

ARCHITECTURAL SERVICES AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PART I -- AGREEMENT

This contract for professional services is by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and ELEMENT DESIGN, PLLC a Kentucky limited liability company organized under the laws of the Commonwealth of Kentucky whose principal address is 366 South Broadway, Lexington, KY 40508 (herein after referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the GOVERNMENT has received funding of a Community Development Block Grant pursuant to Title I of the Housing and Community Development Act of 1974 and:

WHEREAS, the GOVERNMENT solicited Requests for Proposals from the professional community to provide architectural design services through RFP #29-2017 -A&E Services for Family Care Center Courtyard Restoration and Accessibility Project;

WHEREAS, the CONSULTANT submitted a proposal which was deemed by the GOVERNMENT to be the best and most responsive proposal;

WHEREAS, the GOVERNMENT desires to engage the CONSULTANT to render the architectural services in connection with the Community Development Block Grant (CDBG):

NOW, THEREFORE, the parties do mutually agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit A – RFP 27-2017 - A&E Services for Family Care Center Courtyard Restoration and Accessibility Project
 - b. Exhibit B – CONSULTANT’S formal response

2. Employment of Consultant

The GOVERNMENT hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the attached Scope of Services.

3. Scope of Services

The Scope of Services to be undertaken in connection with this CDBG project are located in Exhibit B.

Services in each of the work areas shall be performed under and at the direction of the Mayor, or his designated representative.

4. Time of Performance

The effective date of the contract is August 31, 2017 with services of the Consultant provided on a per day basis as requested by the Mayor or his designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. In any event, all of the services required and performed hereunder shall be completed no later than April 24, 2018.

4. Access to Information

It is agreed that all information, data, reports, records and maps as exist, are available and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GOVERNMENT and its agencies. No charge will be made to the CONSULTANT for such information, and the GOVERNMENT and its agencies will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$18,200, for all services required to be paid as follows:

Architectural Services	\$ 18,200
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The CONSULTANT shall submit an invoice to the GOVERNMENT for payment based upon a percentage of completion of activities. The GOVERNMENT will make payment to the CONSULTANT within thirty (30) days after the receipt of each invoice.

6. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the GOVERNMENT. CONSULTANT may retain reproducible copies of drawings and other documents.

7. Professional Liability

CONSULTANT shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies and reports and in the designation of particular materials for the project covered by this contract.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of CONSULTANT, and shall exonerate, indemnify and hold harmless the GOVERNMENT, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws. Further, CONSULTANT shall exonerate, indemnify and hold harmless the GOVERNMENT with respect to any damages, expenses or claims arising from or in connection

with any of the work performed or to be performed under this Contract by CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under the Contract or as otherwise provided by law.

9. Terms and Conditions

The term "GOVERNMENT" shall mean the Local Public Agency responsible for implementation of the Community Development Block Grant Recovery Program and the term "Consultant" shall mean the firm, person, etc. entering into contract with the GOVERNMENT for services relative to the Community Development Block Grant Program (CDBG).

A. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements or stipulations of this Contract, the GOVERNMENT shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the GOVERNMENT, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the GOVERNMENT for damages sustained by the GOVERNMENT for damages sustained by the GOVERNMENT by virtue of any breach of the Contract by the Consultant, and the GOVERNMENT may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the GOVERNMENT from the Consultant is determined.

B. Termination for Convenience of the GOVERNMENT

The GOVERNMENT may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the GOVERNMENT as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph I hereof relative to termination shall apply.

C. Changes

The GOVERNMENT may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the GOVERNMENT and the Consultant, shall be incorporated in written amendments to this Contract.

D. Personnel

- i. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GOVERNMENT.
- ii. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- iii. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the GOVERNMENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. Assignability

The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GOVERNMENT thereto: provided, however, that claims for money by the Consultant from the GOVERNMENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

F. Reports and Information

The Consultant, at such times and in such forms as the GOVERNMENT may require, shall furnish the GOVERNMENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the GOVERNMENT.

H. Copyright and Patents

Any copyrightable work resulting from this Agreement is available to the author for such, and the City and the Kentucky Department for Local Government reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the City and the Department for Local Government for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order

to protect the public interest.

I. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments.

J. Access to Records

The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GOVERNMENT to assure proper accounting for all project funds, both CDBG-R and non-CDBG-R shares. These records will be made available to the GOVERNMENT, the Kentucky Department for Local Government, Commonwealth of Kentucky Finance & Administration, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Consultant, which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

K. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

L. Section 109 of the Housing and Community Development of 1974

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

M. Age Discrimination

The Consultant shall comply with the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. No person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity funded in whole or in part with Federal funds.

