

AFA ENGINEERING, LLC

706 WESTLAND DRIVE, LEXINGTON, KY 40504 PHONE 859-255-4437 FAX 859-231-5024

ESTABLISHED OCTOBER 8, 1969

July 21 2014

Theresa Maynard
Lexington Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

RE: FRP 34-2014, Request for Qualifications for Professional Engineering Services

Dear Ms Maynard:

AFA Engineering, LLC is pleased to present our proposal for "Request for Qualifications for Professional Engineering Services"

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Gurley', written in a cursive style.

Matthew Gurley

2) FIRM QUALIFICATIONS

AFA Engineering has been providing MEP Consulting Engineering services since 1969. We are located in Lexington, Kentucky and have been providing our services throughout the Commonwealth in over 95 counties. We have over 80 years of combined experience at designing mechanical and electrical systems, and our experience ranges from handling very large projects to handling very small projects where creativity and cooperation with the contractor is needed to provide a solution that fits the project needs while staying in budget.

3) EXPERIENCE OF THE PROJECT TEAM

Tom Wilson, Jr. PE, President
Matt Gurley PE, Vice President
Jim Martin PE, Sr. Mechanical Engineer
Tommy Justice, Drafter

4) 5) RELEVANT PROJECTS (Each project listed is with LFUCG)

Cooling Tower Replacement at Police Roll Call building

Completed June 2013

Conducted through RFP process

Computer Room HVAC & Lighting Replacement

Complete September 2013

Conducted through RFP process

HVAC Replacement at Emergency Operations Center

Completed August 2013

Design-build with Mullis Inc. Mechanical Contractors

Bell House Boiler Replacement

Currently under design

Conducted through RFP process

Pump Replacements at Various Public Pools

Currently in bidding

Conducted through RFP process

Various HVAC System Evaluations

Conducted as per-diem work

Downtown Arts Center – November 2013

Community Action Center – December 2013

Coroner's Office – Currently in house.

6) HOURLY RATES

Principal In Charge	\$120
Project Engineer (PE)	\$90
Drafting	\$55

7) LOCAL OFFICE

AFA Engineering, LLC is located in Lexington, KY near the intersection of New Circle Rd and Old Frankfort Pike.

THOMAS B. WILSON, Jr., P.E.

Mr. Thomas B. Wilson joined AFA Engineering, LLC. in April 1999. He is President of the firm.

Education

- Bachelor of Science – Mechanical Engineering (1969), University of Kentucky

Experience

- CMW, Inc., 3 years.
- Bluegrass Army Depot, Facility Engineering, 15 years.
- WABCO, American Standard, 4 years.
- Central Associated Engineers, 10 years.

Registrations

- Kentucky Professional Engineer (1974) – #9017
- Indiana Professional Engineer (2003) -- #10303122
- Tennessee Professional Engineer (2006) _ 110602
- Alabama Professional Engineer (2006) _ 27711-E

Affiliations

- American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Past President
- American Society of Mechanical Engineers (ASME), Member

Key Qualifications

- Mr. Wilson has 15 Years in Facilities Maintenance/Operation and 30 Years of Consulting experience. Projects have included colleges, public schools, parochial schools, courthouses, jails, industrial clients, health care, and several federal government projects.
- Mr. Wilson was Facility Engineer for the Blue Grass Army Depot and for American Standards WABCO, Plant.

Project Experience

PARKS AND INDUSTRIAL

- Natural Bridge, Lodge HVAC Renovation, Campground renovation
- Greenbo Lake, Lodge HVAC Renovation
- Barren River, New Bath House
- Kentucky Horse Park, New Office Buildings
- Fort Knox, KY, 30 Projects
- Naval Weapons Support System, Crane, In., 20 Projects
- Redstone Arsenal, Al, 3 Major Asbestos Surveys

- US Postal Service, 10 Projects
- Lexington Blue Grass Army Depot, Replacement of overhead distribution system and installation of 1000' of new below grade piping.
- Naval Weapons Support Center, Crane Indiana, Replacement of steam/condensate system in 8 buildings and underground distribution to boiler building.
- Trane Co., Lexington, KY, Installation of Blow Down Heat Exchanger.
- Industrial Specification Buildings, 8, across Kentucky.
- Fit up of US Naturalization and Immigration Service Call Center.
- Fit up of US Document Center, Williamsburg, Kentucky.
- Fit up of Die Cast Corporation, Pulaski County, Kentucky.
- Design of Electroplating Shops, Blue Grass Army Depot, Louisville Naval Ordnance Facility, and Crane Naval Facility.

