

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 11, 2019 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and JRA, Architects (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of construction documents for a new restroom building in Woodland Park as contemplated in the **OWNER**'s Request for Proposal No. 37-2018. 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. 37-2018.

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. 37-2018 (Exhibit "A") and Consultant's Response dated November 26, 2018 (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. 37-2018 (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, energy modeling, 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. 37-2018 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. Completion of construction documents and detailed cost estimate is expected on or about May 1, 2019.
- 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>Total Cost of Services Below:</u>	\$19,600
1. Site Plan & Existing Building Plan/Report	\$ 2,400
2. Program Development & Schematic Design	
a. 50% Schematic Design	\$3,600
b. 100% Schematic Design	\$3,600
3. Final Report: Phasing Recommendations & Cost Estimates	
a. 50% submission	\$3,600
b. 100% submission	\$3,600

Unit Pricing

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

<u>TITLE/SKILL LEVEL</u>	<u>HOURLY RATE</u>
Principal Architect	\$175.00 / hr.
Senior Architect (Graduate Architect with 20+ years experience)	\$150.00 / hr.
Senior Designer (Graduate Architect with 20+ years experience)	\$150.00 / hr.
Architect Level III (Licensed Architect with 10+ years experience)	\$140.00 / hr.
Architect Level II (Licensed Architect with 8+years experience)	\$130.00 / hr.
Architect Level I (Licensed Architect with 5+ years experience)	\$120.00 / hr.
Intern Level III (Graduate Architect with 3-6 years experience)	\$110.00 / hr.
Intern Level II (Graduate Architect with 2-3 years experience)	\$85.00 / hr.
Intern Level I (Graduate Architect with 0-2 years experience)	\$75.00 / hr.
Office Support Staff	\$70.00 / hr.
Fabrication Manager	\$125.00 / hr.
Fabrication Shop	\$55.00 / hr.

Reimbursables

8.5 x 11/14

Black & white	\$0.10 / ea
Color prints	\$1.00 / ea

11 x 17

Black & white	\$0.25 / ea
Color prints	\$2.50 / ea

Large format plotting (in house)

Bond copy	\$1.00 / sq ft
Rendering	\$6.00 / sq ft
All other large format plotting	Negotiated

Mileage Current published IRS rate at the time of billing Varies

Other Reimbursables (Including consultants) Cost + 10%

- 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%.

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 Statues.

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. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 37-2018 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:

Linda Gorton
Linda Gorton
Mayor

CONSULTANT:

[Signature]
D. ROBERT DEAR
JWA ARCHITECTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2019

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 The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C No. Ext): 502-244-1343 FAX (A/C No): 502-244-1411	
	E-MAIL ADDRESS:	
INSURED JRA, Inc. 3225 Summit Square Pl, Ste 200 Lexington, KY 40509	INSURER(S) AFFORDING COVERAGE NAIC#	
	INSURER A: Sentinel Insurance Company Ltd 11000	
	INSURER B: Trumbull Insurance Company 27120	
	INSURER C: XL Specialty Insurance Company 37885	
	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	ADDITIONAL SUBROGATION	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		33SBABK6837	07/12/2018	07/12/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HCPD		33UECKP1502	07/12/2018	07/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		33SBABK6837	07/12/2018	07/12/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	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 <input type="checkbox"/> N/A	33WECBF6393	07/12/2018	07/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9926799	06/18/2018	06/18/2019	Per Claim 2,000,000 Aggregate 2,000,000

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

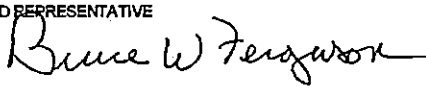
CERTIFICATE HOLDER Lexington Fayette Urban County Government 200 East Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 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

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #37-2018 Architecture & Engineering Services for New Restroom Building at Woodland Park** 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 **November 26, 2018**.

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 #37-2018 Architecture & Engineering Services for New Restroom Building at Woodland Park If mailed, the envelope must be addressed to:

Todd Slatin – 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.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) 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 LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

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:

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 15%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 15%
4. Familiarity with the details of the project. 10%
5. Degree of local employment to be provided by person or firm. 20%
6. Estimated cost of services. 20%

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____ / _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



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

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

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

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

 Company

 Company Representative

 Date

 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that 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. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT 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	\$100,000.00
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. 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.
- e. 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.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of 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

CONSULTANT 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.

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**Request for Proposals
Woodland Park Restroom Building Design**

The LFUCG is requesting proposals for architectural/engineering services to design a new restroom building for Woodland Park, located at 601 East High St., Lexington, KY. The new restroom is anticipated to be approximately 2,000 Square feet with two toilets and one lavatory in the Women's side and one toilet, one urinal and one lavatory in the Men's side. Additional area shall be designed for occasional, temporary concession and/or storage.

A. Scope of Work

1. Site Plan

The Owner shall supply a topographic survey of the building site (done by a licensed surveyor of Owner's choice) and provide an electronic copy to the selected Architect/Engineer at the initiation of the project. The Architect/Engineer shall be responsible for field verifying all data provided and including this in the project documents.

2. Meetings and Milestones

The Consultants shall be expected to attend 4 meetings with Park and Recreation staff for project kick-off and plan review meetings at 50%, 75% and 100% completion. Additionally, the Consultant shall attend one (1) community meeting with Parks staff to present the two schematic design exterior options in order to solicit community input and feedback. If additional community meetings are necessary, compensation shall be negotiated using hourly rates.

3. Schematic Plans

The new restroom is anticipated to be 2,000 square feet or less with two toilets and one lavatory in the Women's side and one toilet, one urinal and one lavatory in the Men's side. Additional area shall be designed to accommodate occasional, temporary concession and/or storage. The roof shall be specified as standing seam metal.

The Consultant shall provide section or perspective drawings or photo-simulations of two (2) different exterior building appearance schemes. The first should be traditional architectural styling to blend with the surrounding neighborhood using brick and cementuous plank siding. The second should utilize more modern, very durable exterior materials that respond to the local arts scene that surrounds this park in the neighborhood. The Owner will select one of the two schemes to serve as the basis of design for the project and the Consultant will develop that scheme in the final construction documents.

4. Approvals and Permits

The Consultant shall include in the scope of work all time, work and meetings required to obtain necessary approvals and permits for the construction of a new restroom building in the park. This may include, but is not limited to, Historic Preservation approval, verifying availability of new utility services, LFUCG plan review, etc.

5. Construction Documents

The Consultant shall develop detailed construction documents including drawings, details, sections, etc. and all appropriate technical specifications so that the project can be bid. Work in this phase shall include meetings with all regulatory agencies required to obtain approval of the construction documents prior to bid (if applicable). The Division of Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid with the exception of Special Conditions and Technical Specifications which shall be provided by the Consultant.

6. Cost Estimates

Using approved schematic plans, the Consultant shall develop an initial estimated construction budget detail breakdown for Owner's review to demonstrate that the project can be built within the available budget.

7. Construction Administration

Once a contractor has been selected, the Architect will be expected to attend a pre-construction meeting to review and approve initial submittals or shop drawings. While Parks and Recreation staff shall perform routine site inspections, the Architect shall be expected, at a minimum, to attend regular progress meetings, critical site inspections (footer, roof, rough-in, etc.), as well as any "trouble-shooting" during construction. Throughout the duration of the construction, the Architect shall be required to review and approve submittals, review and certify applications for payments to the prime contractor and facilitate preparation of final record drawings, warranty follow-up and project closeout.

8. Deliverables

The Consultant shall provide one (1) full set of the construction documents in PDF format for reproduction at Lynn Imaging for bidding purposes. Additionally, the scope shall include assisting the Division of Parks & Recreation with Bid Administration. At minimum, this includes responding to technical questions during bid period, preparing addendum, approving alternates, attending pre-bid meeting and evaluating bids received.

B. Project Timeline

Construction documents must be ready for bid no later than March 1, 2019. Bidding shall commence immediately following completion of construction documents but construction cannot begin until after August 2019.

C. Selection of Consultant

Consultant will be selected based on the following criteria:

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 15%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule. 15%

- 4. Familiarity with the details of the project. 10%
- 5. Degree of local employment to be provided by person or firm. 20%
- 6. Estimated cost of services. 20%

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of elected officials, Urban County Government staff and community representatives will evaluate the proposals.