N. Section 504

The Consultant shall comply with Section 504 of the Rehabilitation Act of 1973, which extends the prohibitions against discrimination to individuals with disabilities.

O. Conflict of Interest Clauses

Interest of Members of a GOVERNMENT

No members of the governing body of the GOVERNMENT and no other officer, employee, or agent of the GOVERNMENT who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

"Section 3" Compliance

- i. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- iii. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iv. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

P. Executive Order 11246, Section 202 Equal Opportunity Clause (contracts above \$10,000)

During the performance of this Contract, the Consultant agrees as follows:

- i. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. 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 of training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GOVERNMENT setting forth the provisions of this non-discrimination clause.
- ii. The Consultant will, in all solicitation 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, creed, color, sex or national

origin.

- iii. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- iv. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- v. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GOVERNMENT's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- vi. In the event of the Consultant's noncompliance with the non-compliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Consultant will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the GOVERNMENT's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GOVERNMENT's Department of Housing and Community Development, the Consultant may request the United States to enter such litigation to protect the interests of the United States.

10. Address of Notices and Communications

Jamshid Baradaran
Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, KY 40507
Phone: 859-258-3905

Ramona Fry, RLA, ASLA, LEED AP BD+C
Partner, Element Design
366 South Broadway
Lexington, KY 40508
Phone: 859-389-6533

11. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation of application.

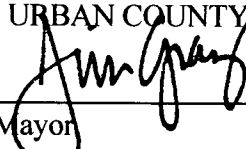
12. Contingent

The obligations of the parties are totally contingent upon the obtaining of a Release of Funds from the U.S. Department of Housing and Urban Development and no project activities other than environmentally exempt activities may occur until the release is achieved.

13. Authorization

This Contract is authorized by GOVERNMENT Resolution/Order; copies of which are attached hereto and made a part hereof.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT



Jim Gray, Mayor

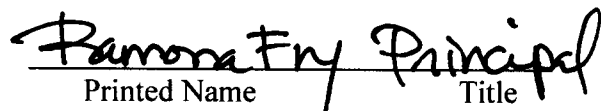
ATTEST:



Clerk of Urban County Council

ELEMENT DESIGN

BY 


Printed Name Title



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2017 A&E Services for Family Care Center Courtyard Restoration and Accessibility Project** 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 **August 28, 2017**.

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 #29-2017 Family Care Center Courtyard Restoration and Accessibility Project

If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) 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 LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

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

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

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

SELECTION CRITERIA:

1. Cover letter and overall proposal quality – 5 pts
2. Primary consultant profile – 20 pts
3. Overall experience and references – 20 pts
4. Project approach and methodology – 20 pts
5. Degree of local employment and economic impact – 5 pts
6. Financial Proposal – 30 pts
7. Woman and minority firms participation (Bonus points) – 5 pts

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

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

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@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 _____, 20__.

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: _____

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

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses 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) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses (VOSB).
- 4) **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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran 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) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed;

estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
 - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that 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 and Veteran-Owned Businesses to determine their level of interest.

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 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

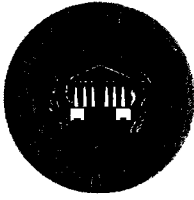
In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to

construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

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

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

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

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

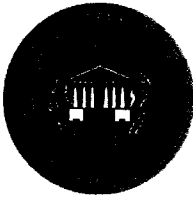
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

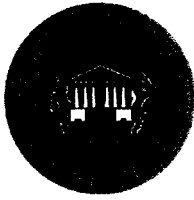
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Company

Date

Company Representative

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

conditions and specifications;

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

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

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865

Request for Proposals (RFP)
A/E Professional Services
for
Family Care Center Courtyard
Restoration and Accessibility Project



LEXINGTON

Department of General Services
Project Management Group

August 2017

SCOPE OF WORK

The City of Lexington is seeking proposals from qualified firms with demonstrated experience in projects of this type, size and complexity to provide Architectural and Engineering services for the **Family Care Center Courtyard Restoration and Accessibility Project**. The successful Proposer shall provide schematic design, design development, construction documentation, bidding assistance, construction administration and project closure services as noted below:

1. Participate in the review of the current proposed design with all stakeholders to finalize the final scope of the project.
2. Design for construction of accessibility elements as well as area's proposed functions.
3. Provide all needed design development, construction documentation, bid evaluation/recommendation and construction administration/project closure services.

