

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2012, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Barrett Partners, Inc., 209 East High Street, Lexington, KY 40507 (**CONSULTANT**). **OWNER** intends to proceed with the Landscape Architecture Services for Non-Paved Site Restoration (Landscaping & Yards) as described in the attached Exhibit A, "Request for Proposals/Scope of Professional Services and Related Matters, RFP#4-2012." The services are to include customary landscape architecture services as related to completion and submission of deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. 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 services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional landscape architecture 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

1.1. General

- 1.1.1. **CONSULTANT** shall perform the specific professional services as further described and defined in the **PROJECT**, which is comprised of all of the Final Task Order(s) (as further defined herein) issued by the **OWNER**.
- 1.1.2. The following attached Exhibits are incorporated into this Agreement as if fully stated herein:
 - Exhibit A—"Request for Proposals/Scope of Professional Services and Related Matters RFP#4-2012" (including all Addendums);
 - Exhibit B—"Insurance Certificate";
 - Exhibit C—"Proposal of Professional Services and Related Matters" (**CONSULTANT'S** response to RFP#4-2012)
 - Exhibit D—"Further Description of Basic Professional Services and Related Matters" (sample Task Order).

If there is conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions Exhibit A, Exhibit C, and the provisions of the Final Task Orders.

- 1.1.3. Each task order will be negotiated between the **OWNER** and **CONSULTANT** and is final when documented in writing and signed by authorized representatives of both **OWNER** and **CONSULTANT**, at which point it will be considered a Final Task Order. The authorized representative of **OWNER** is specified in subparagraph 8.1.1. below. **CONSULTANT** shall designate its authorized representative for each Task Order and shall notify **OWNER** in writing prior to the negotiation of each Task Order.

1.2. Project Phase

Each Final Task Order shall be considered a separate phase of the **PROJECT**. Upon issuance of each Final Task Order, **CONSULTANT** shall:

- 1.2.1. Notify **OWNER** in writing of its authorized representative who shall act as **PROJECT** liaison representative between **CONSULTANT** and **OWNER**.
- 1.2.2. Perform all duties necessary to fully complete each Final Task Order in accordance with this Agreement and the attached Exhibits.
- 1.2.3. Provide written documentation to **OWNER** of any meetings, which shall include the incorporation of any comments and any changes to the final work produce.
- 1.2.4. Provide the following Work Product Documents to **OWNER**:
 - 1.2.4.1. Five (5) written copies (hardcover) of all initial draft work products for this **PROJECT**.
 - 1.2.4.2. After **OWNER**'s detailed review and comment on the above, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and provide **OWNER** with five (5) written copies (hardcover) of the proposed Final Draft Work Product document and one (1) electronic copy which shall include all appendices, and which is in a form that can readily be converted by **OWNER** to quick-link accessible through **OWNER**'s Website.
 - 1.2.4.3. **OWNER** shall have ten (10) business days within which to accept (either with or without additional conditions) or deny each proposed Final Draft Work Product document. It is conditionally accepted or denied, **OWNER** shall provide **CONSULTANT** a detailed written explanation for the determination.
 - 1.2.4.4. **CONSULTANT** shall have ten (10) business days to correct any deficiencies noted by **OWNER** and submit the amended Final Work Product Document, which must be accepted by **OWNER**.
 - 1.2.4.5. Upon final acceptance by **OWNER**, **CONSULTANT** shall provide **OWNER** with five (5) final copies (hardcover) and one (1) electronic copy of each Final Work Produce Document.
- 1.2.5. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** 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).

SECTION 2 - EXTRA WORK 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 the expressed intent of this Agreement. Such work shall be considered as "Extra Work," 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 "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" 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 Extra Work 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 attached Exhibit A “Request for Proposals/Scope of Professional Services and Related Matters” 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.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order 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 **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT

5.1.1. For Basic Services

OWNER shall pay CONSULTANT a lump sum fee for each Final Task Order, the amount of which shall not exceed the dollar value established for each sub-task identified in the task order based upon rates provided to the OWNER in Exhibit C.

5.1.2. For Extra Work

"Extra Work" shall be paid for by the **OWNER** on the basis of the Task Order fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. CONSULTANT shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

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 for which it has not already been paid 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 for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, 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 that 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, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

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 of the work. 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 hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision 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 landscape architects 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 raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care.. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

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** unless required by law

6.8. Access to Records

The **CONSULTANT** 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 Agreement period and for three (3) years from the date of final payment under the

Agreement 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 Professional Services Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms “**CONSULTANT**” and “**OWNER**” shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. 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 **OWNER** 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. In the event **OWNER** 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 OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT. The cost of such insurance shall be included in any proposal:

<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	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage 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 OWNER. (OWNER does not need to be named as additional insured).
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. 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 OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- h. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.

6.9.4.2. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that OWNER may review, audit and inspect any and all of CONSULTANT'S records and operations to insure compliance with these Insurance Requirements.

6.9.5. 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 OWNER.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. CONSULTANT also agrees that OWNER may elect as 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 this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this 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.
- 7.2.1. 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, EXHIBITS, AND SCHEDULES

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (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 his 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 his designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or his 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.
- 8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Barrett Partners, Inc.

BY: _____
JIM GRAY, MAYOR

BY: Brenda Barrett ASLA
BRENDA BARRETT, ASLA

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Brenda Barrett, as the duly authorized representative for and on
behalf of _____, on this the 10 day of May, 2012.

My commission expires: 01/15/2012.

Jerry L. Stewart
NOTARY PUBLIC

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF PROFESSIONAL SERVICES
AND RELATED MATTERS**

RFP#4-2012



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2012 – RFQ for Landscape Architecture Services for Non-Paved Site Restoration (Landscaping & Yards)** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 9, 2012**.

