



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#11-2015**

Date: April 3, 2015

Subject: Design Services for Idle Hour Park Improvements

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Pre-RFP conference sign-in sheet is attached.
2. Delete Item 2.c. under Project Scope Detail. A site survey is no longer included in this scope.
3. Refer to LOMR dated March 9, 2015.
4. See sample contract attached.
5. Please replace RFP Form of Proposal with the attached Form of Proposal.

Questions and Answers:

1. We are grading in the near vicinity of a floodplain and there is at least one known person who experiences flooding, do we need to do a LOMR and a CLOMR as part of this project? If a drainage study of the creek is not performed in the project would the city release the consultant of all liability associated with the project since there are houses in close proximity?

Although we do not anticipate LOMR and CLOMR to be required in this project, costs shall be submitted as Add Alternates on a revised Form of Proposal.

2. There are two structures crossing the creek that may need replacement due to structural deficiency or lack of ADA compliance, a HEC RAS study would be needed for their replacements, do we need to do one? Structural retaining walls may be needed; do we need to include a fee for that?

The two existing pedestrian/service bridges referred to in the question are not included in this scope of work.

3. After potential permits and required regulatory reviews are identified as stated in the Phase A Deliverables will the consultant be given additional services to prepare these permits or will that work be bid out separately?

Preparation, submission and securing of all known permits associated with this project should be included in the base bid. All known permits and regulatory reviews should be listed as part of this proposal and included in the proposal cost. If additional permits and reviews are identified and agreed upon during Phase A, additional fees can be negotiated using the hourly rates submitted on the Form of Proposal.

4. The RFP calls for structural plans and a level 1 report, do you have to be prequalified with transportation cabinet in structural design to perform this work? What is a level one report?

The requirement for a structural analysis of the existing culvert has been removed from this scope of work.

5. The existing survey performed by Endris is out of date and a lot of new utilities have been installed and the grades have changed, what is the scope of the new survey to be completed as a part of this RFP?

The requirement for a site survey has been removed from this scope of work.

6. The RFP is unclear on the number of meetings, please clarify that the total number of meetings we need to attend?

One public meeting and as many progress meetings as deemed necessary are required by this scope of work.

7. Why does this project need to go through building inspection?

Consultant is required to comply with all regulatory review requirements. Building Inspection review is not required.

8. We are grading next to a stream bank that has eroded what are the limits or length for stream bank restoration that we should provide a price for and do you envision stream relocation as a part of this project?

Stream relocation is not a part of this scope of work. The grading specifications must be done as to minimize/eliminate any impact on the stream bank. Any necessary stream bank restoration shall be limited to the area impacted by the new parking/turnaround.

9. Does the parking lot need to be above the 100 year flood elevation, if so, what is the elevation?

No. The final elevation is to be addressed by project consultants in a way to assure a fully functional lot, at a reasonable cost and meeting the applicable regulations.

10. What is the O&P manual that you want to be included for this project as listed in Phase D?

No O&M manuals are needed.

11. Will monthly progress meetings during construction be required and monthly field reports?

Yes, monthly progress meetings and field reports are required. Additionally, one public meeting and as many progress meetings as needed to ensure the success of the project are required in this scope of work.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____



Federal Emergency Management Agency

Washington, D.C. 20472

RECEIVED
MAR 17 2015
L.F.U.C.G.
Department of Law

March 9, 2015

RECEIVED

MAR 16 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Jim Gray
Mayor, Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

IN REPLY REFER TO: **OFFICE OF THE MAYOR**

Case No.: 14-04-2813P
Follows Conditional
Case No.: 13-04-1206R
Community Name: Lexington-Fayette Urban County
Government
Community No.: 210067
Effective Date of
This Revision: **July 21, 2015**

Dear Mayor Gray:

The Flood Insurance Study report and Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Atlanta, Georgia, at (770) 220-5400, or the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/business/nfip>.

Sincerely,

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

- Letter of Map Revision Determination Document
- Annotated Flood Insurance Rate Map
- Annotated Flood Insurance Study Report

cc: Mr. Brad Frazier, P.E.,
Director, Division of Engineering
Lexington-Fayette Urban County Government

Mr. Craig M. Avery, P.E.
Project Manager
Southland Christian Church

Mr. Michael A. Woolum, P.E., P.L.S.
Vice President
Strand Associates, Inc.

