



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

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

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



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

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

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

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

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

\_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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



conditions and specifications;

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

#### B. At Will Termination

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

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



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

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**RFP#28-2013 DESIGN SERVICES FOR REPLACEMENT SENIOR CITIZEN CENTER  
INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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- (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.

**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, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR



CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.



### Renewals

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

### 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.

### 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.

### 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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## Design Services for Replacement Senior Citizen Center

### Request for Proposal No. 28-2013

#### Scope of Work

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from qualified firms to provide complete Architectural/Engineering services for the design of a replacement Senior Citizen Center, access drive to the Center, and parking lot.

#### **1. Project Summary Narrative (Project Vision)**

The current Senior Citizen Center is located at 1530 Nicholasville Road on 2.84 acres. The Center was constructed in 1983 and consists of a 17,000 square foot single story building with 117 parking spaces adjacent to the Center. The Center receives between 120-150 visitors daily for a wide range of offerings which include educational forums and classes; crafts; creative writing; health support groups; exercise classes; yoga; table tennis; billiards; book clubs; Tai Chi; line dancing; bingo; bid euchre and bridge; blood pressure clinics; and daily lunches. In addition to the senior programming offered at the Center, the building plays host to several partner agencies that provide essential services to senior citizens. The Center also accommodates a number of community events such as flu shot clinics, public meetings; special events, and parties. Lastly, the Center serves as an emergency shelter for medically fragile seniors.

Census data from 2010 indicates there are currently 40,226 Fayette County residents who are 60 years or older. It is projected that Fayette County's 60+ population will nearly double in the next 20 years. This increase will impact the Center's ability to offer essential programs at the current facility. The current facility was evaluated for possible expansion and renovation but was deemed insufficient to handle the projected increased population. Various locations around Lexington have been evaluated in recent months. In August 2013, the Lexington-Fayette Urban County Government Council voted to proceed with the design to construct a new Senior Citizen Center inside Idle Hour Park located on St. Ann Drive. The new Center will be constructed on a 4.46 acre area at the south east end of the park.

The new Senior Citizen Center will include a few dedicated spaces but will focus on flexible multi-purpose areas. Planned programs will include art activities, educational classes, recreational (dance and exercise) classes, a game area, and library. Additional space will be needed for personal services and private consultations. A warming kitchen and associated storage and a dining space will also be included. Offices for Center staff and partner agencies will be included as well as storage throughout the building to accommodate the various activities. It is anticipated that the new Senior Citizen Center will encompass roughly 35,000 to 45,000 square feet.

The building exterior and parking lot should be well lit to provide for safe use of the facility. Exterior lights should be resistant to vandalism and energy efficient.



Security systems will be included in this scope of work. A security camera system, access control system, and an intrusion detection system are to be included in the design. An emergency generator is being considered for the new Center. The design and specification of the generator is included in this scope of work.

The HVAC for the building should be designed to meet energy performance guidelines without compromising the comfort of building occupants. System must be accessible for maintenance and repair. Mechanical systems should be engineered for long term operating efficiency, energy costs, and maintenance costs. An overall mechanical systems evaluation must be made available to the project team before a final decision on the mechanical system is made. It is preferred to have separately controlled heating and cooling zones with thermostats in the various areas. The architect/engineer should ensure the mechanical systems can be serviced and maintained by locally available trades-people. If the mechanical system is at ground level, adequate security must be provided.

All interior finish materials should be long lasting, durable, and aesthetically pleasing. Standard finish materials are preferred. The provision of furniture, fixture, and equipment (FF&E) specifications will be included in this scope of work.

Interior signage should be consistent, easy to read, and changeable. Exterior signage should be easily visible and vandal resistant. Directional signage is included in this scope of services.

The new Center will be designed utilizing "Universal Design" and will go beyond ADA Design standards where necessary to attain the highest level of accessibility possible.

It is the intent of the LFUCG to build an energy efficient building and to pursue LEED certification. Creativity will be needed to reduce the additional storm water runoff produced by the new Center and expanded parking lot. Options such as a rainwater collection system would be considered. The stored rainwater could be used for a shared community garden adjacent to the new Center. Pervious pavement would also be considered as a means to reduce the impact of increased stormwater runoff.