Phase Specific Expectations

- I. **Project Kick-off Meeting**
 - a. With the Project Team, review the current scheme (previously generated for fundraising purposes) for economy of constructability and the desired intent of the project.
 - b. Time is of the essence. This project has a mandatory Final Completion date of April 24, 2018 due to financial constraints. During the kick-off meeting, review the Project Schedule in comparison with project size, scope and list of deliverables, and suggest modifications to dates as may be required to fit within this constraint.

- II. **Schematic Design/Design Development Phase (SD/DD)**
 - a. Based on the review and feedback during the Project Kick-off Meeting, proceed with Schematic Design/Design Development documents.
 - b. Conduct a meeting as necessary to insure the project will meet budget requirements and to insure best use of public funds. Solicit input from external sources regarding project staging, building systems, materials, methods of construction, constructability, schedule, construction access and other elements that will affect project cost, quality and schedule.
 - c. Provide all documentation necessary to describe the scope, existing systems and new system relationships, appearance of the project, and all landscape, architectural and other systems by means of plans, sections, elevations, typical construction details, and equipment layouts.
 - d. Develop specifications that identify major materials and systems, and establish, in general, their quality levels.
 - e. Prepare a semi-final set of SD/DD documents and review with the Project Manager.
 - f. Integrate information from the Project Manager's review into final SD/DD documents and present to the Project Team.
 - g. Provide a cost estimate. On-going constructability and VE reviews shall occur during this phase as necessary to assure budget compliance.
 - h. Obtain approval from the Project Manager before proceeding with Construction Documents.

III. Construction Documents Phase (CD)

- a. Upon written approval of the Design Development documents, proceed with Construction Documents drawings and specifications.
- b. These documents shall describe in adequate detail all aspects of the construction of the project. CDs should be clear and complete in order to keep change orders to a minimum.
- c. CDs shall be submitted for review to Project Manager and the Project Team for review at 95% completion. At the time of submittals, the successful Proposer shall submit a list of issues needing resolution and what information is needed.
- d. Provide a 95% cost estimate for review by the Project Manager at the same time as the 95% Construction Document submittal.

IV. Bid Phase (B)

- a. The successful Proposer shall submit the final and complete CDs to the Project Manager and shall be responsible for printing the number of sets determined by the Design Team to be necessary. Printing costs to be paid by the City.
- b. The Successful Proposer shall attend the pre-bid meeting and conduct the pre-construction meeting. Successful Proposer shall respond to any substitution requests and may be asked to respond to questions and to provide additional information to bidders during the bid phase.

V. Construction Administration Phase (CA)

- a. The successful Proposer shall perform timely site visits and observe construction to the degree necessary and as required to ensure conformance with the CDs.
- b. The successful Proposer shall conduct construction progress meetings and perform on-going A/E tasks (requests for information, review change order requests, approve contractor payment applications, prepare field reports, etc.) during construction as required to implement the project.
- c. The successful Proposer shall prepare meeting notes for electronic distribution no later than 48 hours after the meeting. Meeting notes shall contain, at a minimum, adequate detail to document construction progress, action items, decisions, and risk issues that could negatively impact schedule or budget.
- d. Provide a full Record Document set from the contractor's "as-builts" with the latest version of AutoCAD for drawings and Microsoft Word for specifications, and submit to the Project Manager on CDs in both native file format and PDF. Co-ordination with the Contractor will likely be required; however, the successful Proposer will not be held liable for the accuracy of the information received from the Contractor and Subcontractors regarding the site and building improvements, but shall to the best of their ability ensure that information is correct and true. These drawings will become the property of the City at the end of the project. Successful Proposer shall be released from responsibility for future work done using these drawings not directly involving the successful Proposer. Drawing files shall conform to City standards and file naming conventions. Drawings illustrating as-built utilities shall be certified by a registered civil engineer.
- e. Provide an "Owner's Manual" at project completion (if needed) containing all building element sources, subcontractor and manufacturer contact information, manufacturer owner's manuals, warranty information and other relevant data.