Follows Conditional Case No.: 13-04-1206R



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Lexington-Fayette Urban County Government Kentucky	FILL CULVERT CHANNELIZATION	FLOODWAY HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 210067		
IDENTIFIER	Southland Christian Church, Richmond Road Campus	APPROXIMATE LATITUDE & LONGITUDE: 38.015, -84.460 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 2100670139 E DATE: March 3, 2014		DATE OF EFFECTIVE FLOOD INSURANCE STUDY REPORT: March 3, 2014 PROFILES: 101P and 199P FLOODWAY DATA TABLE: 6	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map

FLOODING SOURCES & REVISED REACHES

See Page 2 for Additional Flooding Sources

West Hickman Creek - from the Idle Hour Tributary confluence to approximately 1,900 feet upstream
Idle Hour Tributary - from the West Hickman Creek confluence to approximately 740 feet upstream

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
West Hickman Creek	Zone AE	Zone AE	YES	YES
	Floodway	Floodway	YES	YES
	BFEs*	BFEs	YES	YES
Idle Hour Tributary	Zone AE	Zone AE	YES	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

142877 PT202.BKR.14042813P.BG 102-I-A-C



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER FLOODING SOURCES AFFECTED BY THIS REVISION

FLOODING SOURCE(S) & REVISED REACH(ES)

Idle Hour Tributary – from the West Hickman Creek confluence to approximately 740 feet upstream

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Idle Hour Tributary	Floodway BFEs*	Floodway BFEs	YES NONE	YES YES

* BFEs - Base Flood Elevations

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.


Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

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Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State law have been obtained. State or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

142877 PT202.BKR.14042813P.BG 102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

This revision has met our criteria for removing an area from the base (1-percent-annual-chance) floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Moises Dugan
Director, Mitigation Division
Federal Emergency Management Agency, Region IV
Koger Center - Rutgers Building, 3003 Chamblee Tucker Road
Atlanta, GA 30341
(770) 220-5400

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panels and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

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Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

142877 PT202.BKR.14042813P.BG 02-I-A-C

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER SURFACE ELEVATION (FEET)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/SEC.)	REGULATORY (NAVD)	WITHOUT FLOODWAY (NAVD)	WITH FLOODWAY (NAVD)	INCREASE
IBM TRIBUTARY								
A	0.12	388	1378	2.5	923.1	923.1	924.0	0.9
B	0.16	101	270	8.1	925.5	925.5	925.5	0.0
C	0.19	108	923	2.4	930.8	930.8	931.5	0.7
D	0.27	72	592	2.1	932.7	932.7	933.7	1.0
E	0.42	80	709	2.0	939.0	939.0	940.0	1.0
F	0.61	66	351	3.2	940.7	940.7	941.7	1.0
G	0.73	38	115	9.6	944.3	944.3	944.8	0.5
IDLE HOUR TRIBUTARY								
A	0.13	31	134	6.5	976.6	973.3 ²	973.3	0.0
B	0.39	49	406	2.1	986.4	986.4	986.4	0.0
C	0.49	54	364	2.4	986.4	986.4	986.5	0.1
INDIAN HILLS TRIBUTARY								
A	0.03	41	108	8.0	945.5	945.5	945.8	0.3
B	0.13	53	185	4.7	952.9	952.9	953.3	0.4
C	0.24	43	102	8.4	961.1	961.1	961.1	0.0
D	0.46	46	82	7.6	975.4	975.4	975.8	0.4