The parking lot will be designed to minimize foot traffic that crosses drive aisles and will offer a minimum of 200 spaces. Since the new Center will be located inside an existing park, site layout and landscaping will be designed in coordination with park amenities and landscaping. Temporary parking to accommodate both park activities and construction requirements will be planned by the design team.

The design process will be collaborative. Input from the Center staff and participants will be part of the design process.

Phase A (Schematic Design) deliverables will include two (2) options each with a complete and detailed cost estimate. Ultimately, one option will be selected by the LFUCG. This option will be presented to Council by the Consultant. Refer to Phase A below for a complete list of deliverables.

## General Requirements

### a. LEED Certification

- i. The new Senior Citizen Center shall be designed by the Consultant to accommodate a minimum rating of LEED-NC Certified by the United States Green Building Council. Support documentation necessary to certify the building shall be provided to the Owner upon request. The Consultant is responsible for obtaining the actual certification for the building.

### b. Public Meetings

- i. The Consultant shall attend one public meeting at the beginning of Phase A which will be facilitated by LFUCG Social Services staff. The Consultant's role will be to observe the Center programming presentation and the resultant public feedback.
- ii. A minimum of two public meetings shall be facilitated by the Consultant during this Project. One meeting shall be held at the end of Schematic Design and another at the Owner's discretion. Other meetings will be held as deemed necessary by the Owner. Presentations shall be prepared for each meeting to include schematic level drawings and renderings of the replacement Senior Citizen Center and site.

### c. Public Facility Review

- i. The Consultant shall provide the necessary documentation for the Public Facility Review and will present to the Division of Planning as required.

### d. Council Presentations

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

### e. Energy Modeling

- i. The Consultant shall quantify energy performance relative to a baseline building at the end of Schematic Design and Design Development in compliance with the LEED-NC rating system.
- ii. The Consultant shall also consider how to accommodate the use of possible future alternative energy sources in these facilities.

### f. Commissioning Agent

- i. The Consultant is required to involve a third-party commissioning agent throughout the Project to assure system(s) design compliance (Mechanical, Plumbing, and Electrical) with the LEED-NC rating system.

### g. Third Party Cost Estimator

- i. The Consultant shall hire a third party estimator to provide detailed construction cost estimates at the end of Phases A, B, and C. The cost estimates shall include all FF&E as well as building construction costs.



## 2. Phase A

### a. Programming/Space Utilization

- i. The consultant shall prepare a written Program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, and expandability of the space and the program, special equipment, systems, and site requirements.
- ii. This Program shall address the requirements of Civil, Structural, Architectural, Mechanical, Plumbing, and Electrical disciplines as well as accommodate the Project Vision mentioned above.
- iii. The Consultant shall provide the Owner with written and graphic/visual documents displaying a concise yet comprehensive understanding of function, flexibility, and requirements of each of the disciplines as well as an understanding of how LFUCG desires to conduct business. Estimated Project costs and Project timeline shall be conducted by a Consultant provided third-party estimator to ensure alignment with the existing Project budget and timeline.
- iv. Ongoing and continual input from the Owner shall be actively sought throughout the design process. The Consultant shall facilitate a public meeting at the end of Schematic Design to include preliminary drawings and renderings of the new Senior Citizen Center in order to obtain sufficient feedback from the public.

### b. Surveys

#### i. Site Survey

1. The site survey will be available at the time of contract award. The Consultant will be responsible for verifying site dimensions on the proposed site. Any preliminary dimensions provided by the Owner shall not be utilized by the Consultant in final building design.

#### ii. Geotechnical Survey

1. The Consultant shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

#### iii. Environmental Survey

1. A Phase I Environmental Site Assessment will be available at the time of award. If required, the Consultant shall perform a Phase II Environmental Site Assessment of the proposed site. Results of the survey shall be provided to the Owner upon completion.