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

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

RFP #4-2012 – RFQ for Landscape Architecture Services for Non-Paved Site Restoration (Landscaping & Yards)

If mailed, the envelope must be addressed to:

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

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

Contention Process

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

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

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

EVALUATION CRITERIA – see attached Evaluation Scoring Sheet

1. Project Manager Qualifications – Specialized experience and technical competence of the person or firm with the type of service required.
2. Experience in Similar Work **with emphasis on residential landscaping** – Past record and performance on contracts with the LFUCG or other government agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
3. Capacity/related to project size to perform the work, including any specialized services, within the time limitations.
4. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
5. Degree of local employment to be provided by the person or firm. Local is defined as being located in the Lexington Metropolitan Statistical Area (MSA). This includes the following counties: Bourbon, Clark, Fayette, Jessamine, Scott, and Woodford.
6. Estimated Cost of services – see attached instructions, pricing table for lump sum submittals, & hourly rates table.

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

Questions shall be addressed to:

Betty Landrum, Buyer Senior
Division of Central Purchasing
bettyb@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2012.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____ Date: ____ / ____ / ____

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

Prepared by: _____ Name & Title

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

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

PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract, and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Proposer shall include copies of dated advertisement with his submittal
 - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from

firms that were contacted indicating that they would not be submitting a proposal.

- D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development
tyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC

Shawn.rogers@uky.edu

Shiree Mack

smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvckv.org
859-231-0054

Kentucky Department of Transportation

Sheila Jarvis
Sheila.Jarvis@ky.gov
502-564-3601

KPAP

Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton

Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rvaldon@orcwi.org
513-487-6534

Kentucky Small Business Connect

Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**

www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM
RFP #4-2012

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

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

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

Company

By

Date

Title

LFUCG MBE/WBE SUBSTITUTION FORM
RFP #4-2012

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

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

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

Company

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM
RFP #4-2012

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	RFP Package / RFP Date

MBE/WBE 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 MBE/WBE 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.

RFP #4-2012 _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
RFP #4-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.

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

Company

Company Representative

Date

Title

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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**

**RFP #4-2012 – RFQ for Landscape Architecture Services for Non-Paved
Site Restoration (Landscaping & Yards)**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, 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 OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by LFUCG. 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	\$1 million per occurrence, \$2 million aggregate
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 OWNER.
- 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 OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

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.

00334820

**REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
LANDSCAPE ARCHITECTURE SERVICES
RELATED TO
NON-PAVED SITE RESTORATION
(Landscaping and Yards)**

The Lexington Fayette Urban County Government (LFUCG) is requesting Statements of Qualifications (SOQs) and hourly rates from Landscape Architects (Consultant), licensed in the Commonwealth of Kentucky, for professional services related to management of Non-Paved Site Restoration of properties disturbed by activities of LFUCG's Division of Water Quality (DWQ) more specifically identified as Sewer Line Maintenance projects, Sanitary Sewer and Storm Sewer Rehabilitation projects, Neighborhood projects, or Consent Decree/Remedial Measures projects. It is the intent of DWQ to retain no more than two (2) qualified Landscape Architects (individuals or firms) providing professional expertise to assist DWQ in the management of Non-Paved Site Restoration resulting from certain activities of DWQ's daily operations and construction related efforts.

Scope of Services

The Consultant shall manage all aspects of Non-Paved Site Restoration including pre-construction inspections, calculating a value of restoration on a parcel by parcel basis, negotiations with property owners related to Non-Paved Site Restoration, landscape contractor negotiations, maintenance of records and reporting.

More specifically, the Consultant, based upon a list of disturbed or to be disturbed properties, as provided by DWQ, shall:

- In concert with DWQ, establish a unit price Schedule of Values for Non-Paved Site Restoration to be used as a basis for restoration activities. The RSMeans publication, The 2012 Building Construction Data, 70th Annual Edition is the publication that Consultants should use as a basis for negotiating restoration costs.
- Conduct pre-construction site visit and make photographic and other records of preconstruction condition.
- Conduct post-construction site visit and prepare an opinion of Non-Paved Site Restoration Costs to be used as a basis for negotiations with property owners or identified landscape contractors.
- Negotiate, in the best and sole interest of LFUCG/DWQ, a lump sum amount with property owners or identified landscape contractors.
- Maintain and submit monthly reports (spread sheet format) of the status of Non-Paved Site Restoration status per parcel and request single, one time pay requests per parcel for payment for Non-Paved Site Restoration to property owners or identified landscape contractors.
- Obtain an executed Waiver and Release form (to be provided by LFUCG) from property owners as it relates to activities of DWQ.
- Request single, one time pay request per parcel for payment to property owners relating to Non-Paved Site Restoration as it relates to activities of DWQ.

- Meetings as required by DWQ.

Contract Type

The contract will be an indefinite services delivery contract. **There will be no guarantee of work for any selected firm or firms.** The selected firm or firms will be issued Task Orders for specific operational or capital project areas for which the identified services will be provided.

Contract Term

The term of the contract will be for one year with up to five, one-year, elective renewals, at the sole discretion of LFUCG. Consultants will be allowed to submit revised hourly rates upon elective contract renewals. Contract periods for specific capital projects may exceed the one year timeframe. In such cases the contract period shall cover the period necessary to fulfill the obligation of an executed Task Order for that specific operational or capital project.

Qualifications

Consultants submitting SOQs shall be:

- Professionally licensed in the Commonwealth of Kentucky as a Landscape Architect
- Maintain an office in the Lexington Metropolitan Statistical Area (MSA). This includes the following counties: Bourbon, Clark, Fayette, Jessamine, Scott and Woodford
- Able to respond to specific sites as directed by DWQ within 48 hours of written notice by DWQ.
- Be knowledgeable with respect to plant species common to this area
- Be experienced and knowledgeable in the costs of landscape restoration work and in negotiations for such work
- Shall maintain required insurance – see attached provisions

Statements of Qualifications

Statements of Qualifications shall be structured as follows:

Cover Letter

Letter of interest. One page.