PROPOSED PROJECT SCHEDULE

Time is of the essence. The City of Lexington proposes the following general schedule with the listed milestones:

Task Name	Duration	Proposed	
		Start	Finish
Issue NTP/PO	1 day	8/31/2017	8/31/2017
Kick-Off A/E Services	1 day	9/1/2017	9/1/2017
SD/DD Phase	15 days	9/4/2017	9/22/2017
SD/DD Review	3 days	9/25/2017	9/27/2017
CD Phase - 95%	15 days	9/28/2017	10/18/2017
CD 95% Review	5 days	10/19/2017	10/25/2017
Final Cost Estimate submission/Review	3 days	10/26/2017	10/30/2017
CD documents due to Purchasing for advertisement	1 day	10/31/2017	10/31/2017
Purchasing review and posting	3 days	11/1/2017	11/3/2017
Advertisement	15 days	11/6/2017	11/27/2017
Bids Due	0 days	11/27/2017	11/27/2017
Bid review and recommendation	3 days	11/28/2017	11/30/2017
Council Review and First Reading	3 days	12/1/2017	12/5/2017
Council Review and Second Reading	2 days	12/6/2017	12/7/2017
Mayor Signature	2 days	12/8/2017	12/11/2017
Bid documents due from Contractor	3 days	12/12/2017	12/14/2017
Issue NTP & PO	3 days	12/15/2017	12/19/2017
Construction Kick-off Meeting	1 day	12/20/2017	12/20/2017
Mobilization	7 days	12/21/2017	12/29/2017
Demolition	10 days	1/1/2018	1/12/2018
Construction	52 days	1/15/2018	3/27/2018
Substantial Completion	0 days	3/27/2018	3/27/2018
Punch List	20 days	3/28/2018	4/24/2018
Final Completion	0 days	4/24/2018	4/24/2018
Project Closure & Turn Over	5 days	4/25/2018	5/1/2018

It is the responsibility of the selected firm to provide a schedule which demonstrates achievement of services within these overall time frames, but may modify intermediate dates to fit the proposing firm's methodology **WITHOUT** impacting the final completion of the project which is **April 24, 2018**.

Submittal Requirements and Criteria

Consultant: _____

Address: _____

1. General

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the City of Lexington which cannot be withdrawn for **90** calendar days from and after the stated closing time, or until a contract is fully executed by the City of Lexington.
- d. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements:

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

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the City of Lexington. An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how project quality and progress is tracked.
- d. Provide the current number of employees and employee types. Statement of general firm qualifications and capacity which should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.

- e. Project Team list including sub consultants (if any) indicating key professionals that will be specifically assigned to work on this project. Detailed resumes for the key professionals should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities.
- f. Summary of firm's recent (5 year) experience in similar/representative projects.
- g. Approach to project inclusive of proposed work scope, preliminary design concepts, approach, and related considerations.
- h. Ability to meet required deadlines including demonstrating the ability to integrate this project into the firm's present workload.
- i. References: names and contact information of previous clients on similar projects within the past five (3) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.

3. Work Plan:

Consultant shall provide a plan to complete the work described herein in submitted proposal. Included in work plan shall be:

- a. A check list of what specific deliverables will be provided at each design phase and/or milestone and what discipline in their team will provide that deliverable.
- b. A specific budget and schedule to complete services described herein.
- c. An explanation of the approach that will be used to assure quality and well-coordinated documents.

SELECTION PROCESS

An evaluation review committee ("Committee") will be evaluating the proposals received. For the purpose of scoring proposals, committee members will evaluate each proposal in accordance with the criteria and point factors.

Area	Points
Cover Letter and overall Proposal Quality	5
Primary Consultant Profile	20
Overall Experience and References	20
Project Approach & Methodology	20
Degree of local employment and economic impact	5
Women & Minority Firms Participation (<u>Bonus Points</u>)	5
Financial Proposal	30
Total:	100

Sections & Appendices

Form No. 1: Primary Consultant Profile

Form No. 2: Key Sub-consultants

Form No. 3: Experience & References

Form No. 4: Resumes of Key Personnel

Form No. 5: Project Approach & Methodology

Form No. 6: Proposed Degree of Local Employment

Form No. 7: Lump Sum & Unit Pricing

Section #1 - Primary Consultant Profile

Lead Consultant Firm(s) (or Joint Venture)

Name: _____

Address: _____

- Firm / Provider is: National Regional Local
- Year Firm / Provider Established: _____
- Years of Experience providing design services: _____
- Years of Experience with municipal/judicial facilities: _____
- Licensed to do business in the State of Kentucky: Yes No

Name, title, telephone number and email address of Principal to contact:

Address of office to perform work, if different from Item No. 1:

Please list the number of persons by discipline that your Firm/Joint Venture will commit to this project:

If submittal is by Joint Venture or utilizes sub-consultants, list participating firms and providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

Has this Joint Venture previously worked together? Yes No

Section #2 - Key Sub-consultants (If any proposed)

- *Each respondent must complete this form for all proposed sub-consultants.*

SUB-CONSULTANT #1

Name: _____

Address: _____

Specialty / Role with this Project: _____

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established: _____

Years of Experience providing design services: _____

Complete this form for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name: _____

Address: _____

Specialty / Role with this Project: _____

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established: _____

Years of Experience providing design services: _____

Complete this form for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name: _____

Address: _____

Specialty / Role with this Project: _____

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established: _____

Years of Experience providing design services: _____

Complete this form for all key personnel assigned to this project for this sub-consultant.