Form of Proposal

Phase I Design Services	Lump Sum Fee
1. Site Plan & Existing Building Plan/Report	\$
2. Program Development & Schematic Plans	\$
50% Schematic Design	\$
100% Schematic Design	\$
3. Phasing Recommendations & Cost Estimates	\$
Total	\$

Hourly Rates - please attach schedule of hourly rates for any unanticipated, additional work

EXHIBIT B

LFUCG
Request for Proposal
#37-2018

Architecture & Engineering Services for New Restroom Building at Woodland Park

November 26, 2018



3225 Summit Square Place, Suite 200
Lexington, KY 40509
859.252.681
www.jrarchitects.com

elementdesign

366 South Broadway
Lexington, KY 40508
859.389.6533
www.element-site.com



Section 1. Cover Letter & Contact Information

Section 2. Team Qualifications

Section 3: Team Experience & References

Section 4: Team Organization & Key Personnel

Section 5: Ability to Meet Owner's Established Timeline

Section 6: Design Services Budget & Hourly Rates

Section 7: Proposed Project Approach

Section 8: Appendix: Additional Information
 Appendix A Forms
 Affidavit
 Affirmative Action Plan & Equal Opportunity
 Agreement
 Work Force Analysis Form
 Firm Submittal Page
 LFUCG MWDBE Participation Form
 LFUCG MWDBE Substitution Form
 LFUCG MWDBE Quote Summary Form
 LFUCG Subcontractor Monthly Payment Form
 LFUCG Good Faith Efforts
 General Provisions
 KY Permit & Registration



Section 1. Cover Letter

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

Mr. Slatin:

The construction of a new restroom & concessions facility at Woodland Park presents an opportunity to provide the public with a structure that is functional and durable, but also a structure that integrates itself into this beautiful park, historic urban neighborhood, and reflects the character of Woodland Park and the arts community. We believe it will take a very creative and experienced team with different areas of expertise to realize the greatest potential of this project and its place within the Park.

Our team is the association of site and building design experts, JRA Architects and Element Design, pursuing this project as an opportunity to design this new gateway facility with a holistic approach that integrates structure with its beautiful landscape and vibrant neighborhood. Our firms will work together with you to explore options and opportunities for this new facility and present those to the public. Having years of experience with LFUCG Parks and Recreation, Element will take the lead in project management while JRA will provide lead design for the building. Our two firms have worked together extensively and have several current projects together, including Tyler Park in Louisville, which has a very similar arrangement of scope and services. We find that Element's expertise in park and public design blends very well with JRA's facility experience; further, we enjoy working together and seek out opportunities like this project to put our creative team to use.

In addition, we also believe the management of this project over the next year and potentially beyond will require a prime consultant that is present and responsive to you, understands the process and has a good rapport with LFUCG and Parks & Recreation staff and is able to deftly coordinate and manage the many aspects of the project- coordination with and listening to project Stakeholders and community members, creative design, engineering, permitting, managing design schedule and keeping the project on budget. These are all project tasks at which Element Design excels, and we are very excited by the prospect of tackling this exceptional project with you.

Our Team

JRA Architects

Colin Drake, Principal in Charge for our architecture design team, blends creativity with a wealth of experience across a broad variety of project types. Colin has expertise in both contemporary and historical building projects, and is the lead architect for the Tyler Park project in Louisville, designing a very similar facility to serve this historic park in an urban context.

Tim Graviss, Project Architect, will manage the day to day architectural scope of the project. Tim also brings a variety of project type experiences with him, including historic renovations and public facility work. Tim is currently the Project Architect for the Henry County Courthouse renovation and addition, with Element Design

Bryan Nichols, BIM Specialist, will work with Colin and Tim to model and render the proposed facilities and provide production assistance to make sure the project remains on schedule for a late winter, 2019 bid.



elementdesign

Section 1. Cover Letter

Element Design

Ramona Fry, RLA, LEED AP BD+C will serve as **Principal in Charge** for our site design team and will facilitate much of the project management. She has recently been the project manager for several recent LFUCG projects, including the renovation of the Jacobson Park Playground, Masterson and Jacobson Park spraygrounds and Family Care Center Courtyard Restoration and has extensive experience working with LFUCG and Parks in particular.

Billie Motsch, Landscape Designer, will serve the team as the Landscape Designer and assist with production of project documents. She has worked on several recent LFUCG projects and is highly skilled at the development of Construction Documents and details, as well as construction administration. Billie is extremely talented and dedicated, and has proven to be a client favorite on any project she's been involved with.

Derek Motsch, PE, will serve as our **Project Civil Engineer**. Derek is a registered Civil Engineer with over 10 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He has worked on a wide variety of projects in Lexington, including the recent Lexington Police Canine Facility.

Experience

Element has years of experience working for LFUCG and on projects within Fayette County and have recently completed site design and engineering services for the Shillito Park Playground Renovation, Jacobson Park Playground renovation, new Jacobson and Masterson Station Park spraygrounds, Masterson Hills Trails, Lower Cane Run Wet Weather Storage Facility Architectural & Site Improvements and Idle Hour Park improvements to name a few. We believe our existing working relationship with LFUCG and Parks in particular, combined with our team's knowledge of the existing site conditions, local regulatory experience, and the project management ability needed to work with you to coordinate community participation, generate creative design solutions and stay on schedule and within your project budget. JRA is one of the oldest and most prestigious architectural firms in the state with decades of experience in public and institutional work and have shaped much of the landmark buildings of our downtown and across Lexington.

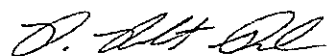
Why Choose Us?

Experience & Expertise - Our team includes great, recent experience working with LFUCG, working with Parks & Recreation and tremendous experience in the design of park and recreational facilities. JRA and Element also pride ourselves on Client service and being great listeners and communicators to help bring our design expertise and your vision and goals to reality.

Creativity - We love a challenge. We love to work with multiple stakeholders, and challenge our perspective and creativity to truly stretch the vision for this project and how it can serve the community.

Passion - . We are particularly passionate about 'small' projects with the greatest potential to impact our community. The unique ability to design places that improve the quality of life and create fun, imaginative public spaces across a community is absolutely, why we do what we love. Element and JRA have come together to be partners in this project as we share this passion for public work and truly enjoy working together.

We sincerely appreciate the opportunity to provide you with our qualifications for this unique and exciting project. If you should require any additional information, please feel free to contact us at the numbers given below.



Rob Deal, AIA
Principal / President JRA Architects
3225 Summit Square Place
Lexington, Kentucky 40509
P: 859.252.6781
www.jrarchitects.com



Ramona Fry, RLA, ASLA, LEED AP
Principal, Element Design
366 South Broadway
Lexington, Kentucky 40508
P: 859.389.6533
www.element-site.com



elementdesign

Section 2. Team Qualifications

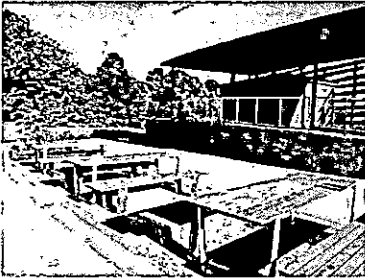


This new facility at the heart of Woodland Park represents a great opportunity to embody the spirit of the neighborhood and this unique urban park. The historic context, the beautiful landscape and the unique arts identity of Woodland Park all call for a carefully, creatively designed focal point that serves the program, but also provides a set piece that serves as a beacon for the Park. It is critical that the design team approach this project understanding that importance, and with a willingness to view the proposed building and its setting harmoniously. We believe we have assembled such a team, marrying expertise and artistic approach to architecture, landscape and site design in a team that is also well known for our ability to truly listen and work in collaboration with our clients.

We believe it is key to the success of the project to have a primary contact and project manager who is local, available, and with a proven track record of work with LFUCG and with the Division of Parks and Recreation. Element Design will manage much of the project coordination and our project manager, Ramona Fry, has a proven track record of management for LFUCG and with Parks. This experience is critical to meet and exceed your expectations and the schedule you have set forth in your RFP.



We also believe it is key to have an architectural partner in this project who has a wealth of experience in public facility design, has recently designed similar projects and with whom we have an excellent working relationship. Like Element, JRA works at a wide variety of project scales, but takes great pride in those small, special projects that really make an impact on our community.



JRA Architects will serve as lead designer for the project, providing design options for the building, architectural renderings, leading public facilitation. They will also serve as the architect of record, developing the construction documents for the building, providing associated permitting, cost estimates and field contract administration during building construction.

Element Design will serve as project coordinator and provide all site design and engineering for the project. Element's services will include overall project coordination and guide team communication, assessment of the existing site and facilities, assist with public / community participation, landscape and site design, civil engineering, development of contract documents, cost estimating and project phasing.