- c. **Schematic Design**
  - i. The Consultant shall prepare two options of Schematic Design with cost estimates for each for the Owner's selection. The Schematic Design documents shall consist of drawings and other documents including the site plan, preliminary building plans, sections, and elevations that show how and what systems are anticipated from all disciplines to include but not limited to Civil, Structural, Architectural, Mechanical, Plumbing, and Electrical. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
  - ii. Value engineering shall be performed at the end of Schematic Design Development.
- d. **Phase A Deliverables:** (Five hard copies and one electronic copy to be provided as indicated below)
  - i. Consultant shall provide Schematic Design drawings in 11"x17" bound format and will include at a minimum:
    - 1. Site Plan Schematic
    - 2. Site Utility Schematic
    - 3. Site Layout showing buildings and access roads
    - 4. Architectural Floor Plans
    - 5. Architectural Elevations
    - 6. Structural Schematics
    - 7. Fire Suppression, Plumbing, HVAC, Electrical, Communications, and Electronic Safety & Security Plans Schematic
    - 8. Sketch perspective or digital modeling of major structure
    - 9. Energy modeling results or alternate compliance path documentation
    - 10. Project rendering in color
    - 11. Phase A outline specifications in 8 1/2"x11" bound format
    - 12. Phase A Project Schedule
    - 13. Phase A Cost Estimate prepared by third-party estimator to ensure alignment with any existing project budget and timeline.
    - 14. Identify and list all regulatory review and permitting requirements
    - 15. Geotechnical survey report and recommendations
    - 16. Phase II Environmental Site Assessment (if required)
- e. The Consultant shall not proceed with the next Phase of Work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with Phase B work will be by letter from the Owner after approval of Phase A documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

### 3. Phase B

#### a. Design Development

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

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

- i. Consultant shall provide Schematic Design drawings in 24"x36" or 30"x42" bound format and will include at a minimum:
  1. Site Plan
  2. Site Utility Plan
  3. Architectural Floor Plans
  4. Architectural Elevations
  5. Sections
  6. Typical Construction Details
  7. Structural Plans
  8. Fire Suppression, Plumbing, HVAC, Electrical, Communications, and Electronic Safety and Security Plans
  9. Revised outline specifications including materials/equipment/fixtures data sheets and other studies, calculations and evaluations as appropriate
  10. Revised energy modeling results or alternate compliance path documentation
  11. Revised Project Schedule
  12. Phase B refined and fine tuned Cost Estimate performed by a third-party estimator to ensure alignment with any existing project budget and timeline.
- c. Value engineering shall be performed at the end of Design Development.
- d. The Consultant shall not proceed with the next Phase of Work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with Phase C work will be by letter from the Owner after approval of Phase B documents. Any work



performed by the Consultant without this written authorization will be at the Consultant's risk.

#### 4. Phase C

##### a. Construction Documents

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

##### b. Energy Modeling

- i. The Consultant shall model the building's energy performance 50 percent into the construction documents to ensure the project Design will obtain the desired energy efficiencies as well as comply with the LEED-NC rating system.

##### c. Value Engineering

- i. Value engineering shall be performed throughout the process and at completion of the Construction Documents.

##### d. Ready-to-Advertise

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

##### e. Phase C Deliverables: (Five hard copies and one electronic copy to be provided as indicated below)

- i. Consultant shall provide Construction Drawings in 24"x36" or 30"x42" bound format and will include at a minimum:
  1. 100% drawings shall include a cover sheet, original site survey, original geotechnical survey, and all necessary civil, landscape, structural, architectural, mechanical, plumbing, fire protection, electrical communications, and other drawings as necessary to completely describe and detail the project. Review Submittal drawings may be submitted as half-size 11"x17" prints upon approval of the Project Manager.
  2. 100% Specifications submitted on bound 8 1/2"x11" double-sided hardcopy.
  3. Phase C Project Schedule