Section #3 - Experience & References

Recent work (within the last 7 years) by Applicant's employees and/or Sub-consultants that will be assigned to this project, that best illustrates their qualifications to perform on this project. List no more than ten (5) projects:

a. Project Name & Location: _____

b. Completion Date (Actual or Estimated): _____

c. Project Owner's Name & Address: _____

d. Project Owner's Contact Person, Title & Telephone Number: _____

e. Estimated Cost (in Thousands) for entire project: \$ _____

f. Estimated cost (in Thousands) for work which firm was/is responsible: \$ _____

g. Scope of Entire Project: (Please give quantitative indications wherever possible).

h. Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

i. Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to project:

Section #4- Resumes of Key Personnel

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the project:

Name: _____, Title: _____

Project Assignment: _____

Name of Consultant Firm with which associated: _____

Years Experience: With this firm _____ other firms _____

Education: Degree(s)/Year/Specialization: _____

Active Registration: Year First Registered/Discipline _____

Other Experience & Qualifications relevant to the proposed project:

Please Note: Official Resume may be attached for each key personnel in lieu of this document.

Section #5 - Project Approach & Methodology

The narrative section shall be limited to 3 - 8 ½" x 11" sheets of text plus drawings and sketches. Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach that is reasonable and responsive to the City of Lexington's needs
- Roles of all involved parties clearly identified
- Familiarity with project
- Identify and address critical or unique issues specific to this project and unique approaches to overcome design obstacles

Section #6 - Proposed Degree of Local Employment & Women/Minority Owned Business Involvement

Please provide a statement reflecting the anticipated level of local work force/companies participation with this contract. As well as any role (%) women and minority owned businesses will be playing.

Section #7 - Lump Sum & Unit Pricing

Phase	\$
Lump Sum Design Phase (SD/DD):	
Lump Sum CD Phase:	
Lump Sum Bid Phase:	
Lump Sum CA Phase:	
Lump Sum Other Expenses:	
Grand Total:	

Unit Price for Additional Services Not Included:

Professional Services	\$/Hr.
Principal Landscape Architect/Architect:	
Professional Landscape Architect/Architect:	
Professional Engineer:	
Landscape Designer:	
Other:	
Other:	