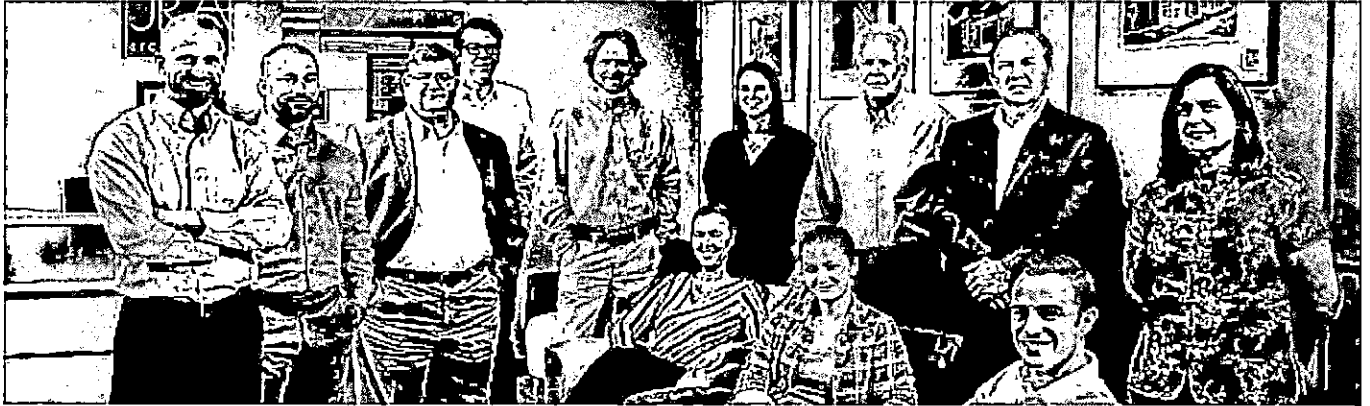
Our combined experience on similar projects, work with LFUCG, and working together makes our partnership an ideal team for this special project, working together in collaboration with you to realize the great opportunity it presents for Woodland Park and the greater community.



elementdesign

FIRM

ORGANIZATION



OWNER

D. Robert Deal, AIA, LEED AP
President

JRA Architects is managed by D. Robert Deal, a registered architect and a member of the American Institute of Architects. The owners constitute a Board of Directors which sets the general direction and policies for the organization. The firm is managed by:

D. Robert Deal, AIA, LEED AP
Mark E. Trier, AIA
Vincent J. Vetter, AIA
Timothy Graviss, AIA
David R. Russell
Michael J. Nett, AIA
Steve Wiser, AIA
Tammy Durrum
Colin Drake, AIA

President
Past President
Principal
Senior Associate
Associate
Associate
Associate
Associate

The staff currently numbers twenty-eight in both offices; of that total thirteen are registered architects.

This organization format offers a very simple but effective structure. From project inception through completion and follow-up, responsibilities and communication lines are clear-cut.

Each new project is assigned to at least two members of the staff, a project manager and a project architect. The project manager has overall responsibility for the coordination and direction of the project. Usually, the same project manager works with a particular client for all of their work. Day-to-day production is directed by the project architect. Other production staff is assigned according to the nature of the project and the manpower necessary to meet the schedule. After bidding, a third member of the JRA team is assigned to visit the job site regularly throughout construction, while the principal-in-charge maintains client contact through completion of the project.



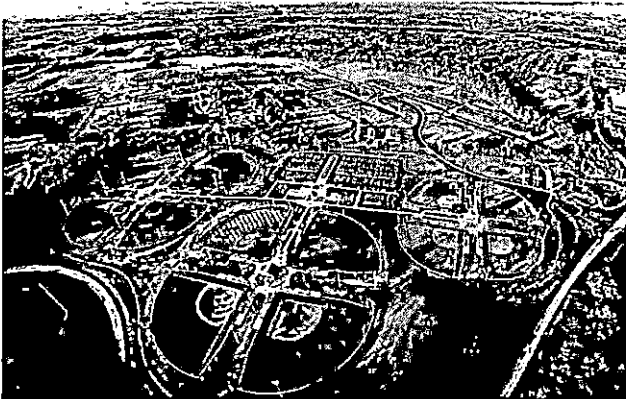
Section 2 Team Qualifications

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. We firmly believe that site design has the greatest capacity to transform and create community by providing thoughtful, functional and beautiful places for us to live, play and interact and come to know each other. Element specializes in the design of parks and recreational projects; they are our favorite projects and our passion as designers who highly value community. Our experience with LFUCG and the Division of Parks and Recreation is significant and truly been among our most valued design experiences.

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 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
- 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



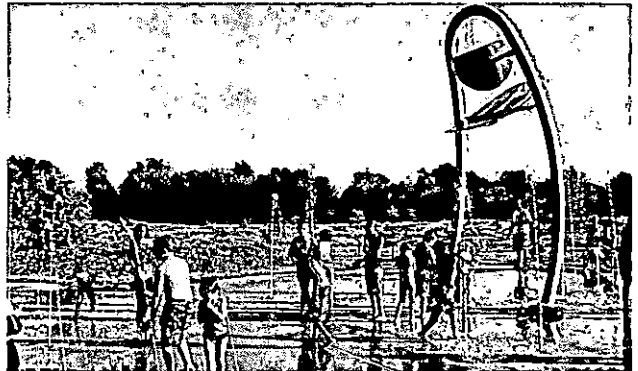
Elizabethtown Sports Park



University of Kentucky Children's Garden



Jacobson Park Playground



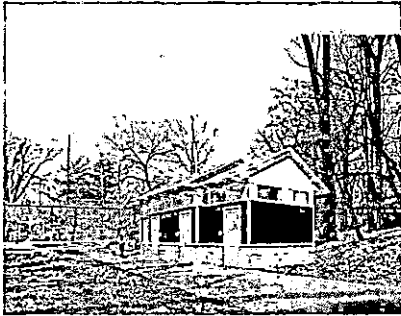
Masterson Station Park Sprayground

elementdesign

Section 3. Team Experience & References

Team

Recent Relevant Project List & References



Tyler Park Master Plan Phase I Implementation- Element/JRA

Cost: \$1,000,000

Assessment of previous Master Plan for this Olmsted Park in Louisville with development of final design and construction documents, including new restroom facilities, playground, sprayground and tennis court updates.

Jason Canuel - Assistant Direction, Louisville Parks and Recreation
502.574.6086

Meadowview Funeral Pavilion - JRA

Cost: Pro Bono design

JRA provided a pro bono design for this remarkable partnership between Louisville's coroner, parks district and several local high schools as part of their program providing memorial service and burial for those who do not have means. The elegant structure uses simple materials and details to provide an affordable but very memorable structure.

Buddy Dumeyer
502.574.6262



Jacobson Park and Masterson Station Park Spraygrounds - Element

Cost: \$1,040,000

Design and construction for spraygrounds at two separate parks in Lexington. The project bid within Element's estimate and is currently being completed. The Jacobson Park site included construction of a new restroom facility to serve the sprayground and adjacent playground.

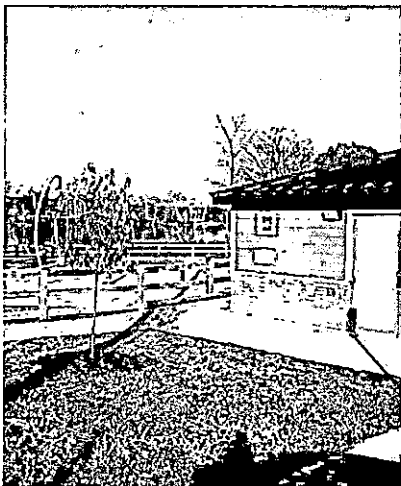
Michelle Kosieniak, Superintendent of Planning & Design
LFUCG Parks & Recreation
859.288.2982

Elizabethtown Sports Park - Element

Cost: \$ 29M

A 24 field, 158 acre, multi-sport tournament complex that included seven separate restroom and concessions buildings and two stand alone restroom facilities; the project bid under budget and was completed on schedule.

Ed Poppe, Director
Elizabethtown Planning & Development
270.765.6121



Family Care Center Courtyard Restoration & Accessibility Project - Element

Cost: \$ 300,000

This project was completed in spring, 2018, on schedule and without any change orders. Element pushed design to beat LFUCG's design schedule and be out to bid one week early.

Chris Litton, Project Program Manager, LFUCG Department of General Services
859.258.3932

Louisville Tyler Park Restroom Pavilion PROJECT



PROJECT DATA

Owner:
Louisville Metro Parks
1297 Trevilian Way
Louisville, Kentucky 40213
Jason Canuel
502/574-7275

Project Type:
New

Date:
Expected completion 2019

Project Size:
525 s.f.

Construction Cost:
\$250,000

Tyler Park, one of Louisville's famed Olmsted parks, is the beloved heart of a thriving urban neighborhood. Over its life the park has received incremental modifications that deviated from the park's original intent as a collection of active and passive site elements, dramatically separated by the rough hewn stone Baxter Avenue bridge.