4. Phase C concrete project cost estimate to be performed by a third-party estimator to ensure alignment with any existing project budget and timeline.
  5. Energy modeling results or alternate compliance path documentation at 50% construction design.
  6. One set of ready-to-advertise drawings are to be submitted unbound on 24"x36" or 30"x42" paper or vellum sheets.
  7. One set of ready-to-advertise unbound specification masters on 8 1/2"x11" one-sided paper.
- f. The Consultant shall not proceed with the next Phase of Work until cost estimates and timelines are aligned with the Owner's budget and approved by the Owner. Authorization to commence with Phase D work will be by letter from the Owner after approval of Phase C documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

## 5. Phase D

### a. Construction Administration

### b. Bidding

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

### c. Construction Administration

- i. The Consultant shall act in the capacity of an agent of the Owner, overseeing construction to ensure conformity to construction drawings, specifications, and standards.

### d. Building Commissioning

- i. The Consultant shall hire a third-party commissioning agent to commission the LFUCG new Senior Citizen Center building ensuring that the Mechanical, Plumbing, and Electrical systems were installed as they were designed and are functioning as they are intended. The Commissioning Agent shall also validate system(s) compliance with the LEED-NC rating system applicable to the Project as the time of construction.

### e. Punch Lists , Inspections, and Close Out

- i. To ensure that all construction work is complete, the Consultant shall perform the following steps:
  1. Conduct a project walk-through at the project site and create a subcontractor pre-punch list.
  2. Assign tasks on pre-punch list to appropriate subcontractors.
  3. Ensure that all items are completed in accordance with plans, specifications, and applicable Codes.

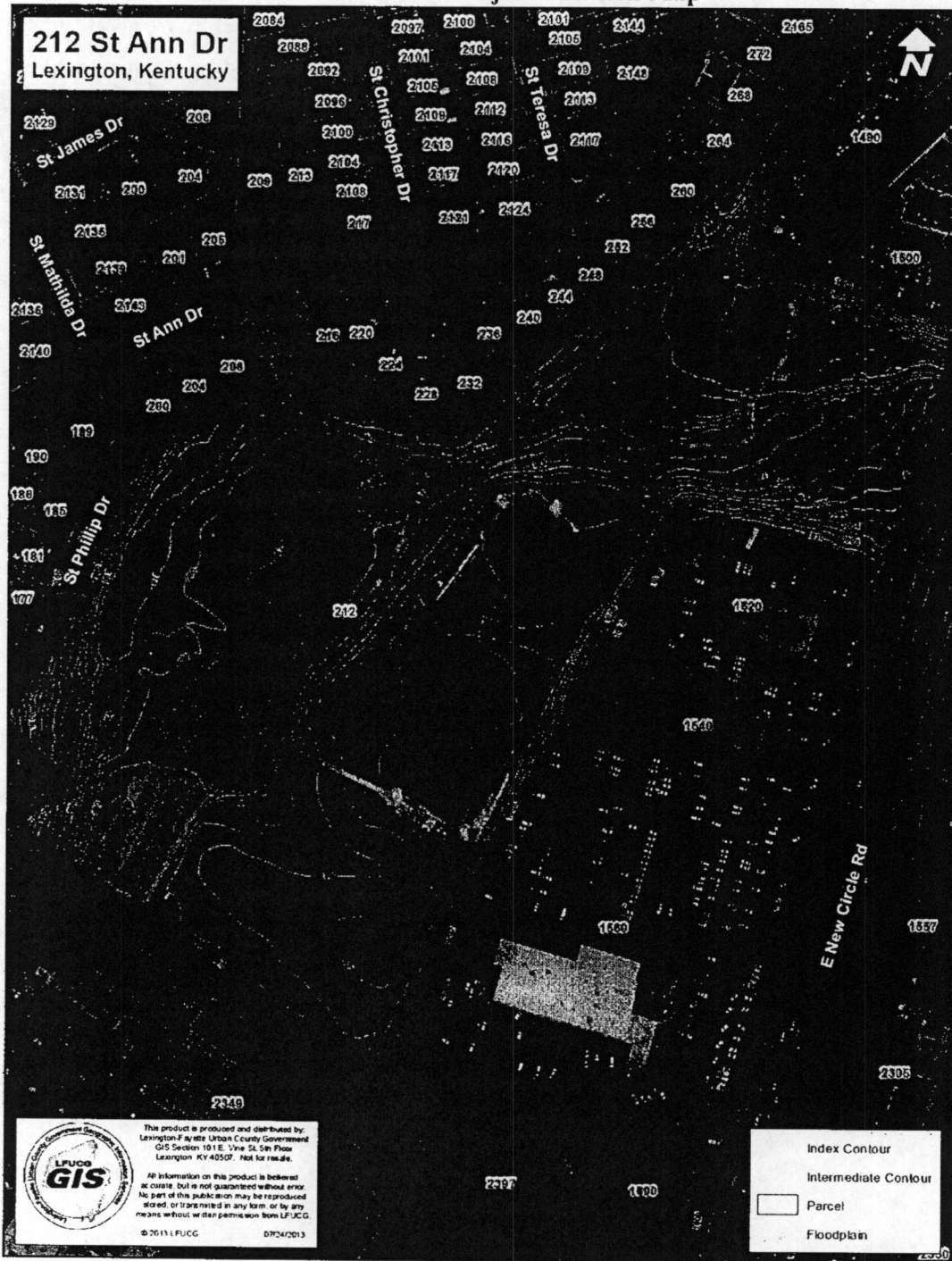
4. Conduct a punch list walk through with the LFUCG representative to create a formal punch list. The end user may be asked to participate in this process.
5. Ensure that subcontractors promptly complete all punch list items.
6. Coordinates closure of RFI's and Change Orders; completion of as-builts; transmission of warranties, approved Operations & Maintenance Manuals (O&M's), extra stock, special tools, and spare parts; and provide per the Specifications and other Division 1 General Requirements. This information will be compiled per the Project Close Out requirements.