¹ MILES ABOVE MOUTH

² ELEVATIONS WITHOUT CONSIDERING BACKWATER EFFECTS FROM WEST HICKMAN CREEK

REVISED TO REFLECT LOMR EFFECTIVE: July 21, 2015

TABLE 6

FEDERAL EMERGENCY MANAGEMENT AGENCY
LEXINGTON-FAYETTE URBAN COUNTY
 GOVERNMENT, KY

FLOODWAY DATA
 IBM TRIBUTARY - IDLE HOUR TRIBUTARY -
 INDIAN HILLS TRIBUTARY

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER SURFACE ELEVATION (FEET)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/SEC.)	REGULATORY (NAVD)	WITHOUT FLOODWAY (NAVD)	WITH FLOODWAY (NAVD)	INCREASE
WEST HICKMAN CREEK								
A	28.56	410 ^{2,3}	0	0.0	888.6	888.6	889.6	1.0
B	28.79	439	4494	1.6	889.7	889.7	890.7	1.0
C	29.06	409	4200	1.7	890.0	890.0	891.0	1.0
D	29.26	513	2604	2.8	890.6	890.6	891.5	0.9
E	29.49	314	1558	4.7	893.4	893.4	893.9	0.5
F	29.95	308	2089	3.3	898.0	898.0	899.0	1.0
G	30.18	157	1116	5.8	900.3	900.3	901.1	0.8
H	30.36	150	1230	5.2	903.0	903.0	903.4	0.4
I	30.67	185	1457	4.4	905.6	905.6	906.6	1.0
J	30.75	200	1540	3.3	908.0	908.0	908.5	0.5
K	30.90	205	1652	3.0	909.6	909.6	910.3	0.7
L	31.14	280	1829	2.8	910.2	910.2	911.2	1.0
M	31.50	70	574	5.3	913.4	913.4	914.0	0.6
N	31.99	107	819	3.7	923.1	923.1	924.0	0.9
O	32.32	153	771	4.0	928.2	928.2	928.8	0.6
P	32.54	212	1765	1.7	936.4	936.4	937.3	0.9
Q	32.88	154	1578	1.9	937.4	937.4	938.3	0.9
R	33.31	64	377	1.6	940.5	940.5	940.6	0.1
S	33.36	71	276	2.2	940.9	940.9	940.9	0.0
T	33.58	-	-	-	937.2	937.2	-	-
U	34.78	86	320	2.6	978.0	978.0	978.0	0.0
V	34.92	40	207	4.1	978.6	978.6	979.5	0.9
W ⁴	-35.06	44	-	-	983.6	983.6	-	-

¹ Miles above county boundary

² Floodway at this section has been revised based on new topography. No new analysis has been performed