JRA partnered with Element Design to develop a new restroom facility that would improve security, reduce the built footprint on the event lawn, and better reflect the design legacy of the surrounding neighborhood. The solution is a stone, siding, and metal roof composition that fronts the historic oval path. A new, consolidated playground will site beside the building to afford families convenient access to the restrooms, while an inconspicuous service room houses the spray ground equipment. Massing and detailing were drawn from surrounding historic homes, while the stone cladding alludes to the landmark viaduct.



Bardstown Farmers Market and Pavilion PROJECT



PROJECT DATA

Owner:
City of Bardstown
220 North Fifth Street
Bardstown, Kentucky 40004
502/348-5947

Project Type:
Restoration/New

Completion Date:
2006

Project Size:
9,350 s.f.

Construction Cost:
\$500,000

The farmer's market is a urban infill project in one of Kentucky's most historic cities. The project consists of a 9,350 square foot, one story, open air pavilion with an adjoining two story structure housing support functions. The design and function of the structure was required to adapt to various community events as well as accommodate expansion in the future.

The street front building's masonry detailing was informed by the historic general store dating back to 1896 that previously stood on the site. Where possible, traditional masonry methods were implemented, most notably in the double wythe bearing masonry arches. The pavilion's heavy timber framing and plate steel gussets create a facility appropriate to its historic context, while allowing greater structural spans to minimize market space obstructions. Immediately inside the street entrance are a stage and flagstone paved gathering area intended to be used for local meetings, demonstrations, performances, and festivals. Public restrooms are also provided as part of the building.



Meadowview Funeral Pavilion

PROJECT



PROJECT DATA

Owner:
Jefferson County Coroner
810 Barret Avenue, 7th Floor
Louisville, KY 40204
Buddy Dumeyer
502/574-6262

Project Type:
New

Completion Date:
2010

Project Size:
151,158 s.f.

Construction Cost:
Pro Bono

AIA Kentucky Honor Award

Metro Louisville's coroner, in partnership with the park district and several local high schools, established a remarkable program that offers a non-denominational memorial service and burial to the homeless and those without adequate means. No member of this community is ever laid to rest alone, as student volunteers serve as pall bearers year round. Surviving on only minimal government investment and private donations, the program had outgrown a previous indigent cemetery and shifted to a more prominent neighborhood location that sought a civic presence. A pro bono collaboration of designers and builders utilized 100% donated, off the shelf materials to assemble a shelter that celebrates daylight yet strives to remain introspective.

Components were assembled to minimize construction waste and facilitate easy repair. By inverting the more traditional gabled roof and incorporating light-diffusing glass, sunlight floods the underside of the structure and gives users a more direct, symbolic connection to the sky, while rainwater cascades into a drywell at the far end of the building. The casket stand is centered beneath the roof to allow concelebrants to gather on all sides, further reinforcing the program's mission that regardless of a person's circumstance in life, everyone deserves to be shown respect in death.

Hermitage Farm PROJECT



PROJECT DATA

Owner:
Confidential

Design Competition:
2020

Project Budget:
\$1,500,000

Project Type:
Recreational

Nestled in the rolling hills of a historic horse farm, this unique bourbon destination will offer visitors a one of a kind experience. Kentucky's rich tradition in horses, food, agriculture, and bourbon will all be on display in a single location, spread across a legendary and picturesque horse farm. Visitors will pass thoroughbred foals, a nationally registered historic mansion, and several repurposed traditional barns on their way to the new storage and tasting house. The facility will be a repository of a diverse cross section of Kentucky's bourbon distillers, and will offer premium personal tasting experiences along with the more conventional tourist opportunities.

The building is set to be a rack supported traditional barn form clad with painted wood and metal roofing. The center of the building will carve away the racks to shape an intimate gathering space for tasting experiences, enveloped by barrels on all sides.



Breckinridge Co. Farmers Market Concept PROJECT



PROJECT DATA

Owner:
Breckinridge County Extension
Service
1377 Hwy. 246 South
Hardinsburg, Kentucky 40143

Project Type:
New

Completion Date:
N/A

Project Size:
5,000 s.f.

Construction Cost:
\$500,000

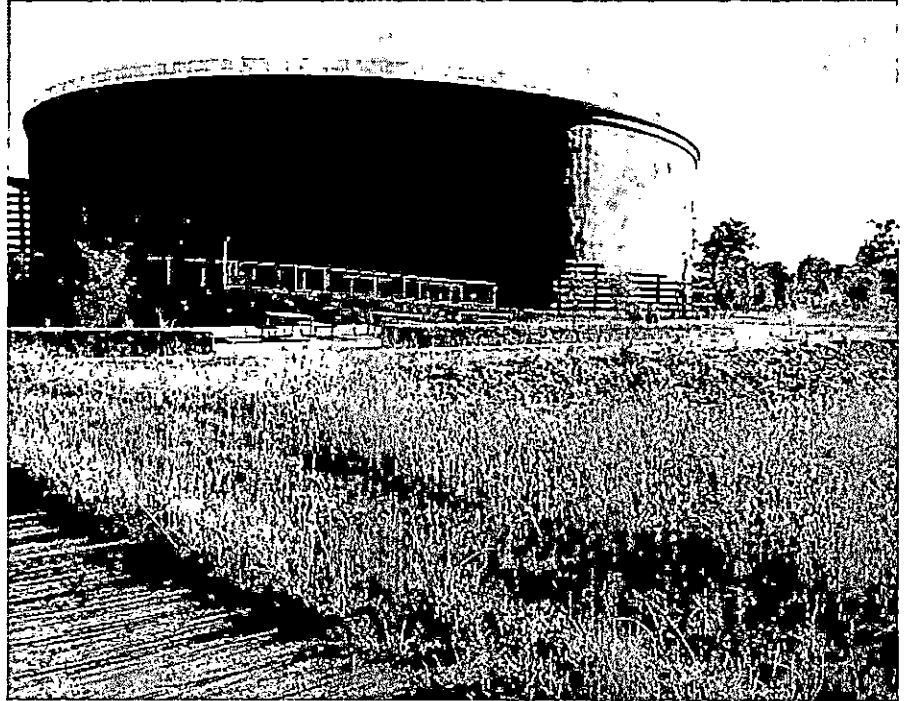
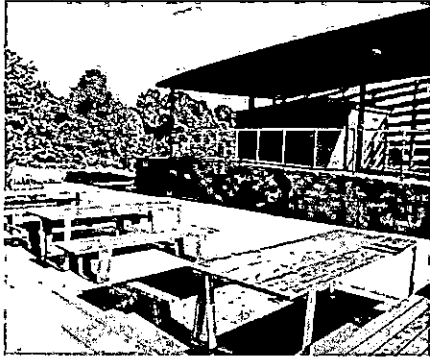
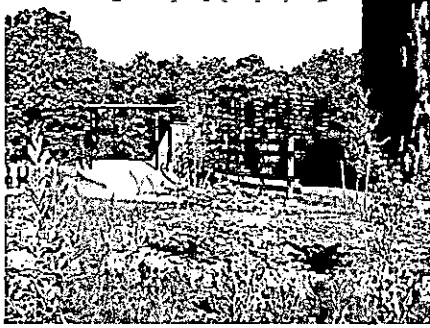
The proposed design for the Breckinridge County Extension Service new Farmers Market and Pavilion required a solution that required the structure to adapt to various community events as well as accommodate expansion in the future.

The design required the building to contain a minimum of 14 vendor bays that would permit the vendors to drive their vehicles into the pavilion and showcase their wares to the public. This structure had to be flexible in its design to adapt to a variety of uses which included local meetings, demonstrations, performances, and festivals. A separate demonstration kitchen and public restroom are also included in the design. A center ridge skylight allows for natural light to enter the core of the facility while minimizing the reliance on artificial light.

By using smart and flexible design strategies, this pavilion allows for numerous events by the public at a cost that is very affordable.