INSTITUTIONAL

- Warren County, New Courthouse, Jail Addition
- Mason Co. New Courthouse
- Lewis Co., Courthouse Annex
- McCreary Co., Courthouse ADA Upgrade
- Harlan County, New Jail
- Green River Correctional Complex, 314 Bed Dormitory, Vocational Upgrade Education
- Blackburn Correctional, New Boiler, Steam line extensions
- Frankfort Correctional Center, HVAC Upgrade
- Lexington Blue Grass Army Depot, 25 Projects
- Blackburn Correctional Complex, Addition of shop building to central steam distribution building.

HEALTH CARE

- VA Medical Center, Shreveport La, Asbestos Survey
- VA Medical Center, New Orleans, La Telephone Site Preparation & Asbestos Survey
- VA Medical Center, Louisville, Boiler House Renovations
- Ireland Army Hospital, Fort Knox, Kentucky, Replacement of steam condensate lines (3 systems at 3 pressures) throughout 10-story facility.

RELIGIOUS

- Over 30 New Church Buildings and Renovations.

TELEPHONE

- Central Associated Engineers, 10 years, 12 Telephone related projects.
- Telephone General Office and Exchange HVAC, Jamestown Kentucky.
- Telephone office complete renovation, Glasgow, Kentucky.
- HVAC for data and IT Rooms for 5 major call centers.
- VA Medical Center, Lex., Telephone/Communications Site Upgrade

JAMES L. MARTIN, P.E.

Education

- Bachelor of Science in Mechanical Engineering, 1977 - University of Kentucky; Lexington, Kentucky
- Associate of Science in Architectural Drafting, 1966 - Linn Technical Institute; Evansville, Indiana

Experience

- Adams-Frazier-Anderson—2006--Present
- CMW—Lexington, KY—1987--2006
- CMTA Engineers, Lexington, KY - 1981 - 1987
- Ladf-Marcum-Fuller Engineers, Lexington, KY - 1977 - 1981
- Hugh Dillehay & Assoc., Lexington, KY - 1975 - 1977
- Congleton Associates, Lexington, KY - 1973 - 1975
- Florence & Hutcheson, Paducah, KY - 1968 - 1973
- Greubel & Saletta, Evansville, IN - 1967 - 1968
- Jones, Florence & Brockenborough, Evansville IN - 1966 - 1967

Registrations

- Kentucky Professional Engineer (1977) - #10384
- Indiana Professional Engineer (1995) - # PE60900205
- Ohio Professional Engineer (1994) # E-58679
- West Virginia Professional Engineer (2002) # 15491
- Certified for Class A Audits for Office Buildings in Kentucky

Professional Affiliations

- American Society for Heating, Refrigeration & Air Conditioning Engineers
- National Society of Professional Engineers
- Kentucky Society of Professional Engineers
- Society of Fire Protection Engineers
- Board member of the Kentucky Department of Housing, Buildings and Construction

Key Qualifications

Mr. Martin has over 40 years of experience with design of mechanical systems for new construction as well as renovation of existing facilities. Project types include multiple use facilities, schools and colleges and universities, government use buildings, corporate office buildings, housing projects, healthcare and research facilities, and corrections facilities.