Project Team Identification

Provide the name of the individual, firm or team of firms; contact information for each including primary contact, address, business phone number, email address. Identify Disadvantaged Business Enterprise (DBE) / Minority Business Enterprise (MBE) sub-consultants. One page

Project Team

Provide organizational chart showing team members and sub-consultants. Provide resumes of key team members. Identify role of key team members. Ten pages maximum. Resumes shall be one page maximum.

Experience

Identify related firm or individual experience (chart form) with *specific emphasis on residential landscaping experience*. Identify client, project, description of project, client contact information (name, phone number, and email address). Specifically note insurance related site restoration work - five projects or clients minimum. Five pages maximum.

Hourly Rates

Identify hourly rates for all project team members. One page maximum.

Evaluation Criteria:

DWQ will evaluate the Statements of Qualifications according to the following criteria:

	Criteria	Points
1.	Project Manager Qualifications - Specialized experience and technical competence of the person or firm with the type of service required	30
2.	Experience in Similar Work <i>with emphasis on residential landscaping</i> – Past record and performance on contracts with the LFUCG or other government agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling	30
3.	Capacity/related to project size to perform the work, including any specialized services, within the time limitations	5
4.	Character, integrity, reputation, judgment, experience and efficiency of the person or firm	5
5.	Degree of local employment to be provided by the person or firm. Local is defined as being located in the Lexington Metropolitan Statistical Area (MSA). This includes the following counties: Bourbon, Clark, Fayette, Jessamine, Scott and Woodford	10
6.	Estimated Cost of Services – see attached instructions, pricing table for lump sum submittals, & hourly rates table	20

SOQs shall contain the appropriate information necessary for evaluation based upon these criteria. A committee composed of LFUCG employees will evaluate the proposals.

Questions should be addressed to:

Betty Landrum, Buyer Senior
 Division of Central Purchasing
bettyb@lexingtonky.gov

RFP #4-2012 - RFP for Landscape Architecture Services for Non-Paved Site Restoration (Landscaping & Yards)				
Consultant Name:				
Selection Criteria	Notes	Total Points	Weighted Score	Comment
Project Manager Qualifications - Specialized experience and technical competence of the person or firm with the type of service required		30		Weighted Score= (Total Points/5) xScore
Experience in Similar Work with emphasis on residential landscaping - Past record and performance on contracts with the LFUCG or other government agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling		30		Weighted Score= (Total Points/5) xScore
Capacity/related to project size to perform the work, including any specialized services, within the time limitations		5		Weighted Score= (Total Points/5) xScore
Character, integrity, reputation, judgment, experience and efficiency of the person or firm		5		Weighted Score= (Total Points/5) xScore
Degree of local employment to be provided by the person or firm. Local is defined as being located in the Lexington Metropolitan Statistical Area (MSA). This includes the following counties: Bourbon, Clark, Fayette, Jessamine, Scott and Woodford		10		Weighted Score= (Total Points/5) xScore
Estimated Cost of Services - see attached instructions, pricing table for lump sum submittals, & hourly rates table		20		Weighted Score= (Total Points/5) xScore
Final Technical Score		100		

DBE Participation(Name) _____
 DBE Portion(Percentage) _____
 Affidavit _____
 Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____

Comments: _____

Description	Adjective	Numeric Rating
Falls to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1
Falls to meet requirements, significant deficiencies that may be correctable	Poor	2
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3
Meets requirements and exceeds some requirements; no deficiencies	Good	4
Exceeds most, if not all requirements; no deficiencies	Excellent	5

**LANDSCAPE ARCHITECTURE SERVICES
BASE COST OF SERVICES EVALAUTION
INSTRUCTIONS**

Due to the variable nature of actual costs for negotiating landscape restorations with individual parcel owners, LFUCG is requesting hourly rates along with lump sum cost estimates for specific tasks. The lump sum cost estimates for the specific tasks will be one of the selection criteria used in evaluating proposals and are further described below:

SPECIFIC COST ESTIMATE I

In order to better evaluate project costs during the selection process, LFUCG has selected three (3) specific example parcels that each proposer must consider when submitting their cost of services proposals. Each proposer must provide, in addition to hourly rates for future Task Order work, a lump sum/ per parcel cost estimate based on their expected effort to:

Sub-Task 1 - Complete a detailed inspection of the parcel to determine the quantities involved;

Sub-Task 2 - Prepare a written estimate for replacement value, based on a pre-prepared schedule of values;

Sub-Task 3 - Submit the written estimate to the parcel owner and the LFUCG project manager.

The selected example parcels are:

- A. 1237 Kenesaw Village Drive
- B. 149 E. Tiverton Way
- C. 1756 Appomattox Rd.

Maps showing the example parcels and the boundary area of restoration for each parcel are included in this *Request for Qualifications*.

Proposers should not submit a restoration cost estimate, just an estimate of the proposer's fee for completing the three sub-tasks listed above, on a parcel by parcel basis. Criteria that should be used when visiting these example parcels are:

1. View each parcel from the public street or sidewalk, do not enter private property.
2. Assume that within the boundary shown on each map, all landscape items will be destroyed.
3. Non-landscape items such as driveways, sidewalks and fences are not (will never be) part of a future landscape restoration estimate.

SPECIFIC COST ESTIMATE II

Proposers should provide the lump sum fee estimate for preparing a unit price Schedule of Values to be used in work associated with all future parcel inspections and estimates. This lump sum fee estimate is completely unrelated to SPECIFIC COST ESTIMATE I described above. Instead, this lump sum fee should be the proposers estimated cost for researching, documenting and finalizing the unit price restoration values for residential landscaping components expected to be encountered during the duration of the project. This would include unit price restoration values for typical trees, shrubs, bushes, perennials and grasses found in Central Kentucky.