³ This width extends beyond the county boundary

⁴ Floodway contained in culvert

REVISED TO
REFLECT LOMR
EFFECTIVE: July 21, 2015

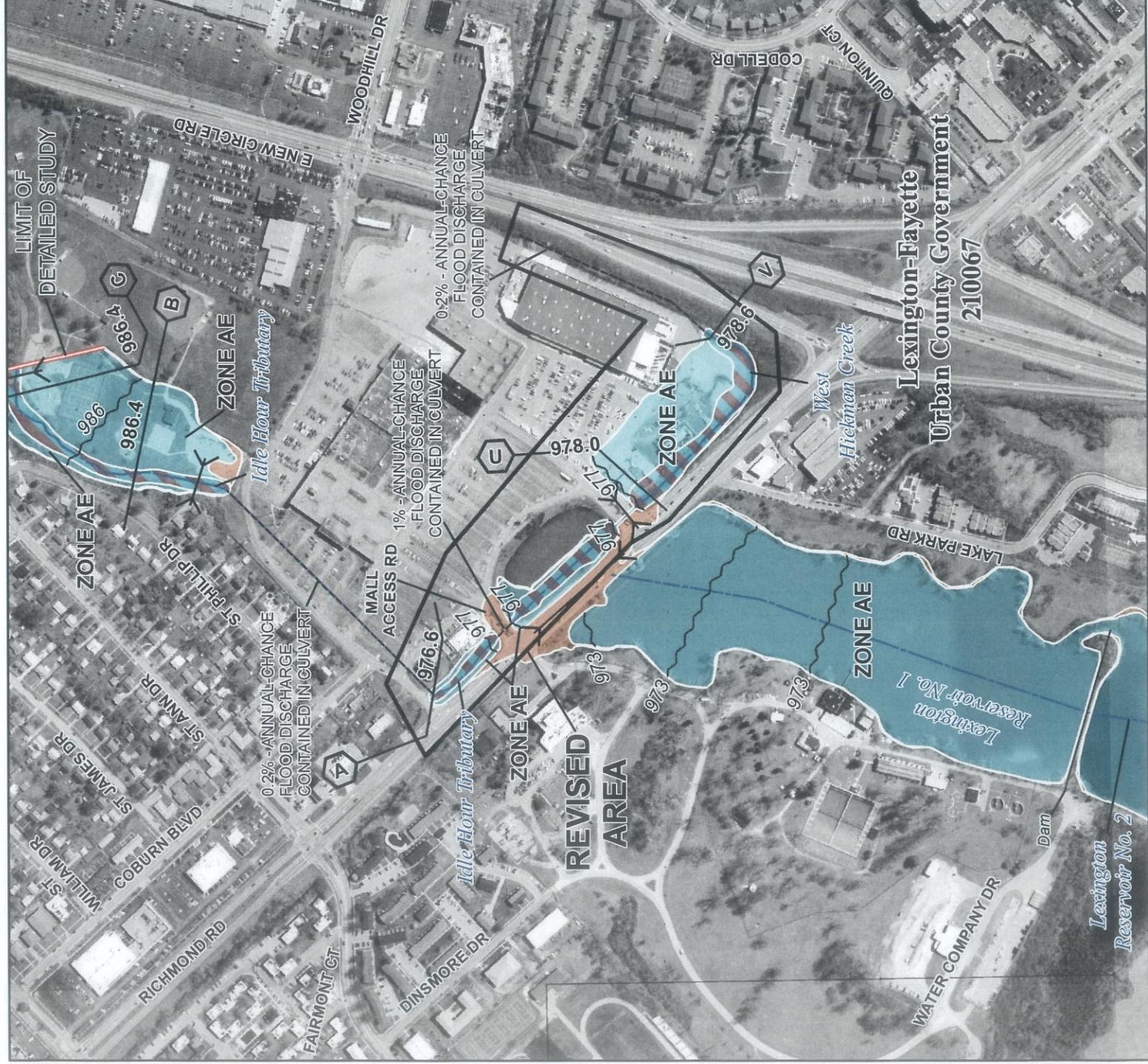
REVISED DATA

TABLE 6

FEDERAL EMERGENCY MANAGEMENT AGENCY
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT, KY

FLOODWAY DATA

WEST HICKMAN CREEK



SPECIAL FLOOD HAZARD AREAS

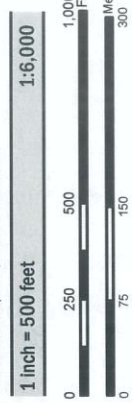
Without Base Flood Elevation (BFE)
Zone A.V, A99
With BFE or Depth Zone AE, AO, AH, VE, AP