Relevant Project Experience

COURTHOUSES and JUSTICE CENTERS:

- Warren County Justice Complex, Bowling Green, KY
- Lewis County Courthouse, Vanceburg, KY
- Mason County Courthouse, Maysville, KY
- McCreary County Courthouse, Whitley City, KY
- Woodford County Courthouse, Versailles, KY
- Pike County Justice Complex, Pikeville, KY
- Fulton County Courthouse, Hickman, KY
- Graves County Courthouse, Mayfield, KY
- Floyd County Government & Justice Center, Prestonsburg, KY
- Carroll County Courts Building, Carrollton, KY
- Madison County Courthouse, Richmond, KY
- Madison County Courthouse Annex, Richmond, KY
- Ballard County Courthouse, Wickliffe, KY
- Breathitt County Justice Center, Jackson, KY
- Bullitt County Justice Center (CA only), Shepherdsville, KY
- Harrison County Courthouse, Cynthiana, KY
- Lyon County Courthouse, Eddyville, KY
- Menifee County Courthouse Annex, Frenchburg, KY
- Perry County Justice Center, Hazard, KY
- Rowan County Courthouse, Morehead, KY
- Simpson County Justice Center, Franklin, KY
- Wayne County Justice Center, Monticello, KY
- A Federal Courthouse in London, KY
- Scott County Jail & Justice Center, Georgetown, KY
- Martin County Courthouse, Inez, KY
- Montgomery County Courthouse, Mount Sterling, KY
- Grant County Courthouse, Williamstown, KY
- Edmonson County Courthouse, Brownsville, KY
- Boone County Courthouse, Burlington, KY

- Estill County Courthouse (HVAC Renovation), Irvine, KY
- Robertson County Courthouse, Mt. Olivet, KY

DETENTION CENTER:

- Boyd County Detention Center, Ashland, KY
- Pike County Jail Complex (1988 & 2005), Pikeville, KY
- Lexington-Fayette County Detention Center, Lexington, KY
- Three Forks Regional Jail, Beattyville, KY
- Lewis County Detention Center Addition, Vanceburg, KY
- Greenup County Detention Center, Greenup, KY
- Carroll County Jail, Carrollton, KY
- Casey County Jail Addition, Liberty, KY
- Lee County Jail Renovation, Beattyville, KY
- Rowan County Detention Center, Morehead, KY
- Scott County Detention Center, Georgetown, KY
- Warren County Detention Center, Bowling Green, KY
- Woodford County Detention Center, Versailles, KY
- Ballard County Jail, Wickliffe, KY
- Bourbon County Jail, Paris, KY
- A dormitory at a State Prison in Muhlenberg County, KY
- Dormitories at Northport Training Center
- Eastern Kentucky Correctional Complex, West Liberty KY.-Central Plant Replacement 2012

OFFICES/RETAIL FACILITIES:

- United States Post Office Renovation, Lansdowne Branch, Lexington, KY

- IRS Computer Room Renovation – General Services Administration, Covington, KY
- Various Improvements – Housing Authority of Paducah, Paducah, KY
- Asbury College Hughes Hall Air Conditioning, Wilmore, KY
- Various Improvements – Housing Authority of Bowling Green, Bowling Green, KY
- The original perimeter Centre Building, Lexington, KY
- Quality Place Office Building, Lexington, KY
- Lexington Festival Market Place, Lexington, KY
- Saint Joseph Hospital Office & Cafeteria Addition, Lexington, KY
- Perimeter Centre 100 Building, Lexington, KY
- Miscellaneous Mechanical Work at Less College, Jackson, KY
- An office building and Recording Studio for Starstruck Entertainment, Nashville, TN
- Bank of Williamsburg, Williamsburg, KY
- Humana Eagle Creek Medical Office Building, Lexington, KY
- Lexington Clinic Eagle Creek Medical Office Building, Lexington, KY
- Lexington Clinic South Broadway Medical Office Building, Lexington, KY

HEALTH CARE/HOSPITALS - Renovation & Addition Projects:

- Central Baptist, Lexington, KY
- Saint Joseph Hospital, Lexington, KY
- Saint Joseph East, Lexington, KY
- Samaritan, Lexington, KY
- University of Kentucky Medical Center, Lexington, KY
- Marymount Medical Center, London, KY
- Our Lady of the Way, Martin, KY
- Flaget, Bardstow, KY
- Haggin Memorial, Harrodsburg, KY
- Our Lady of the Bellefonte, Ashland, KY
- Appalachian Regional Hospital, Hazard, KY
- Appalachian Regional Hospital, Beckley, WV
- Appalachian Regional Hospital, Whitesburg, KY
- Suburban Hospital, Louisville, KY
- Audubon Hospital, Louisville, KY
- Humana Hospital, Hoffman Estates, IN
- Humana Women's Hospital
- Humana Women's Hospital, Indianapolis, IN
- Humana Hospital, Chattanooga, TN
- VA Medical Center, Lexington, KY
- VA Medical Center, Louisville, KY
- Pikeville Medical Center, Pikeville, KY
- Bourbon Community Hospital, Paris, KY
- Wayne County Hospital, Monticello, KY