Section 3. Team Experience



Lower Cane Run Wet Weather Storage Lexington, Kentucky

Client:
Lexington / Fayette Urban
County Government

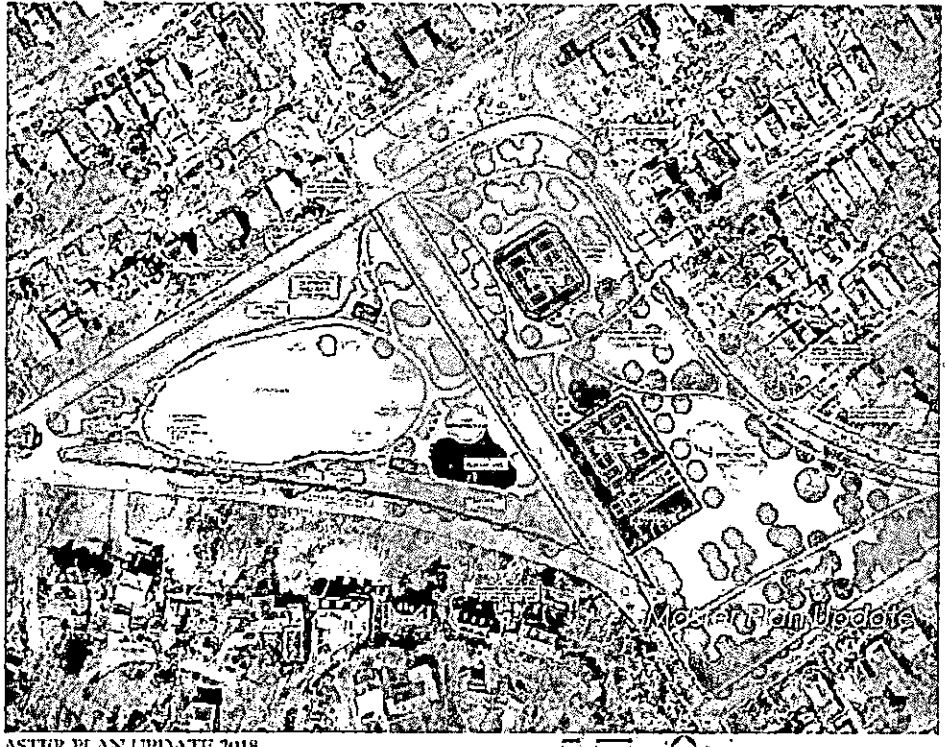
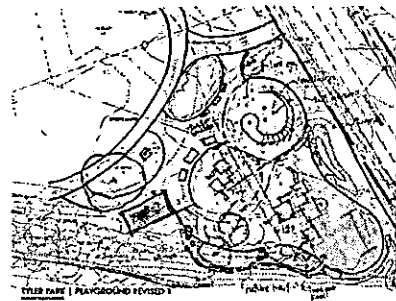
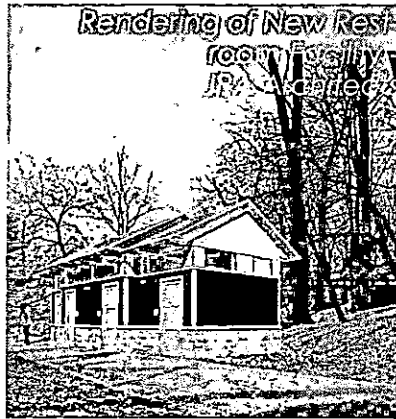
Client Contact:
Vernon Azvedo
LFUCG Division of Water Quality
859.425.2438

Element Design served as the landscape architect / site designer of record for the development of a new rest plaza at the site of a 10 million gallon wet weather storage tank along the Legacy Trail within Coldstream Park. The size and mass of the tank along a key part of the Legacy Trail corridor called for architectural / landscape interventions to help mitigate the impact of the tank on the Trail and Coldstream development, while providing new Trail user amenities and educational opportunities.

Scope:

- Work with national design firm Scape to develop cost opinions on design alternatives and present concepts to the public and stakeholder groups
- Developed schematic design plans into final construction documents and details for the architectural and landscape enhancements and provide construction administration services
- Details for Trail amenities include new restroom facilities, custom canopy, plaza, selection of furnishings and finishes, custom corten steel screen wall details, native landscape plantings and rain garden development.

Section 3. Team Experience



Tyler Park Master Plan Update and Phase 1 Implementation Louisville, Kentucky

Client:
Louisville Metro Parks

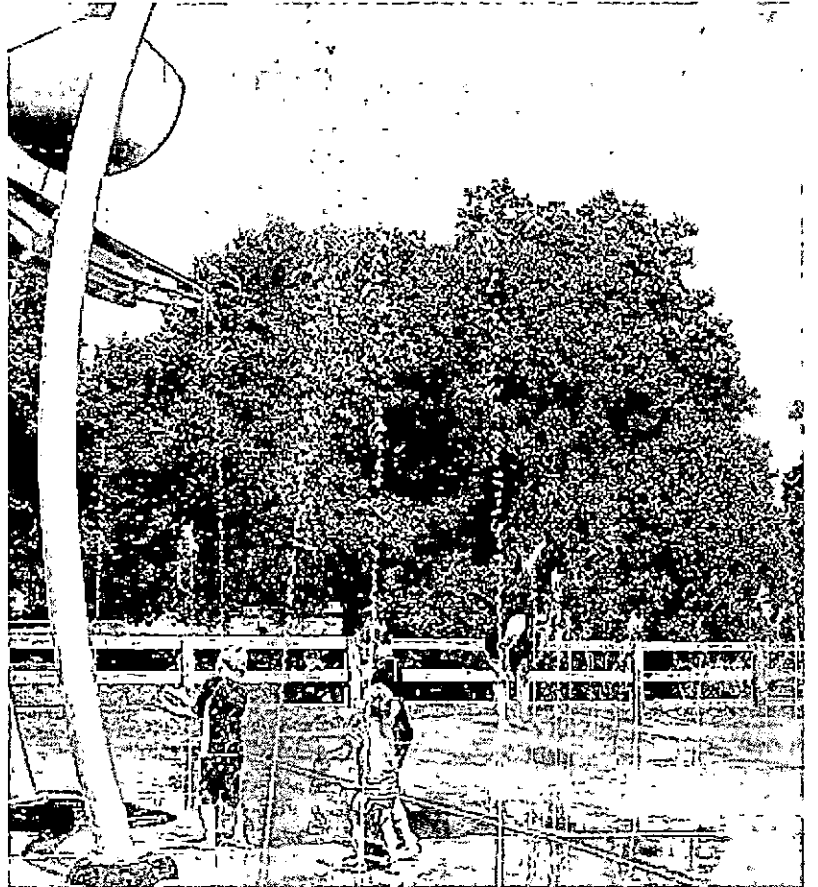
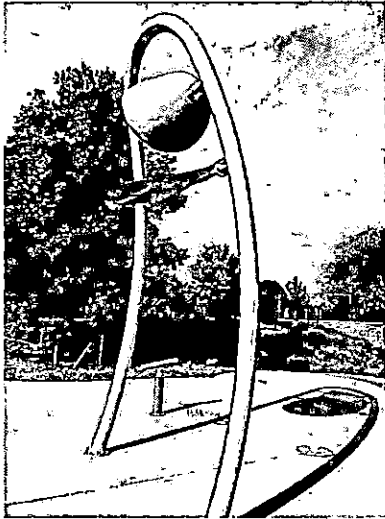
Client Contact:
Jason Canuel
Assistant Director
502.574.6068

Tyler Park is an historic Olmsted Brothers Park in Louisville. Several of the features from the original Olmsted Brothers master plan remain in the park, such as the oval lawn, tennis courts and some of the original trail paths. Over time, additional amenities have been installed that provide service to the community, but are not in keeping with the historic plan.

Scope:

- Review and update the 2009 Tyler Park master plan in accordance with current program needs and the desire to
- Design in accordance with the Secretary of the Interior's Standards for Rehabilitation of this historic site. Restore and respect historic plan elements and park uses, while providing for modern amenities that serve the public within the context of historic elements of the park.
- Restore the intent of the event lawn from the original Olmsted Brothers plan, while relocating the useful amenities (playground, sprayground, sport court) that have infringed on it.
- Assess current landscape and trees to help restore the intent of the original landscape plans.
- Provide improved ADA accessibility throughout the park.
- Collaboration with JRA Architects, designing new restroom facility to replace the existing park structure.

Section 3. Team Experience



Jacobson Park Sprayground Lexington, Kentucky

Client:
LFUCG Division of Parks &
Recreation

Client Contact:
Michael Johnson,
Deputy Director of Enterprise
LFUCG Parks & Recreation
Phone Number: 859.288.2900
Cost: \$ 600,000

Design for a new 3,000 square foot public sprayground facility for LFUCG Parks. Design services included site planning, full construction documents, cost estimating and contract administration. The project scope also included a new restroom building that also provided the housing for all of the sprayground mechanical equipment, new walkways and sprayground amenities, added parking and landscape design. The design for the sprayground included a central feature and multiple types of sprayers to provide a variety of experiences for all ages. The project bid just below estimate and was completed late fall, 2017, for a spring, 2018 opening.