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee See Notes, Zone X

SCALE

Map Projection:
NAD83 STATE PLANE Kentucky FIPS 1600 (Feet)
Western Hemisphere, Vertical Datum: NP



FEMA
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT, KENTUCKY
(ALL JURISDICTIONS)
PANEL 139 OF 325



Panel Contains:
COMMUNITY NUMBER 210067
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
PANEL SUFFIX 0139 E

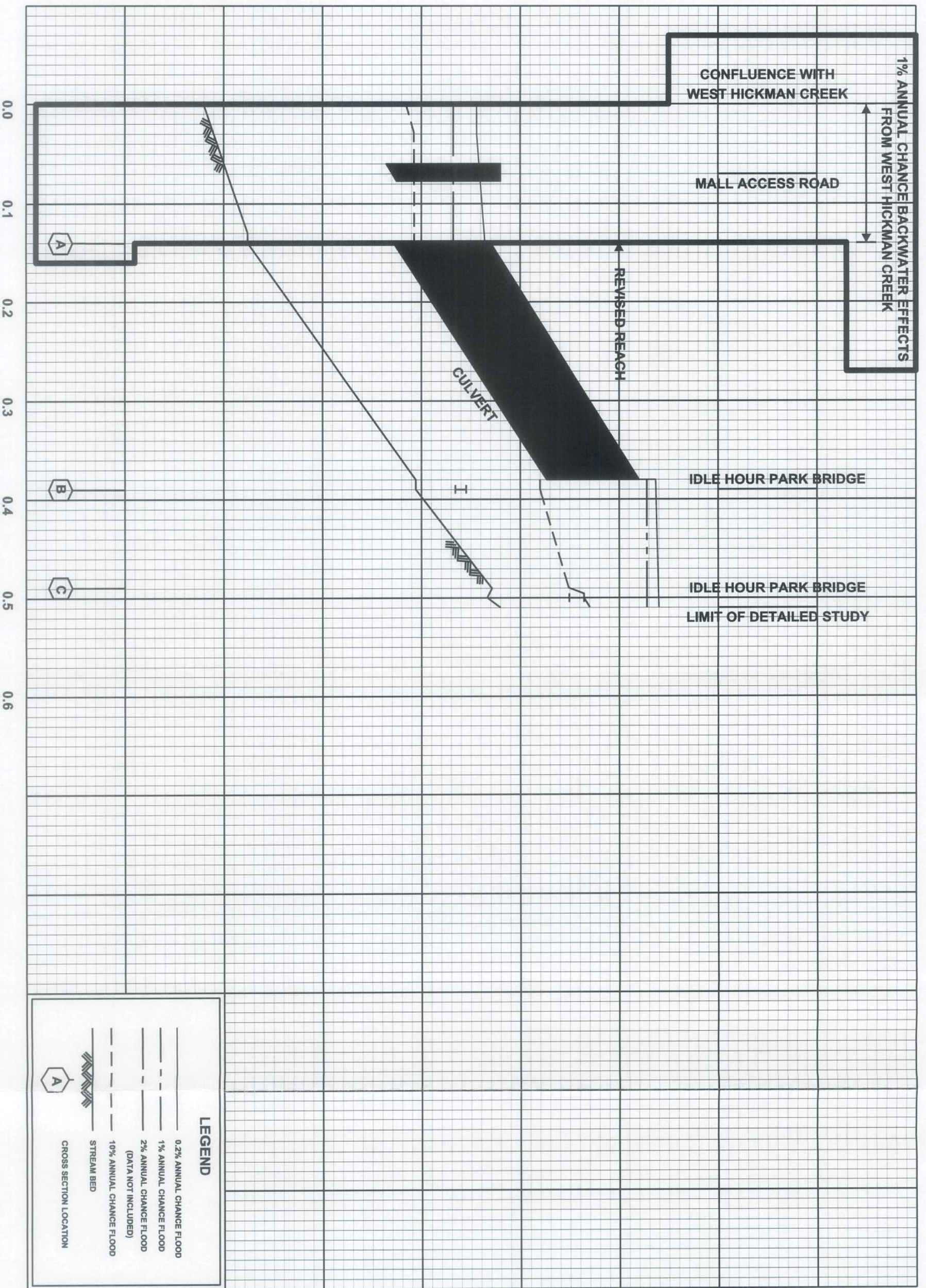
**REVISED TO
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EFFECTIVE: July 21, 2015**