MEDICAL OFFICE BUILDINGS - Renovation & Addition Projects:

- Saint Joseph Medical Center, Buildings – A, B, C, D and 700, Lexington, KY
- Eagle Creek MOB's, Lexington, KY
- ARH MOB, Hazard, KY
- Pikeville MOB, Pikeville, KY

HEALTH DEPTS:

- Scott County Health Department, Georgetown, KY
- Clark County Health Department, Winchester, KY
- Lyon County Health Department, Eddyville, KY
- Asbury College Student Clinic, Wilmore, KY
- Buckhorn Resident Treatment Center, Ohio
- Haggin Memorial Out-Patient Clinic, Harrodsburg, KY
- Marymount Rural Clinic, London, KY
- Saint Joseph Hospital Out-Patient Clinic, Lexington, KY
- Woodford Family Health Center, Versailles, KY
- Taylor County Health Department, Campbellsville, KY

HISTORICAL BLDGS:

- Main Cross Downtown Revitalization, Mount Sterling, KY
- Historic Building – Feasibility Study and Design for Arts Museum, Mount Sterling, KY
- Downtown Eminence Streetscape Improvements, Eminence, KY
- Downtown Whitley City Streetscape Improvements, Whitley City, KY
- Guyandotte Downtown Revitalization, Guyandotte, WV
- Carrollton Streetscape Revitalization, Phases I, II, III, Carrollton, KY
- Old State Journal Building – Adaptive Re-Use into Franklin County Family Courts Judicial Center, Frankfort, KY
- Historic Madison County District Courts Building Expansion, Richmond, KY
- Historic Logan Theater Renovation, Russellville, KY
- Historic Glasgow Theater Renovation, Glasgow, KY
- Historic National Hotel Renovation, Mount Sterling, KY
- Marion City Hall Adaptive Re-Use, Marion, KY
- Renovation of the Rowan County Courthouse into an art museum, Morehead, KY
- Mount Sterling City Hall Renovation, Mount Sterling, KY
- Kentucky Music Hall of Fame Adaptive Re-Use, Mount Vernon, KY
- First Presbyterian Church Renovation/Addition, Lexington, KY

AQUATIC PROJECTS.:

- Suffoletta Family Aquatic Center & Park, Georgetown, KY
- Tie-Breaker Aquatics Park & Family Entertainment Center, Hopkinsville, KY
- Pine Mountain State Park Lodge Outdoor Swimming Pool, Pine Mountain, KY
- Beaumont Center YMCA Indoor/Outdoor Pools, Lexington, KY
- North Lexington Branch YMCA Indoor Pool, Lexington, KY
- Golds Gym Taylorsville Rd, Louisville, KY
- Golds Gym: Toledo, Ohio
- Golds Gyms: Three in the Columbus, Ohio vicinity
- Golds Gym in Belleview, KY

EQUINE FACILITIES/FARMS-BARNS PROJECTS:

- Kentucky
- Tennessee
- Georgia
- New York
- New Jersey
- Connecticut
- South Carolina
- Texas
- Illinois
- Arizona
- Washington
- Maryland

COLLEGES AND UNIVERSITIES-Renovation and Addition Projects:

- Union College, Barbourville, KY-New Geothermal HVAC Systems in four buildings.
- Eastern Kentucky University, Richmond, KY-Renovations in two buildings.
- Berea College, Berea, KY-Renovations in seven buildings.
- Asbury College, Wilmore, KY-Renovations in five buildings and two new buildings.
- Kentucky Christian College, Grayson, KY-Two new buildings.

Mathew Gurley, PE

Mr. Gurley joined AFA Engineering, LLC in September of 2011 as a Mechanical Engineer and has earned his PE registration while at AFA Engineering, LLC.