Scope:

- New restroom building with family style bathrooms and mechanical room to house of the sprayground pumps and equipments
- New 3,000 SF sprayground with recirculating water system.
- Fully design services from conceptual design, construction documentation, and construction administration.
- New sidewalk connections to existing parking, playground and other park amenities
- Expansion of existing parking

Section 4. Team Organization & Personnel

Lexington Fayette Urban County Government



Restroom Design & Team Coordination
_Facilities Assessment
Guide Public Facilitation
Restroom Design & Construction Documents
Restroom Models / Images
Historic Preservation Review
Building Permitting

Colin Drake – AIA, LEED AP BD+C
Principal in Charge

Tim Graviss – AIA
Project Manager

Brian Nichols
BIM / Production Assistance

elementdesign

Site / Civil Design & Engineering & Team Coordination

Site & Facilities Assessment
Assist Public Facilitation
Landscape Architecture/Site Design and
Construction Documents,
Civil Engineering
Project Civil Permitting

Ramona Fry, RLA, ASLA, LEED AP BD+C
Principal in Charge - Project Manager

Derek Motsch, PE - Project Engineer

Billie Motsch - Landscape Designer

Section 4. Team Organization & Personnel

MEADOWVIEW FUNERAL PAVILION

TYLER PARK RESTROOM PAVILION

LOUISVILLE METRO INTERMODEL
TRANSIT CENTER

HERMITAGE FARM

LOUISVILLE FREE PUBLIC LIBRARY
SOUTH CENTRAL REGIONAL
BRANCH

LOUISVILLE FREE PUBLIC LIBRARY
SOUTHWEST REGIONAL BRANCH

LOUISVILLE FREE PUBLIC LIBRARY
NORTHEAST REGIONAL BRANCH

UNIVERSITY OF LOUISVILLE EKSTROM
LIBRARY RENOVATIONS

BRESCIA UNIVERSITY LIBRARY
RENOVATION

JCPS EASTERN HIGH SCHOOL
ADDITION/RENOVATION

JCPS GREENWOOD ELEMENTARY
SCHOOL NEW MEDIA CENTER

COLIN DRAKE, AIA, LEED AP

Position in the Firm: Principal

Project Role: Principal-in-Charge



REGISTRATIONS AND CERTIFICATIONS

- Registered Architect: Kentucky #5994
- LEED Accredited Professional 2008

EDUCATION

Bachelor of Architecture, Ball State University, 2001

Bachelor of Science in Environmental Design, Ball State University, 2001

Magna Cum Laude

EXPERIENCE

Mr. Drake serves as a project architect on numerous planning and design projects for JRA. He has experience on a variety of building types, working with owners and other team members to produce successful, award winning projects. His exceptional hand graphics and computer rendering abilities allow him to convey an early understanding of the program solution to our clients, and encourage collaborative refinement of design features. Mr. Drake has a passion for urban design and projects that are accessible to the public. His experience designing libraries, courthouses, schools, and churches has allowed him to explore how to successfully use architecture to engage visitors and improve the quality of life for a community.

Mr. Drake is JRA Louisville's Architectural Experience Program coordinator. He also serves as one of the firm's building information modeling managers, and led the firm's integration of energy analysis into our typical project approach.

Mr. Drake embraces the role of problem solving through every stage of the design and construction process. He seeks to understand the unique preferences of each project stakeholder, and strives to shape the finished building to reflect those qualities. He embraces the opportunity to work with clients, consultants, and contractors to refine the design through construction to deliver a client the most durable, economical, and beautiful solution.



Section 4. Team Organization & Personnel

BARDSTOWN FARMERS MARKET & PAVILION

MEADOWVIEW FUNERAL PAVILION

BRECKINRIDGE COUNTY FARMERS MARKET & PAVILION CONCEPT

LOUISVILLE WATER COMPANY FACILITY MASTER PLAN

LOUISVILLE WATER COMPANY PUMP STATIONS #2 & #3 RESTORATION

LOUISVILLE WATER COMPANY CHEMICAL BUILDING/LAB BUILDING FIRE SUPPRESSION/RENOVATION

LOUISVILLE WATER COMPANY GATEHOUSE & GATEKEEPERS HOUSE RESTORATION

FILSON CLUB HISTORICAL RENOVATION

DOWNTOWN CAMPUS JEFFERSON COMMUNITY COLLEGE

STATE OFFICE BUILDING RENOVATION

HENRY COUNTY JUDICIAL CENTER ADDITION/HISTORIC PRESERVATION

NELSON COUNTY JUDICIAL CENTER

STARKS BUILDING RENOVATION

L & N OFFICE BUILDING RENOVATION

LFPL SOUTHWEST REGIONAL LIBRARY

TIMOTHY L. GRAVISS, AIA

Position in the Firm: Senior Associate

Project Role: Project Manager



REGISTRATIONS AND CERTIFICATIONS

- Registered Architect: Texas #22967

EDUCATION

Architecture Major, University of Cincinnati, 1982

Fine Arts Major, Bellarmine College, 1992

Harvard Design School, Courthouse Design, 2000

Harvard Design School, Museum Planning & Design, 2001

EXPERIENCE

Mr. Graviss has developed his expertise in Civic design & planning and security, as well as historic preservation/restoration design through extensive professional training and the experience of numerous completed projects.

Mr. Graviss has served as project manager/designer on a variety of project types including historic restoration/preservation, judicial centers, parking structures, financial institutions, higher education, entertainment venues, corporate offices, elder care, and religious facilities. Mr. Graviss currently serves as the head of JRA's Historic Preservation/Restoration projects division as well as the corporate/civic design studio, a role which includes historic research, design, project management, site supervision, and client/contractor coordination. He strives for continual and clear communication with the owners and building end users, which helps facilitate successful projects.

He is a member of the Kentucky Society of Architects and American Institute of Architects. He is also an active member of the National Trust for Historic Preservation. His most recent preservation award is the 2015 Project of the Year for the Crescent Hill Reservoir Gate House Restoration from the American Public Works Association in Kentucky and southern Indiana, for Historic Preservation.



Section 4. Team Organization & Personnel

CITY OF PIKEVILLE - ENERBLU
NEW INDUSTRIAL BUILDING

UK MEDICINE CLINIC
RENOVATION

SALVATION ARMY THRIFT
STORE RENOVATION

ALICE LLOYD COLLEGE
CAMPBELL ARTS CENTER

ALICE LLOYD COLLEGE
WOMEN'S DORMITORIES

ARH HARLAN PHARMACY

HARDIN COUNTY SCHOOLS
LINCOLN TRAIL ELEMENTARY

MAGNOLIA BANK REMODEL
DIXIE AVENUE

ARH HAZARD RETAIL PHARMACY

PADUCAH INNOVATION CENTER

BRYAN CHICO NICHOLS

Position in the Firm: BIM Specialist

Project Role: BIM Specialist



EDUCATION

Bachelor of Arts in Architecture, University of Kentucky, 2014

Minor in Visual Arts, University of Kentucky, 2014

EXPERIENCE

Mr. Nichols is a capable and experienced architectural designer, with an extensive background in all phases of architectural production work. His experience includes total responsibility for working drawings, including mechanical, electrical, plumbing and structural, and coordination with consultants as required; observation of projects to assure compliance with contract drawings; preparation of color renderings of projects for public relations purposes; complete working knowledge of construction methods, building materials and their use in conjunction with new construction, renovation alterations, and remodeling. He is thoroughly familiar with a number of different building types, including governmental and recreational facilities.



Section 4. Team Organization & Personnel



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

Ramona will serve as the Principal in Charge and **Project Manager** for this project. She will oversee design and planning for the entire project Public Facilitation, and production of Construction Documents. Her experience as Project Manager and Prime Consultant includes the \$ 29M Elizabethtown Sports Park, the \$3.5 M Kentucky Horse Park Pedway Renovation project to help prepare the KHP for the World Equestrian Games in 2010, the Jacobson Park Playground Renovation and Masterson Station Park and Jacobson Park Sprayground projects.

Ramona is a registered Landscape Architect with over 18 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, with a great emphasis in Parks & Recreation work.

Registration:

Landscape Architect –
Kentucky, #661
Ohio, #1701415

Certifications:

LEED AP BD+C
CLARB certified Landscape
Architect

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

Ramona's recent clients include the Lexington / Fayette Urban County Government (LFUCG), the Commonwealth of Kentucky Finance Cabinet, the University of Kentucky, Berea College, the Kentucky Community and Technical College System (KCTCS), and the Kentucky Horse Park.

Recent Parks & Recreation Experience:

Louisville Parks and Recreation Tyler Park Master Plan Implementation-
Louisville, KY

LFUCG Jacobson & Masterson Station Parks Spraygrounds - Lexington,
KY

LFUCG Thompson Road Park Renovation - Lexington, KY

LFUCG Idle Hour Park Improvements - Lexington, KY

LFUCG Lower Can Run Wet Weather Storage Architectural & Site
Improvements - Lexington, KY

LFUCG Senior Center & Idle Hour Park Improvements- Lexington, KY

LFUCG Family Care Center Courtyard Restoration & Accessibility Project
- Lexington, KY

LFUCG Gainesway Trail - Lexington, KY

Lexington Police Canine Facility - Lexington, KY

Lexington 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

Section 4. Team Organization & Personnel



Billie Motsch - Landscape Designer

Billie 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 as part of the public facilitation process, as well as construction documents.