BASIS FOR EVALUATING COST COMPONENT OF EACH PROPOSAL

The estimated fee component of each proposal will be valuated on the sum of SPECIFIC COST ESTIMATE I and SPECIFIC COST ESTIMATE II, as provided in the proposals. Failure to follow the prescribed approach and utilize the required forms make lead to your proposal begin disqualified as "incomplete".

RFP #4-2012
 LANDSCAPE ARCHITECTURE SERVICES
 APPENDIX II

	DESCRIPTION	LUMP SUM FEE
Specific Cost Estimate I	1237 Kenesaw Village Drive - estimated fee for sub-tasks 1 thru 3	
Specific Cost Estimate I	149 E. Tiverton Way - estimated fee for sub-tasks 1 thru 3	
Specific Cost Estimate I	1756 Appomattox Rd. - estimated fee for sub-tasks 1 thru 3	
Specific Cost Estimate II	Preparation of the unit price Schedule of Values to be used in work associated with all future parcel inspections and estimates	
	GRAND TOTAL	

HOURLY RATE QUOTATION
RFP #4-2012
LANDSCAPE ARCHITECTURE SERVICES
APPENDIX II

	Title	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 4-2012

Date: March 1, 2012

Subject: RFO for Landscape Architecture Services for Non-Paved Site Restoration (Landscaping & Yards)

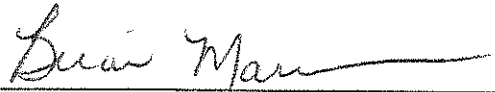
Please address inquiries to:
Betty Landrum (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- 1) See attached Engineering Services Agreement that applies to this project.
- 2) A typo is currently shown on the Scoring Sheet in the Title of the Project. RFW should be RFQ.

Questions	Answers
Scope of Services The 3rd bullet references a post-construction site visit for negotiations with the property owner. Please expand or clarify the purpose of the post-construction site visit.	The post construction site visit is necessary to finalize the replacement value. Post construction findings should be compared to preconstruction records in order to correctly and accurately determines replacement value.
Is the pay request identified in Bullet 7 the same pay request identified in bullet 5 or are they 2 different pay requests?	Final editing of the scope missed this duplicate wording - they are the same pay requests.
Specific Cost Estimate I Does Sub-Task 3 include negotiating with the owner/contractor, obtaining the waiver, and submitting the pay request?	No
The Scope of Services reference "maintain and submit monthly reports" and "meetings as required with DWQ". Where are the fees for this time to be included in the proposal?	The hourly rates quoted in the proposals will be used to negotiate fees for maintaining monthly reports, submitting monthly reports and meetings as required.



Brian Marcum, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2012, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and _____ (name & address) _____ (CONSULTANT). OWNER intends to proceed with the RFQ for Landscape Architecture Services for Non-Paved Site Restoration (Landscaping & Yards) as described in the attached Exhibit A, "Request for Proposals/Scope of Engineering Services and Related Matters, RFP #4-2012." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. 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 engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT shall provide professional consulting services for OWNER in all phases of the PROJECT to which this Agreement applies, serve as OWNER'S professional 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

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, RFP #4-2012" (including Appendices _____ and Addendums _____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #4-2012), and amendments to the

CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of EXHIBIT A, then EXHIBIT D, and then EXHIBIT C.

- 1.2.3 The CONSULTANT shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The CONSULTANT shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft final work products for this PROJECT. The copies of the initial draft final reports are submitted for review and comment by the OWNER, and should be presented in person to the OWNER.
- 1.2.5. After the OWNER'S detailed review, the CONSULTANT will revise the initial draft final for all work products for this PROJECT, and the CONSULTANT shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this PROJECT, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the OWNER'S Website. The OWNER shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the OWNER shall provide a detailed explanation in writing for the basis of such denial. Once the OWNER accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify OWNER of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to OWNER within five (5) business days whenever CONSULTANT 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).

SECTION 2 - EXTRA WORK 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 the expressed intent of this Agreement. Such work shall be considered as "Extra Work", 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 "Extra Work" and shall be paid as such.

- 2.2. All "Extra Work" 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 Extra Work 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 in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" 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.
- 4.3. If a delay results from the acts of OWNER or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by OWNER.
 - 4.3.1. If the above type of delay occurs and CONSULTANT wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

- OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order 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 **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of **CONSULTANT**

5.1.1. For Basic Services

OWNER shall pay **CONSULTANT** a lump sum fee for each Final Task Order, the amount of which shall not exceed the dollar value established for each sub-task identified in the order. Each task order shall contain scope of work, fee—as established in **EXHIBIT C**, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.2. For Extra Work

"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra

Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

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 for which it has not already been paid 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 for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, 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 that 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, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

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 of the work. 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 hereunder may be resolved by agreement of the OWNER'S Agent (Section 8.1.1) and the CONSULTANT. In the absence of such an agreement, the dispute shall be submitted to the OWNER'S Commissioner, Department of Environmental Quality & Public Works, whose decision 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 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 raw data, reports, Drawings and Specifications have been accepted by the OWNER, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the OWNER, the CONSULTANT has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of CONSULTANT to provide the expected level of accuracy may be grounds for the OWNER to terminate this Agreement.

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 unless required by law

6.8. Access to Records

The CONSULTANT 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 Agreement period and for three (3) years from the date of final payment under the Agreement 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 engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The CONSULTANT understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the CONSULTANT to the OWNER.

As used in these Risk Management Provisions, the terms "CONSULTANT" and "OWNER" shall be defined as follows:

- a. CONSULTANT means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. OWNER means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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 (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that CONSULTANT shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of OWNER. 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 OWNER 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. In the event OWNER 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 OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. FINANCIAL RESPONSIBILITY

The CONSULTANT understands and agrees that the CONSULTANT shall, prior to final acceptance of the CONSULTANT'S proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement 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 OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT. The cost of such insurance shall be included in any proposal:

<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	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include Business Interruption coverage.

- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage 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 OWNER. (OWNER does not need to be named as additional insured).
- e. OWNER 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. 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 OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.

6.9.4.2. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that OWNER may review, audit and inspect any and all of CONSULTANT'S records and operations to insure compliance with these Insurance Requirements.

6.9.5. 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 OWNER.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. CONSULTANT also agrees that OWNER may elect as 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 this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this 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.

7.2.1. 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, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, OWNER has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (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 his 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 his designee. The CONSULTANT shall look only to the OWNER'S Agent or his 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.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and EXHIBITS A, B, C and D and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either OWNER or CONSULTANT.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
JIM GRAY, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)
)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2012.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP #4-2012

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

EXHIBIT D

**FURTHER DESCRIPTION OF BASIC
ENGINEERING SERVICES AND
RELATED MATTERS**

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR _____

CONSULTANT

OWNER

Name	_____	Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	chmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

Two originals of this work order shall be executed by the Owner and returned to _____. A fully executed copy will be returned to the Owner.

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2012

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

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

PRODUCER Phone: (859) 873-4141 Fax: (859) 873-7623

BOHANNON-MEYER INSURANCE, INC.

201 LEXINGTON ST

PO BOX 8

VERSAILLES KY 40383

CONTACT NAME: Kelly J. Logan

PHONE (A/C, No., Ext): (859) 873-4141

FAX (A/C, No.): (859) 873-7623

E-MAIL ADDRESS: klogan@bminsure.com

INSURED
BARRETT PARTNERS, INC.
C/O BRENDA BARRETT
209 EAST HIGH STREET
LEXINGTON KY 40507

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Owners Insurance Company

32700

INSURER B : Auto-Owners Insurance Company

18988

INSURER C : Continental Casualty

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 4943

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			4742261200	11/01/11	11/01/12	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED. EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY			4742261200	11/01/11	11/01/12	PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$ 1,000,000	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (per accident)	\$	
	UMBRELLA LIAB							\$	
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED							\$	
	RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52001012	11/01/11	11/01/12	WC STATU-TORY LIMITS	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	\$ 500,000	
							E.L. DISEASE-EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE-POLICY LIMIT	\$ 500,000	
C	Professional Insurance			LAH254038770	11/01/11	11/01/12		\$1,000,000 AGG/OCC DEDUCTIBLE \$2,500	

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

LANDSCAPE ARCHITECTURE & PLANNING

CERTIFICATE HOLDER SHOWN IS ADDITIONAL INSURED ON GENERAL LIABILITY/AUTO POLICY PER FORM 54619.

CERTIFICATE HOLDER

CANCELLATION

LFUGG
 200 EAST MAIN ST
 LEXINGTON, KY 40507

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

AUTHORIZED REPRESENTATIVE

Attention: BETTY LANDRUM

EXHIBIT C

**PROPOSAL OF PROFESSIONAL SERVICES
AND RELATED MATTERS**

Barrett Partners, Inc.

PLANNING AND LANDSCAPE ARCHITECTURE

209 EAST HIGH STREET
LEXINGTON, KENTUCKY 40507
(859) 381-9697
brenda@barrettpartnersinc.com

RFP #4-2012

**RFQ for
Landscape Architecture Services
for Non-Paved Site Restoration
(Landscaping & Yards)**

March 9, 2012

www.barrettpartnersinc.com

Barrett Partners, Inc.

PLANNING AND LANDSCAPE ARCHITECTURE

209 EAST HIGH STREET
LEXINGTON, KENTUCKY 40507
(859) 381-9697
brenda@barrettpartnersinc.com

March 9, 2012

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

Dear Sirs:

Barrett Partners is pleased to submit the following proposal for RFP #4-2012 – RFQ for Landscape Architecture Services for Non-Paved Site Restoration (Landscaping & Yards).

Barrett Partners, Inc. is a specialized consulting firm offering services in landscape architecture and planning. Formed in 1999 our office is located in the historic Beck House on High Street in downtown Lexington, Kentucky. Barrett Partners has worked with the LFUCG in the past as a sub-consultant to various architectural and engineering firms on projects such as the expansion of the Solid Waste facility, McConnell's Trace Greenways, and the Coldstream Court drainage study. Additionally, I have personal experience with a similar project as a homeowner. When the sanitary sewer was reconstructed in my own yard I provided a cost estimate to the LFUCG Division of engineering for the reimbursement and restoration of the disturbed plant material.

Our team is exceptionally knowledgeable about the Central Kentucky Landscape, and we know the plants that grow and thrive here. Barrett Partners works closely with Landscape Contractors to insure that our clients are more than satisfied with their landscaping. We stay in communication with local nurseries and we are up to date with current plant availability and prices.

Barrett Partners is capable of handling all of the work outlined in this request. We can manage all aspects of the Non-Paved Site Restoration, including performing site visits, and preparing written and photographic documentation of these visits. We can calculate a value for the restoration and negotiate with the property owners, work with landscape contractors and maintain records for LFUCG's Division of Water Quality.

Barrett Partners is proud to have provided exceptional landscape architectural design, site design and planning services for numerous projects in Lexington and Central Kentucky. Visit our web site at www.barrettpartnersinc.com to see more examples of our projects and the services we offer. Please feel free to contact me at 859-381-9697 with any questions or for additional information.

Sincerely,



Brenda Barrett

Barrett Partners, Inc.