Education

- Bachelor of Science in Mechanical Engineering, 2007 - Georgia Institute of Technology, Atlanta, GA

Experience

- AFA Engineering, LLC – September 2011 – Present
- Clotfelter-Samokar, PSC – January 2008 – July 2011
- Jordan & Skala Engineers – May 2005 – August 2007

Registrations

- PE – KY #28665

Key Qualifications

- Mr. Gurley has over 8 years of experience with design of mechanical & HVAC systems for new construction as well as renovation of existing facilities. Project types include schools, multi-use facilities, office buildings, housing projects, and high-rise buildings

Relevant Project Experience

SCHOOL PROJECTS

- Caudill Middle School, Richmed, KY
107,000 sq.ft.; Const. Cost. \$20M +
- Cedar Grove Elementary, Bullitt Co., KY
~\$2.0M Addition/Renovation
- Lebanon Junction Elementary, Bullitt Co., KY
~\$2.0M Addition/Renovation
- Hebron Middle School, Bullitt Co., KY
\$5.0M+ Addition/Renovation
- KCTCS Leestown HVAC/Controls Upgrade,
Lexington., KY. ~\$200k

HEALTHCARE PROJECTS

- Whayne County Hospital HVAC Renovation,
Monticello, KY

COMMERCIAL PROJECTS

- Sutherland Chevrolet Renovation, Nicholasville, KY
- Dan Cummins Chevrolet Renovation, Paris, KY

CORRECTIONS PROJECTS

- Bell County Forestry Camp HVAC Renovation, Bell
County, KY
- Eastern Kentucky Correctional Energy Source
Renovation, West Liberty, KY

INDUSTRIAL PROJECTS

- Flex Film Plastics Plant, Elizabethtown, KY, 185,000
Sq. Ft.
- Martin County Industrial Speculative Building, Martin
County, KY

AFFIDAVIT


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

1. His/her name is MATTHEW GURLEY and he/she is the individual submitting the proposal or is the authorized representative of APA Engineering, LLC, 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.




MATTHEW GURLEY

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Matthew Gurley on this the 21 day
of July, 2013.

My Commission expires: 11/20/2017



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:

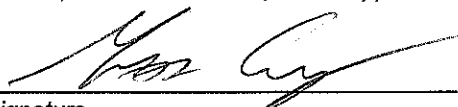
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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.

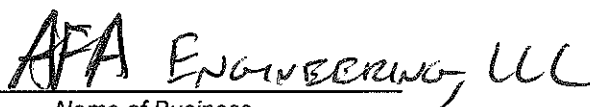
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

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: AFA Engineering LLC

Date: 7/21/14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals		3								3	
Superintendents											
Supervisors											
Foremen											
Technicians		3								3	
Protective Service											
Para-Professionals											
Office/Clerical			1								1
Skilled Craft											
Service/Maintenance											
Total:		6	1							6	1

Prepared by: MATTHEW GURLEY Vice President.
 Name & Title

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Firm Submitting Proposal: AFA Engineering, LLC

Complete Address: 706 WESTLAND DR. LEXINGTON, KY
Street City Zip 40504

Contact Name: MATT GURLEY Title: VICE PRESIDENT.

Telephone Number: 859-537-1060 Fax Number: _____

Email address: mgurley@afaenr.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

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

- k. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvcky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP-34-2014.

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

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

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

APA Engineering, LLC.
Company

7-21-14
Date

MATTHEW GURLEY
Company Representative

VICE PRESIDENT
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP-34-2014

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

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

AFA Engineering, LLC
Company

7-21-14
Date

MATTHEW GURLEY
Company Representative

V.ICE PRESIDENT
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title

NA



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

N/A

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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

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

AFA ENGINEERING, LLC
Company

MATTHEW GURLEY
Company Representative

7-21-14
Date

VICE PRESIDENT
Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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


Signature

7-21-14
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

RFP #34-2014 Request for Qualifications for Professional Engineering Services—HVAC

A. 1.0 DEFINITIONS.

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

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

- a. "CONTRACTOR" means the contractor 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, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR 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 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all 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 contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR 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 Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

CONTRACTOR 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 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 CONTRACTOR. 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. 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.

- 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, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. 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.

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

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

5.0 SAFETY AND LOSS CONTROL

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the

OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

6.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00302720