She is a landscape designer who graduated with a Bachelor of Science in Landscape Architecture from the University of Kentucky. She has over 12 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 Shillito Park Playground Renovation - Lexington, KY

LFUCG Gainesway Trail - Lexington, KY

LFUCG Jacobson Park Playground - Lexington, KY

LFUCG Idle Hour Park - Lexington, KY

LFUCG Masterson Station Park Trail and Trailwood Trail - Lexington, KY

LFUCG Senior Center - Lexington, KY

Bluegrass Community & Technical College Newtown Pike North Campus
Phase II Building and Parking - Lexington, KY

Bluegrass Community & Technical College Newtown Pike North Campus
Laundry Building Renovation - Lexington, KY

Breckinridge Elementary School Renovation - Lexington, KY

Deep Springs Elementary School Renovation - Lexington, KY

Hopkinsville Inner-City Parks Project - Hopkinsville, KY

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

Morehead State University Dining Facility and Parking Structure -
Morehead, KY

VA Hospital Renovation/Demolition - Lexington, KY

Walnut Street Park - Hopkinsville, KY

Section 4. Team Organization & Personnel



R. Derek Motsch, PE - Project Engineer

Derek is a registered Professional Engineer with over 10 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He will serve as the **Project Engineer**. He specializes in water and wastewater treatment and distribution and civil site utility design.

Derek is very skilled at the production of construction documentation and technical details. He is also adept at computer / three dimensional modeling, and uses his modeling skills to assist in making design decisions and in the production of construction drawings.

Recent Project Experience:

Tyler Park Master Plan Implementation - Louisville, KY

Lexington Police Canine Facility - Lexington, KY

Henry County Courthouse - Newcastle, KY

US Equestrian Federation Building - Lexington, KY

Transylvania Campus Center - Lexington, KY

Athens-Boonesboro Elementary School - Lexington, KY

Bluegrass Community and Technical College - Newtown Pike Campus Expansion - Lexington, KY

Montgomery County High School - Montgomery County, KY

Collins Lane Elementary School - Frankfort, KY

KMSF Parking Lot Expansion - Lexington, KY

EKU Recreation Center - Richmond, KY

EKU New Force Main - Richmond, KY

EKU Athletics Facilities Upgrades - Richmond, KY

*Stratton Branch AML Waterline Extension Project

*Magoffin County Industrial Park Master Plan

*Michael Hall Group Reclamation Project

*Kenton town Water Line Extension Project

*Cave Run Water Commission US 460 Relocation and 500,000 Gallon Ground Storage Tank

Registration:
Kentucky, PE 26439

Education:

University of Kentucky
Bachelor of Science,
Civil Engineering, 2004

Asbury University, BA
Physical Science, 2002

Professional Experience:

Element Design
October 2017 - Present

Summit Engineering, Inc.
Sept. 2013 - Oct. 2017

Cann-Tech, LLC.
Sept. 2004 - August 2013

Kenvirons, Inc., E.I.T.
May 2004 - Sept 2004

Section 5. Ability to Meet Owner's Established Timeline

Upon award of the project, our team will immediately begin work with LFUCG and Parks & Recreation to establish a milestone project schedule for completion of the Design Phase of the project. We have already begun to look at a preliminary project design schedule outline, and that is included in our Proposed Project Approach. We understand that this is a preliminary approach, and the tasks and goals are likely to flex and change somewhat as we are able to meet as a team to determine project goals and program.

Our team offers years of experience working with LFUCG and specifically the Division of Parks and Recreation. This means we have an existing rapport with your staff, we understand many of the concerns and issues from Day 1, we know the local culture, typical site design concerns, permitting processes. There is no project management learning curve with Element serving as project coordinator. Combined with JRA's decades of experience in public architectural projects and our two firms' continued working relationship, we are prepared to start work right away and work seamlessly to meet your schedule.

We are confident we will be able to meet the March 1, 2019 project delivery goal stated in the RFP, utilizing an approach to project management we've developed over our years of experience, to keep us on target: **Goals, Schedule and Budget, Communication, Quality Control.**

Goals

Before establishing a final project schedule, we believe it is critical to sit down with the client, and determine what the design goals are.

Examples of goals for this project will include:

- Determining the community input opportunities
- Sustainability objectives
- Programmatic needs for both the building and the site
- How the building will relate to the adjacent tennis courts and skatepark
- Maintenance concerns
- Narrative opportunities including neighborhood history and the strong arts legacy within Woodland Park

Schedule and Budget

Once we understand fully the goals and the program for the project, we can determine the specifics of the design schedule. We know from the RFP that our work begins immediately upon selection and we shall have Ready To Advertise documents by March 1, 2019 at the latest. We see the design schedule as follows:

- Concept & Schematic Design
- Public Input
- Construction Documentation

Throughout each of these phases, we will continue to update the established project budget. Below we have identified a preliminary



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Section 5. Ability to Meet Owner's Established Timeline

timeline for schedule, based on review meetings every two weeks.

Preliminary Schedule:

December, 2018:

- Project Kick-Off Meeting / Review Site Assessment
- Concept Review
- Final Concept / Schematic Development (2 options)

January, 2019:

- Public Review
- CD Kick-Off
- 50% CD Review

February, 2019:

- 75% CD Review
- 100% CD Review
- RTA Documents by March 1, 2019



Communication

Good project communication is critical to success, and that means regularly scheduled design project meetings. We believe this is best achieved through an experienced team familiar with you and your process and concerns, and also through regular meetings at important milestones. To that end, we would propose regular two week check in meetings to correspond to the design deliverables identified in our schedule.

Quality Control Program

Given the fast schedule for the project, it will be critical for JRA and Element to perform regular QA/QC reviews to keep the design and documents moving and facilitate coordination. Our excellent working relationship on similar projects assures that we are able to communicate and coordinate well together, and will review documents in-house weekly for coordination items.

Our team's wide variety of project experience allows us to adjust to your project needs to provide the right level of design.



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Section 6. Design Services Budget & Hourly Rates

The RFP requests proposed cost of services through Phase I. We understand that to include only the design items listed below from the proposal.

Not included in the fee schedule chart provided in the RFP are

- Task 4 Approvals and Permits
- Task 5 Construction Documents
- Task 7 Construction Administration

For your review, we have provided separate fees for these tasks below as well as our hourly rates.

Our proposed fee breakdown of design services for Phase 1 are as follows:

Phase I Design Services	Lump Sum Fee
1. Site Plan & Existing Building Plan/Report	\$ 1,600
2. Program Development & Schematic Plans	\$ 5,000
50% Schematic Design	\$ 2,500
100% Schematic Design	\$ 2,500
3. Phasing Recommendations & Cost Estimates	\$ 800
Total	\$ 7,400

Task 4 Approvals and Permits	\$ 1,200
Task 5 Construction Documents	\$ 7,000
Task 7 Construction Administration	\$ 4,000
Total, all tasks required per RFP	\$ 19,600

JRA Architects Hourly Rates for Professional Services:

Principal - \$180
 Project Architect - \$120
 Bim Specialist - \$100

Element Design Hourly Rates for Professional Services:

Principal of Firm/Professional – \$125
 Project Engineer/Landscape Architect - \$100
 Landscape Designer - \$85



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Section 7. Proposed Project Approach



Below we've included our team's approach to this project, with an emphasis on a process that should be fun, creative and meet your programmatic needs while delivering a facility that is unique and special to Woodland Park.

Defining Project Success

We believe this project represents a great opportunity in our community. Woodland Park is a beautiful, mature park with specimen trees, walking trails, a lovely pavilion building and a vibrant neighborhood right across the street. There is also a wonderful diversity of activity that occurs in the Park and adjacent to the building site that can help inform the design. But this opportunity must be carefully designed and thoughtfully managed in order to be successful. We need to understand early what a successful outcome for this project means:

- Community success - this facility should fit into the setting of Woodland Park and the context of the neighborhood. It should serve as a beacon, a focal point within the Park and views from High Street into the Park
- Programmatic success - accomplish the goals of the program- restrooms, concessions, presumably storage, etc., but also provides support function for the other programs in the park- tennis, playground, skatepark, baseball, passive recreation, etc.
- Functional success - safe and maintainable
- Artistic success - supports the unique endeavors of the arts in Woodland Park, including Summerfest, Ballet Under the Stars and the renowned Woodland Art Festival

Design Process

Below is our proposed process to work through the design tasks outlined in the RFP. This is a preliminary approach; we will establish final process and guidelines with you in a collaborative approach to design.