PLANNING AND LANDSCAPE ARCHITECTURE

209 EAST HIGH STREET
LEXINGTON, KENTUCKY 40507
(859) 381-9697
brenda@barrettpartnersinc.com

Project Team Identification

Brenda Barrett – Project Manager, Landscape Architect
209 East High Street
Lexington, KY 40507
Ph. (859) 381-9697
brenda@barrettpartnersinc.com

Matt Fleece – BSLA
209 East High Street
Lexington, KY 40507
Ph. (859) 381-9697
matt@barrettpartnersinc.com

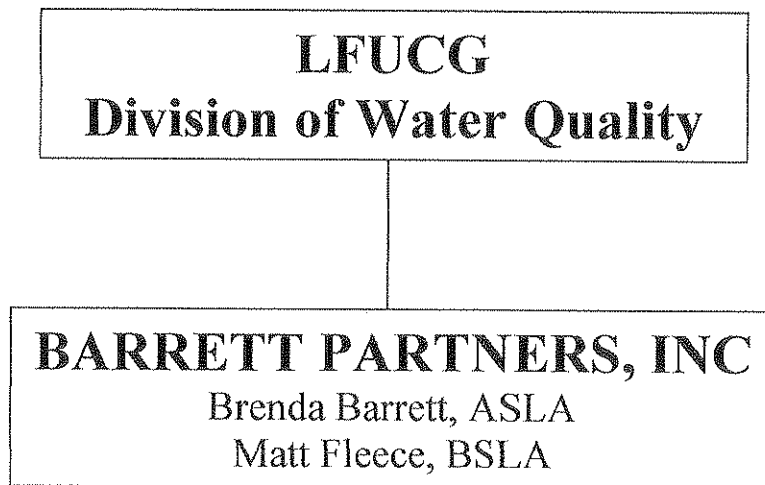
Barrett Partners, Inc. is certified by the Commonwealth of Kentucky's Transportation Cabinet to participate in the Disadvantage Business Enterprise (DBE) Program.

Barrett Partners, Inc.

PLANNING AND LANDSCAPE ARCHITECTURE

209 EAST HIGH STREET
LEXINGTON, KENTUCKY 40507
(859) 381-9697
brenda@barrettpartnersinc.com

Organizational Chart



Barnett Partners, Inc.

PLANNING AND LANDSCAPE ARCHITECTURE

209 EAST HIGH STREET
LEXINGTON, KENTUCKY 40507
(859) 381-9697
brenda@barrettpartnersinc.com

BRENDA B. BARRETT, Principal, Landscape Architect

Education: University of Kentucky - Bachelor of Science in Landscape Architecture

Professional Registration: Landscape Architect – Kentucky #607

Experience:

Ms. Barrett has thirty years experience in Landscape Architecture specializing in landscape design for private residences, apartment communities, offices, commercial and institutional sites. Ms. Barrett has extensive knowledge in plant material with an emphasis on native plant material. Additional experience in the nursery trade includes sales and directing the installation of landscape plans.

Ms. Barrett was recently honored with the Anne Lyon Crammond Award for her presentation “The Trees of Keene Place.” Additionally, Ms. Barrett is Chair of the garden at Ashland, The Henry Clay Estate, responsible for scheduling 60 volunteers, and procuring and managing contractors for the maintenance and upkeep of the formal garden.

In addition to landscape design, Ms. Barrett has experience in the preparation of cost estimates, preparing exhibits, and working with landscape contractors and related professionals. Ms. Barrett has been responsible for the design and installation of many residential landscape projects in Central Kentucky and the Washington, D.C. area. The following is representative of the projects Ms. Barrett has completed.

Private Residences – Lexington, Kentucky: Projects in Lexington include private residences for the following Richard Murphy Residence, Joe Palumbo Residence, Phil Holoubek Residence, Doug Martin Residence, John Voss Residence, Jason Justice Residence, Henry Knight Residence, Gatewood Arnold Residence, James Schrader Residence, Guy Bradley Residence, Dennis Anderson Residence, Tim O’Mera Residence, Joe Hacker Residence, and Thomas Mechas Residence. Plans vary in scope from comprehensive master plans to small courtyard gardens. In addition to landscape design features often include pools, decks, patios and other landscape amenities.

Significant works include:

Freibert Residence – Woodford County, Kentucky: Landscape Master Plan includes new foundation plantings, a croquet field, perennial borders, a shade garden, the relocation of an existing gazebo, and the addition of a new terrace. The terrace incorporates a natural water feature and a covered pavilion for outdoor dining. In addition to creating a series of outdoor rooms the new landscaping enhances and preserves the existing views from the residence to the scenic rural Kentucky landscape viewed from the front porch and the rear balcony.

Townley Park – Lexington, Kentucky: Landscape design for the single-family bungalows, the townhouses, and the second phase of the retail center at a new development west of downtown Lexington. The landscape plan enhances this traditional styled neighborhood giving it a timeless quality in this pedestrian friendly environment.

Jackson/Vance Residence – Scott County, Kentucky: The master plan and landscape design for this residence captures the beauty and simplicity of the rural setting. The landscape plan also includes two distinct courtyard gardens adjacent to the house. A quiet shade garden on the north side of the residence for rest and relaxation, and a sunny courtyard for a kitchen garden filled with herbs and enlivened by an informal water feature.

Barnett Partners, Inc.

PLANNING AND LANDSCAPE ARCHITECTURE

209 EAST HIGH STREET
LEXINGTON, KENTUCKY 40507
(859) 381-9697
matt@barrettpartnersinc.com

MATTHEW C. FLEECE, BSLA

Education: University of Kentucky - Bachelor of Science in Landscape Architecture

Professional Membership: American Society of Landscape Architecture

Experience:

Mr. Fleece is a 2010 graduate from the University of Kentucky Landscape Architecture program where he was a member of the "Beyond the Legacy" project that won the 2011 APA Kentucky Chapter Highest Honors Award for student projects. During his college career, Mr. Fleece held positions with Frank Otte Commercial Landscaping in Louisville, Kentucky, R.W. Thompson Landscaping in Lexington, Kentucky, and did an internship for Barnett Partners Inc. Upon graduation, Mr. Fleece spent a year as a landscape designer and sales manager for Stephen Hillenmeyer Landscape Services in Lexington before reuniting with Barnett Partners in 2011. The following is a representation of projects Mr. Fleece is working on or has completed.