**f. Phase D Deliverables**

- i. The Consultant shall provide the Owner with a completed Project that complies with building design, standards, specifications, strategies, concepts, efficiencies and requirements outlined in Phases A-D above. The Project timeline and budget shall be of the utmost priority throughout Phase D of the Project and shall be strictly adhered to unless otherwise approved by the appropriate LFUCG representative.
- ii. The Consultant will coordinate training for Owner of all the major building systems and equipment that are part of the project.
- iii. The Consultant will coordinate the distribution of O&M Manuals for all major building systems and equipment.
- iv. The Consultant shall prepare accurate record drawings that reflect project improvements "as-built" in the field.
- v. The Consultant shall provide an electronic version (AutoCAD, pdf, etc.) of all project documents including but not limited to construction plans at the conclusion of the Project.



### Attachment A: Project Location Map



## Attachment B: Timeline

### Project Schedule:

The following table identifies milestones and the anticipated schedule.

<b>Milestone/Task</b>	<b>Timing/Duration</b>
Public Meeting Attendance–Social Services Presentation of Center Programming	Scheduled by Social Services Staff
Design Charrette	Within 5 days of above Public Meeting
Public Facility Review	Within 10 days of charrette, submit formal letter of request to Planning
Phase A Design Options/Deliverables Due	35 days after Design Charrette
Phase A Option Review and Selection	10 days after Deliverables Received
Phase A Design Presentation to Council	First Work Session date after design option is selected
Public Meeting to Present Schematic Design	Within 5 days of Council presentation
Phase B Deliverables Due	15 days after Council Approval to Proceed
Phase B Approval	5 days after Phase B Deliverables Received
Phase C Deliverables Due	15 days after Phase B Approval
Phase C Approval	5 days after Phase C Deliverables Received
Construction Documents	10 days after Phase C Approval

Days are working days, not calendar days.



Attachment C: SAMPLE Consultant Services Agreement

**CONSULTANT SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2013 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of complete plans and specifications for the construction of the new Senior Citizen Center as contemplated in the **OWNER**'s Request for Proposal No. 28-2013. 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. 28-2013.

**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. 28-2013 (Exhibit "A") and Consultant's Response dated Xxxxx xx, 201x (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. 28-2013 (Exhibit "A").

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project 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 an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 12 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. 28-2013 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**.