Establishing Design Goals

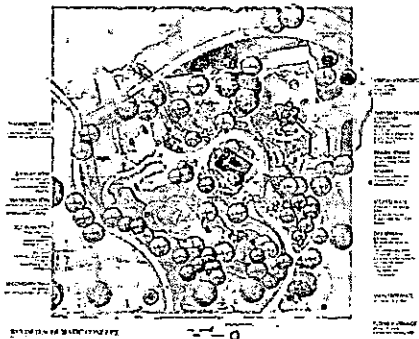
Step One in this process is to sit down with you and understand all of the programmatic goals you want to accomplish with this project. And also come to understand your vision for the project and how the facility can become more than just a building. Because of the unique nature of this project, we already see several goals that we will tackle together in this early visioning session, including:

- Minimal Functions - restrooms, concessions, storage.
- Aspirational Functions - pavilion, focal point, gathering space
- Public Input- provide an opportunity for the community to review design options and provide. The design team will need to develop renderings and material examples to help convey concepts during public review.
- Materials- we will work to define a material palette that works with the existing palette of materials in Woodland Park and complements



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Section 7. Proposed Project Approach



the surrounding Ayelsford neighborhood, is durable, interesting, promotes universal accessibility and provides artistic and educational opportunities.

- Maintenance & Operations - selection of materials and design details that provide a facility that is durable and maintainable.
- Stewardship- inclusion of elements that educate the public about sustainability, but also promote an interest in stewardship and involvement in green practices.
- Art - look to ways to express the function of the arts in the Park in the facility- both in terms of providing support for these functions, but also by creating a building that adds an artistic expression of its own merit to Woodland Park.

Site Review & Assessment

While we are beginning our conversation with you, we will also be starting the process of analyzing the existing site. This will include review of the site survey provided by LFUCG. It will also include an assessment of the existing facility and site conditions. Review criteria will include:

- Existing restroom and concession building- condition, maintainability, accessibility, what functions well, what doesn't work to help inform the new design.
- Site function and connectivity- circulation, adjacent uses such as the tennis courts and skatepark, accessibility, ways to improve use.
- Opportunities for interpretation and themes- landscape, the existing programs, neighborhood history, inclusion of opportunities for the arts to be expressed, as we can use the inherent site features to create more meaning in the design.

Our deliverable will be a brief site and facility assessment report.

Project Kick-Off

Once we have a thorough understanding of the existing conditions we will sit down with your group and work through a kick-off meeting to review schedule, discuss your programmatic needs and your vision. From this meeting and our understanding, we will have the information we need to start the development of Concepts.

Conceptual Design

Our team will take the information we've learned from the Site Assessment and our Kick-Off / Program meeting to generate a number of conceptual design ideas that we will then review with your team. This concept review meeting will result in the selection of two concepts to move forward in developing building elevations and perspectives to present to the Public for input. It is anticipated that one concept will look more toward the historic character of the site, while the other may opt for a more contemporary, arts driven design.

Deliverable - Schematic level renderings of two separate concepts to present to the public and a schematic level site plan rendering.



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Section 7. Proposed Project Approach

Construction Documents

After public review, we will meet again to review the input received, select a conceptual design to move forward with, and then begin the process of developing Construction Documents. Our role as a design team during the CD phase will be to work closely together to develop all of the necessary details that make a project ultimately successful. This will include refining materials and details, which we believe will be of utmost importance to the success of the project. In this phase, we will continue to work closely with LFUCG to make sure our details are conforming to your vision. Our team is extremely well versed at the production of clear and well detailed construction drawings and quality control, and excel in this phase of design.

Deliverable documents - full construction drawing set, full specifications, cost estimate, inclusivity analysis, permits in place

Construction Administration

Our team will assist LFUCG through the Bidding & Negotiations process by attending the pre-bid meeting, addressing questions, issuing addenda, reviewing bids and making recommendations. Once construction begins, our responsibilities will include attending and documenting Progress Meetings, issuing clarifications or field instructions as needed, issuing Proposal Requests as needed, providing review of construction work in the field, punch list review, project record drawings for the City and warranty review.



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Section 8. - Appendix Additional Information

Appendix A Forms

Affidavit

Equal Opportunity Agreement

Work Force Analysis Form

Firm Submittal Page

LFUCG MWDBE Participation Form

LFUCG MWDBE Substitution Form

LFUCG MWDBE Quote Summary Form

LFUCG Subcontractor Monthly Payment Form

LFUCG Good Faith Efforts

General Provisions

KY Permit and Registration



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AFFIDAVIT

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

1. His/her name is Rob Deal / Ramona Fry and he/she is the individual submitting the proposal or is the authorized representative of JRA Architects / 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 dispose 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."



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.

COUNTY OF Fayette

STATE OF Kentucky

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

by _____ on this the _____ day

of _____, 20_____

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE



Appendix: Equal Opportunity Agreement

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 48, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

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

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 208(A) of Executive Order 12088, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

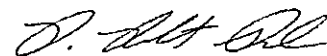
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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.

Signature

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

JRA Architects

Name of Business

Appendix: Workforce Analysis Form

WORKFORCE ANALYSIS FORM

Name of Organization: JRA Architects

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			1														
Professionals		11	1														
Superintendents																	
Supervisors																	
Foremen		10	5														
Technicians																	
Protective Service																	
Para-																	
Office/Clerical			1														
Skilled Craft																	
Service/Maintenance																	
Total		21	8														

Prepared by: Tammy Durrum, Marketing Dir. Date: 11 / 26 / 2018
(Name and Title)

Revised 2015-Oct-15

WORKFORCE ANALYSIS FORM

Name of Organization: Element Design

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		3	3														
Superintendents																	
Supervisors																	
Foremen																	
Technicians		1															
Protective Service																	
Para-																	
Office/Clerical			1														
Skilled Craft																	
Service/Maintenance																	
Total		4	4														

Prepared by: Ramona Fry, Principal Date: 11 / 26 / 2018
(Name and Title)

Revised 2015-Oct-15



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Appendix: Firm Submittal Page

Firm Submitting Proposal: JRA Architects / Element Design

Complete Address: 3225 Summit Square Place Ste.200 Lexington, KY 40509
366 South Broadway Lexington, KY 40508

Street	City	Zip
--------	------	-----

Contact Name: Tammy Durrum Title: Marketing, JRA Architects
Ramona Fry Principal, Element Design

Telephone Number: 859.252.6781 Fax Number: 859.389.6534
859.389.6533

Email address: tdurrum@jrarchitects.com, ramona@element-site.com



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LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____ RFP # 37-2018

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any subcontractor 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 subcontractors must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company Name, Address, Phone, Email	MWBE, WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1 Element Design 366 South Broadway Lexington, KY 40508	WBE	Site Design Civil Engineering	TBD	Aprox. 25%
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 the subject to applicable Federal and State laws concerning false statements and false claims.

JRA Architects
Company Representative
Rob Deal

11.26.2018
Date
Principal
Title



Appendix: LFUCG Quote Summary Form



MWDDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____ RFP # 37-2018

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

Company Name JRA Architects	Contact Person Tammy Durum
Address/Phone/Email 3225 Summit Square Place Ste. 200 Lexington, KY 40508	Bid Package / Bid Date RFP # 37-2018 / 11/26/2018

MWDDBE 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)	MDBE * AA HA AS NA Female	Veteran

(MDBE 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.

JRA Architects

 Company
 11.26.2018

 Date

Rob Deal

 Company Representative
 Principal

 Title



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Appendix: LFUCG Good Faith Efforts

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

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

Included documentation of advertising in the above publications with the bidder's good faith efforts package.

Attended LFUCG Central Purchasing Executive Inclusion Outreach event.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

JRA Architects

Company
11.26.2018

Date

Rob Deal

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



bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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



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

B. At Will Termination

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

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



Appendix: LFUCG General Provisions

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

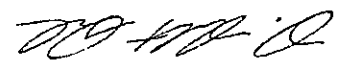
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern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

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

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

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

Date
11/26/2018



Appendix: 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

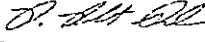
Firm Name	Discipline	Permit #	Permit Expire Date
Element Design	Civil Engineering	2811	12-31-17

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
JRA Architects	Colin Drake	Architecture	5994	6-30-2019
Element Design	Derek Motsch	Civil Engineering	26439	6-30-2019
Element Design	Ramona Fry	Landscape Arch	661	6-30-2019

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.

	Rob Deal
AUTHORIZED SIGNATURE	Printed Name
Principal	11.26.2018
Title	Date



elementdesign