Private Residences – Lexington, Kentucky: Employment at Stephen Hillenmeyer Landscape Services provided experience in residential design and project management. This included regular meetings with homeowners, landscape design, project cost estimates, and project oversight. The scope of work varied from providing estimates for mulch, sod, maintenance, and plant replacements, to larger scale landscape design and installation projects.

Morgan County Elementary School – Morgan County, Kentucky: Contributed to the design of the landscape plan including drafting of the site design for the project. Site plans include two playgrounds, paving design at the entrance of the school, and the design of retaining and signage walls. Landscape plans included the design of the two entrances off of KY Highway 7, screening and shade trees for the parking lot, landscaping around the two playgrounds, soccer field, screening of utilities, and enhancement of the school entrance and flag plaza. Walkways and paths were also designed to link all of the site activities in a safe and flowing manor. A cost estimate was produced to keep the project within budget.

Greek Orthodox Church – Lexington, Kentucky: Provided the grading plan and helped draft the site and landscape plans for the Greek Orthodox Church on Tates Creek Road. Through careful grading, three large 50-year old oak trees will be saved on the site. New landscaping screens the parking lot from Tates Creek Road, and provides a green buffer between the Church and its residential neighbors. A cost estimate for the landscaping was produced in order to stay within the provided budget.

Lakewood Park – Lexington, Kentucky: Contributed to a residential redevelopment project near the reservoirs on the south side of Lexington. These contributions included drafting site and landscape plans as well as creating an illustrative plan for the project. Worked with the client to produce a landscape cost estimate to keep the project within budget. Site features include two landscaped entrances to the community, additional internal parking to relieve on street parking and an improved pedestrian circulation system that includes a defined exercise trail throughout the site that connects with Lakeview Park.

Freibert Residence – Versailles, Kentucky: Drafted landscape plan for the residence and helped put together the plant schedule for the plan. Updates were made to the original landscaping in the front of the house, the side yard, and around the gazebo. An English flower border was also created at the edge of the large lawn.

Barrett Partners, Inc.

PLANNING AND LANDSCAPE ARCHITECTURE

209 EAST HIGH STREET
LEXINGTON, KENTUCKY 40507
(859) 381-9697
brenda@barrettpartnersinc.com

Experience Chart

<p>Richard Murphy ph. (859) 233-9811 email murphy@rvmurphyllaw.com</p>	<p>Murphy Residence - A new landscape design for this older residence following a new addition. Existing plant material was evaluated for its health and aesthetic contribution to the overall landscape. The new plan enhanced the curb appeal of the house on this corner lot. In the rear yard privacy was provided by the addition of a lush landscape buffer.</p>
<p>Phil Holoubek ph. (859) 268-4717 email cbadgolf@aol.com</p>	<p>Holoubek Residence - Landscape design for the rear yard following the addition of a pool and pool house. The plan enhanced the beauty of the new pool and helped to visually connect the existing house and terrace with the new pool, pool deck and pool house. Privacy for the new pool was provided by the addition of a landscape buffer adjacent to the neighboring properties.</p>
<p>Keith Gannon ph. (859) 585-2972 email kgannon@boneal.com</p>	<p>Gannon Farm - Landscape Plan for 125-acre farm east of Lexington. In addition to framing views along the entry drive, and screening along Route 537, the plan called for the reforestation of large tracts of existing pasture. Only native plants were used and the plan identified four different plant communities: 1) the mixed temperate woods characterized by a large diversity of species, 2) the ridge road with steep slopes and thinner soils, 3) the oak hill, an upland site that included oaks, buckeyes and redbuds, and 4) the riparian buffer that included plants that can tolerate periodic saturation with water.</p>
<p>Keith Gannon ph. (859) 585-2972 email kgannon@boneal.com</p>	<p>Gannon Farm 2 - Landscape Plan for 145-acre farm in the Knobs Region of Kentucky. Plans called for the establishment of trees along US 60 and along the boundaries of the property. While there is currently no residence on the farm the master plan identified the future home site. The landscape plan screens the road and the neighboring residences and enhances the long distance views from the future home site.</p>
<p>Dennis Anderson ph. (859) 231-0099 email dennis@andersoncommunities.com</p>	<p>Anderson Residence - Landscape design for a new home and pool. The front yard landscape plan enhanced the curb appeal of the house. In the rear yard a lush landscape buffer provided privacy to the pool area while the addition of a pergola with vines provided a place for shade.</p>
<p>Jason Justice ph. (859) 293-2141 email jason@ashfordoaksky.com</p>	<p>Justice Residence - A new landscape design for the front of this older residence following an exterior renovation. Existing plant material was evaluated for its health and aesthetic contribution to the overall scheme. The new landscape plan framed and enhanced the new facade of the house.</p>

Experience Chart

<p>James M. Schrader ph. (859) 288-5088 email jschrader@schraderllc.com</p>	<p>Schrader Residence - A new landscape design for this older residence enhanced the curb appeal of this house at the end of a cul-de-sac. A new landscape plan for the rear yard was also designed following addition of a new family room. Plans included a new terrace and a designated vegetable garden. Privacy was provided by the addition of lush landscaping between neighboring properties.</p>
<p>Debbie Reynolds ph. 606-424-0562</p>	<p>Reynolds Residence - Landscape design for the new pool and outdoor kitchen for this rural Kentucky estate. The landscaping enhances the formal pool area and frames the spectacular long distance views seen from the pool terrace. The landscaping also helps to provide a visible buffer between the pool and the adjacent outdoor kitchen.</p>
<p>Lois Ausherman Wright ph. (859) 255-4564 email ladown99@insightbb.com</p>	<p>Wright Residence - A new landscape design for the front yard of this older residence. Existing plant material was evaluated for its health and aesthetic contribution to the overall plan. New landscaping enhanced the curb appeal of the house, and gave it a fresh new look.</p>
<p>Teena Freibert ph. (859) 321-7347 email tfreibert@bgstaking.com</p>	<p>Freibert Residence - Landscape Master Plan included a croquet field, dog yard, the relocation of an existing gazebo, and the addition of a new terrace. The terrace incorporated a natural water feature and a covered pavilion for outdoor dining. In addition to creating a series of outdoor rooms the new landscaping enhanced and preserved the existing views from the residence to the scenic rural Kentucky landscape. Phase II of the landscape plan included the evaluation of the existing foundation plantings, new sidewalks, and a mixed flower border.</p>
<p>Dennis Anderson ph. (859) 231-0099 email dennis@andersoncommunities.com</p>	<p>Townley Park – Landscape design for the single-family bungalows for a new development west of downtown Lexington. Each individual home on the street was given a distinct landscape design that enhanced the facade of the bungalow while distinguishing it from its neighbors. Additionally, the diversity of plant material used throughout the neighborhood helped to create a healthy, diverse suburban ecosystem.</p>

