it is deemed necessary for this project.

\$ 12,000





CERTIFICATE OF LIABILITY INSURANCE

ELEME-2

OP ID: TD

DATE (MM/DD/YYYY)

04/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GCH Insurance Group 2250 Thunderstick Dr Ste. 1104 Lexington, KY 40505 Jerry Catlett	CONTACT NAME: Jerry Catlett PHONE (A/C, No, Ext): 859-254-1836 E-MAIL ADDRESS: jerrycatlett@gchinsurance.com	FAX (A/C, No): 859-226-0277
	INSURER(S) AFFORDING COVERAGE	
INSURED Element Design PLLC dba M2D Design Group 400 Old Vine St Ste 206 Lexington, KY 40507	INSURER A: The Hartford	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		33SBAUD1994	11/06/2014	11/06/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		33SBAUD1994	11/06/2014	11/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Design Services for Idle Hour Park Improvements #11-2015
Additional Insured with respects to General Liability:
 Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest

CERTIFICATE HOLDER**CANCELLATION**

LEXFAYU Lexington Fayette Urban Cty Government Room 338 Government Center 200 E. Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE LEXFAYU
INSURED'S NAME Element Design PLLC

ELEME-2
OP ID: TD

PAGE 2
Date 04/20/2015

Additional Insured with respects to General Liability:
Lexington-Fayette Urban County Government, its elected and appointed
officials, employees, agents, boards, consultants, assigns, volunteers and
successors in interest



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DATE (MM/DD/YYYY)

04/20/2015

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PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 E-MAIL ADDRESS: FAX (A/C, No): 502-244-1411													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Element Design, LLC 400 Old Vine Street Suite 206 Lexington, KY 40507														

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$	
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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			DPS9714852	07/01/2014	07/01/2015	Per Claim	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Design Services for Idle Hour Park Improvements
 LFUCG RFP #11-2015

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
 Room 338, Government Center
 200 East Main Street

 Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2015

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PRODUCER Clint Conrad 201Ruccio Way Ste 120 Lexington, KY 40503 	CONTACT NAME: Donella Elliott PHONE (A/C, No, Ext): 859-276-4366 FAX (A/C, No): 859-278-4267 E-MAIL ADDRESS: donella@clintconradstatefarm.com													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td style="text-align: center;">25143</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Fire and Casualty Company	25143	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Design Services for Idle Hour Park Improvements
 LFUCG RFP#11-2015

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Room 338, Government Center 200 East MainSt Lexington KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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