**Lexington-Fayette
Urban County Government
210067**

VERSION NUMBER 2.3.2.1
MAP NUMBER 2100670139E
EFFECTIVE DATE MARCH 3, 2014

ELEVATION IN FEET (NAVD)

960 965 970 975 980 985 990



LEGEND

- 0.2% ANNUAL CHANCE FLOOD
- - - 1% ANNUAL CHANCE FLOOD
- · - · 2% ANNUAL CHANCE FLOOD (DATA NOT INCLUDED)
- · - · 10% ANNUAL CHANCE FLOOD
- STREAM BED
- CROSS SECTION LOCATION

965 970 975 980 985 990

REVISED TO REFLECT LOMR EFFECTIVE: July 21, 2015

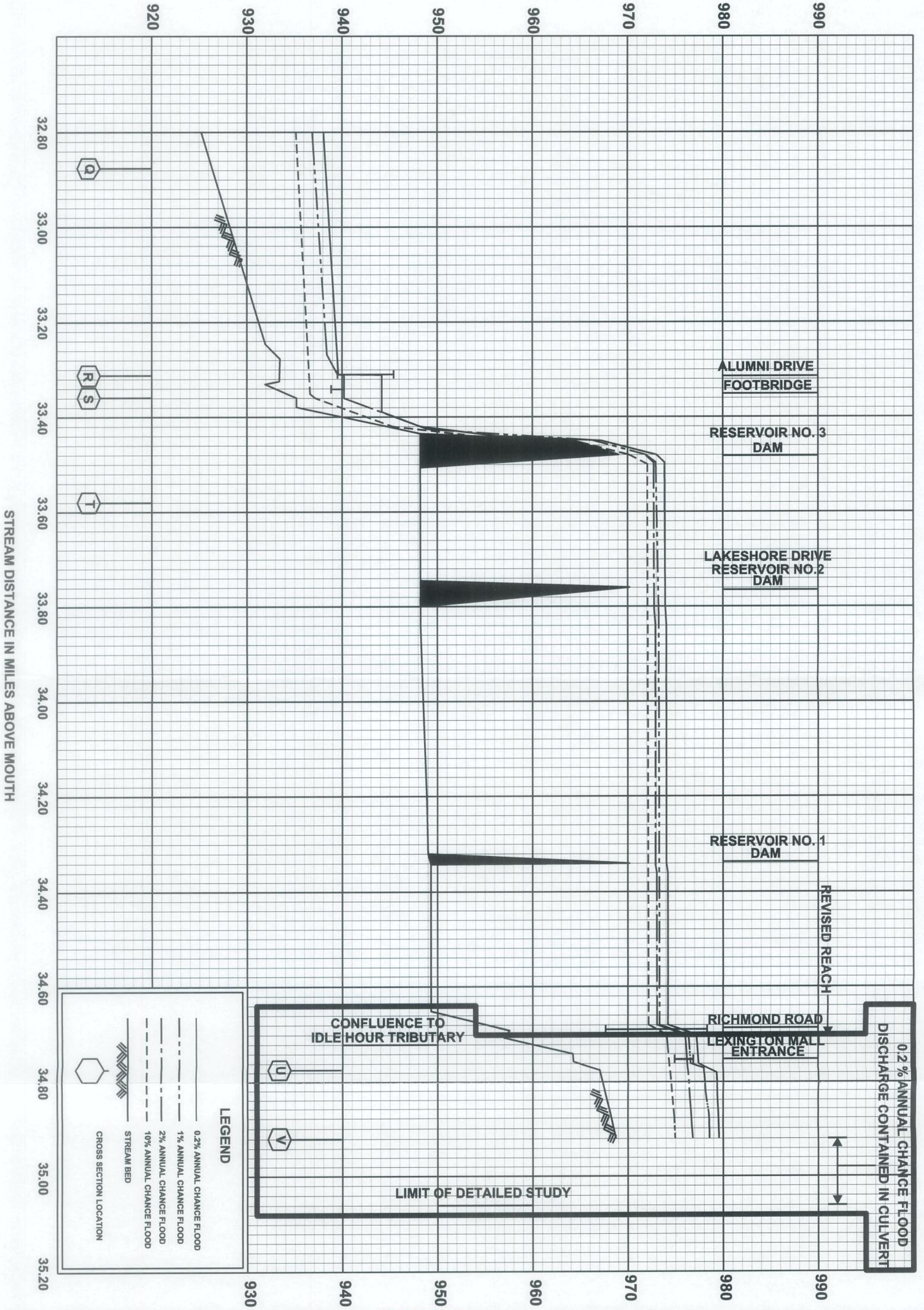
FLOOD PROFILES

IDLE HOUR TRIBUTARY

FEDERAL EMERGENCY MANAGEMENT AGENCY
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT, KENTUCKY

101P

ELEVATION IN FEET (NAVD)



LEGEND

- 0.2% ANNUAL CHANCE FLOOD
- - - 1% ANNUAL CHANCE FLOOD
- · · 2% ANNUAL CHANCE FLOOD
- · - · 10% ANNUAL CHANCE FLOOD
- ▨ STREAM BED
- CROSS SECTION LOCATION

REVISED TO REFLECT LOMR EFFECTIVE: July 21, 2015

FLOOD PROFILES

WEST HICKMAN CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT, KENTUCKY

199P

Attachment C: SAMPLE Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2015 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 improvements to the Idle Hour Park as contemplated in the **OWNER**'s Request for Proposal No. 11-2015 The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 11-2015.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 11-2015 (Exhibit "A") and Consultant's Response dated 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. 11-2015 (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. 11-2015 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "A" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

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 in Exhibit C and below.

<u>Phase A Cost (Total Cost of Services Below)</u>	\$ _____
Geotechnical Survey and Report:	\$ _____
Schematic Design:	\$ _____

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

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

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

Unit Pricing

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

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

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

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

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the OWNER without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is to the total amount of work provided for herein, as determined by mutual agreement between the OWNER and the CONSULTANT.

5.3.2. In the event the services of the CONSULTANT are terminated by the OWNER for fault on the part of the CONSULTANT, the CONSULTANT shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the OWNER.

5.3.3. In the event the CONSULTANT shall terminate the Agreement because of gross delays caused by the OWNER, the CONSULTANT shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The OWNER reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the CONSULTANT.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the CONSULTANT pursuant to this Agreement shall be delivered to and become the property of the OWNER.

The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act

to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **CONSULTANTS** and his sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.9. Resident Services During Construction.

The **OWNER** will furnish a Resident Project Inspector.

6.10. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 28-2013 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:

CONSULTANT:

SAMPLE

Design Services for Idle Hour Park Improvements (revised 4/2015, Add #1

Request for Proposal No. 11-2015

Form of Proposal

Consultant:

Address:

1. General

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

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

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

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

6. Lump Sum Pricing

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

Phase A Cost (Total Cost of Services Below) \$ _____

Geotechnical Survey Allowance: \$ 10,000.00

Schematic Design: \$ _____

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

Phase B (Design Development) Cost \$ _____

Phase C (Construction Documents) Cost \$ _____

Phase D Cost (Total Cost of Services Below) \$ _____

Bidding Assistance: \$ _____

Construction Administration: \$ _____

Punch List, Inspections, & Close Out: \$ _____

7. Unit Pricing

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

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

- 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 _____%

8. Add Alternates

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

\$ _____

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

\$ _____