HOURLY RATE QUOTATION
RFP #4-2012
LANDSCAPE ARCHITECTURE SERVICES
APPENDIX II

	Title	Hourly Rate
1	BRENDA BARRETT, PROJECT MANAGER, ASLA	# 95.00
2	MATT FLEECE, BSLA	# 60.00
3		
4		
5		
6		
7		
8		
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14		
15		

RFP #4-2012
 LANDSCAPE ARCHITECTURE SERVICES
 APPENDIX II

	DESCRIPTION	LUMP SUM FEE
Specific Cost Estimate I	1237 Kenesaw Village Drive - estimated fee for sub-tasks 1 thru 3	\$ 225.00
Specific Cost Estimate I	149 E. Tiverton Way - estimated fee for sub-tasks 1 thru 3	\$ 225.00
Specific Cost Estimate I	1756 Appomattox Rd. - estimated fee for sub-tasks 1 thru 3	\$ 225.00
Specific Cost Estimate II	Preparation of the unit price Schedule of Values to be used in work associated with all future parcel inspections and estimates	\$ 350.00
	GRAND TOTAL	\$ 1025.00

AFFIDAVIT

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

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

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

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

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

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

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

continued on next page

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

Further, Affiant sayeth naught.

Brenda Barnett

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brenda Barnett on this the 2nd day of March, 2012.

My Commission expires: 8/21/2014

Jeep S. Stewart
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

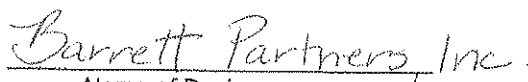
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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


Signature


Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Barnett Partners, Inc. Date: 3/2/12

Categories	Total		White		Latino		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Administrators												
Professionals	2											
Superintendents												
Supervisors												
Foremen												
Technicians												
Protective Service												
Para-Professionals												
Office/Clerical												
Skilled Craft												
Service/Maintenance												
Total:	3		2								2	

Prepared by: Brenda Barnett Landscape Architect
Name & Title

Firm Submitting Proposal: BARRETT PARTNERS, INC.

Complete Address: 209 E. HIGH ST. LEX. KY 40507
Street City Zip

Contact Name: BRENDA BARRETT Title: LANDSCAPE ARCHITECT

Telephone Number: 859-381-9697 Fax Number: 859-254-9925

Email address: brenda@barrettpartnersinc.com

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

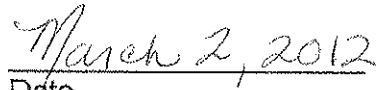
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided 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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 4-2012

Date: March 1, 2012

Subject: RFO for Landscape Architecture Services for Non-Paved Site Restoration (Landscaping & Yards)

Please address inquiries to:
Betty Landrum (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- 1) See attached Engineering Services Agreement that applies to this project.
- 2) A typo is currently shown on the Scoring Sheet in the Title of the Project. RFW should be RFQ.

Questions	Answers
Scope of Services The 3rd bullet references a post-construction site visit for negotiations with the property owner. Please expand or clarify the purpose of the post-construction site visit.	The post construction site visit is necessary to finalize the replacement value. Post construction findings should be compared to preconstruction records in order to correctly and accurately determine replacement value.
Is the pay request identified in Bullet 7 the same pay request identified in bullet 5 or are they 2 different pay requests?	Final editing of the scope missed this duplicate wording - they are the same pay requests.
Specific Cost Estimate I Does Sub-Task 3 include negotiating with the owner/contractor, obtaining the waiver, and submitting the pay request?	No
The Scope of Services reference "maintain and submit monthly reports" and "meetings as required with DWQ". Where are the fees for this time to be included in the proposal?	The hourly rates quoted in the proposals will be used to negotiate fees for maintaining monthly reports, submitting monthly reports and meetings as required.

Brian Marcum
Brian Marcum, Director
Division of Central Purchasing

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

COMPANY: Barrett Partners, Inc.

ADDRESS: 209 E. High St., Lexington, KY 40507

SIGNATURE OF PROPOSER: Brenda Barnett

Mike W. Hancock, P.E.
Secretary
Kentucky Transportation Cabinet

Steven L. Beshear
Governor

COMMONWEALTH OF KENTUCKY



Transportation Cabinet

certifies that

BARRETT PARTNERS, INC.

209 E. High Street, Lexington, KY 40507

*has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

March 30, 2014

Renewal Date

A handwritten signature in black ink, appearing to be "D. B. R.", written over a horizontal line.

DBE Liaison Officer

Kentucky
UNBRIDLED SPIRIT™

EXHIBIT D

**FURTHER DESCRIPTION OF BASIC
PROFESSIONAL SERVICES AND
RELATED MATTERS**

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR

CONSULTANT

OWNER

Name	_____	Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	chmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

Two originals of this work order shall be executed by the Owner and returned to _____. A fully executed copy will be returned to the Owner.