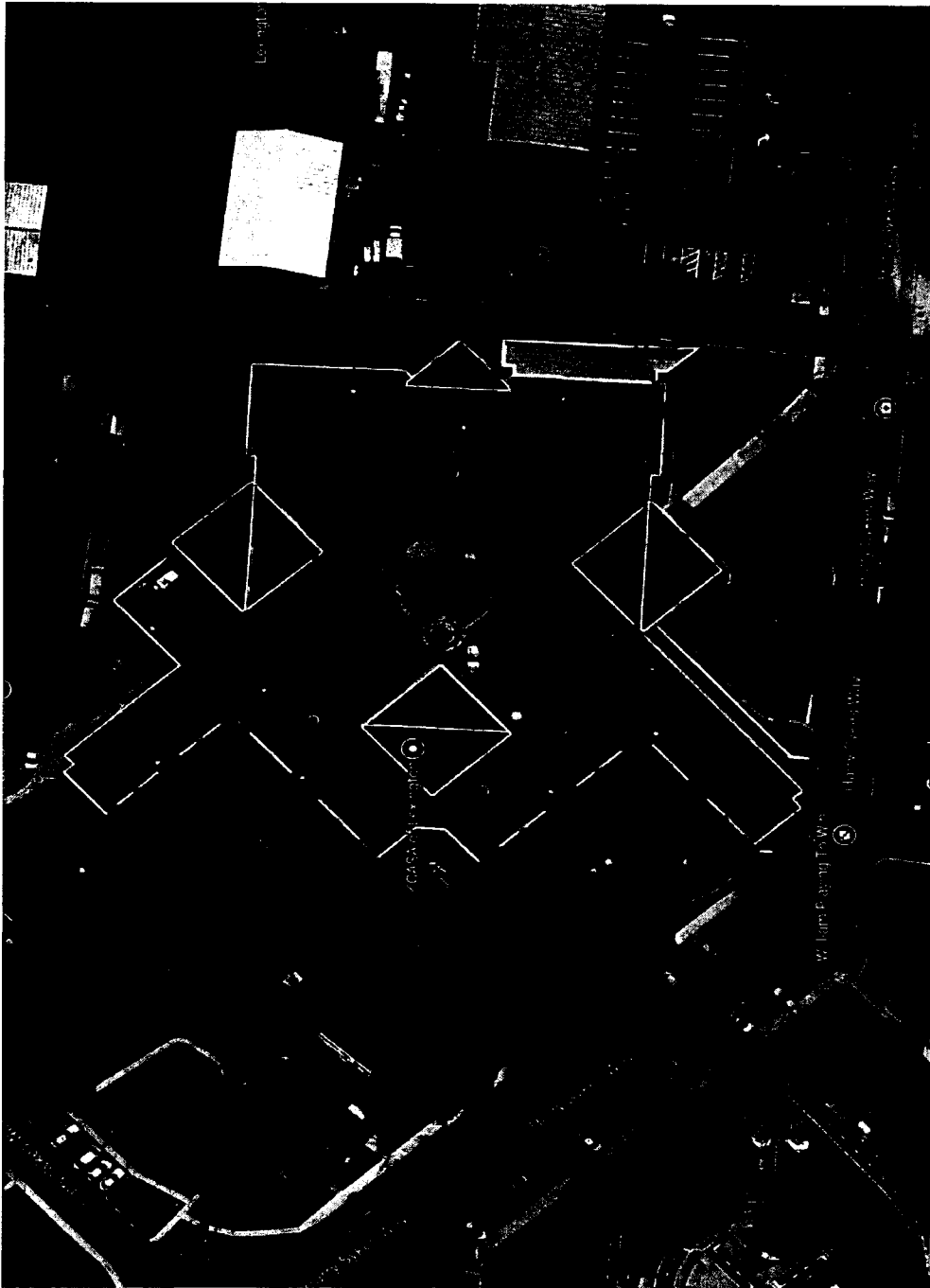
Proposed By: _____

Firm Name: _____

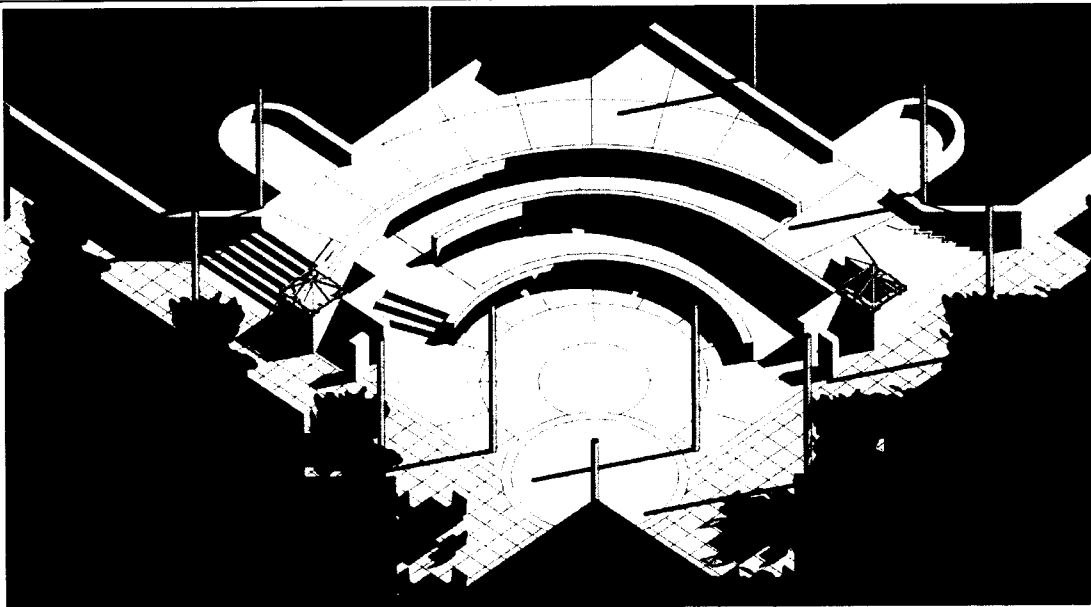
Signature: _____

Date: ___ / ___ / 2017

Appendix A – Project Site

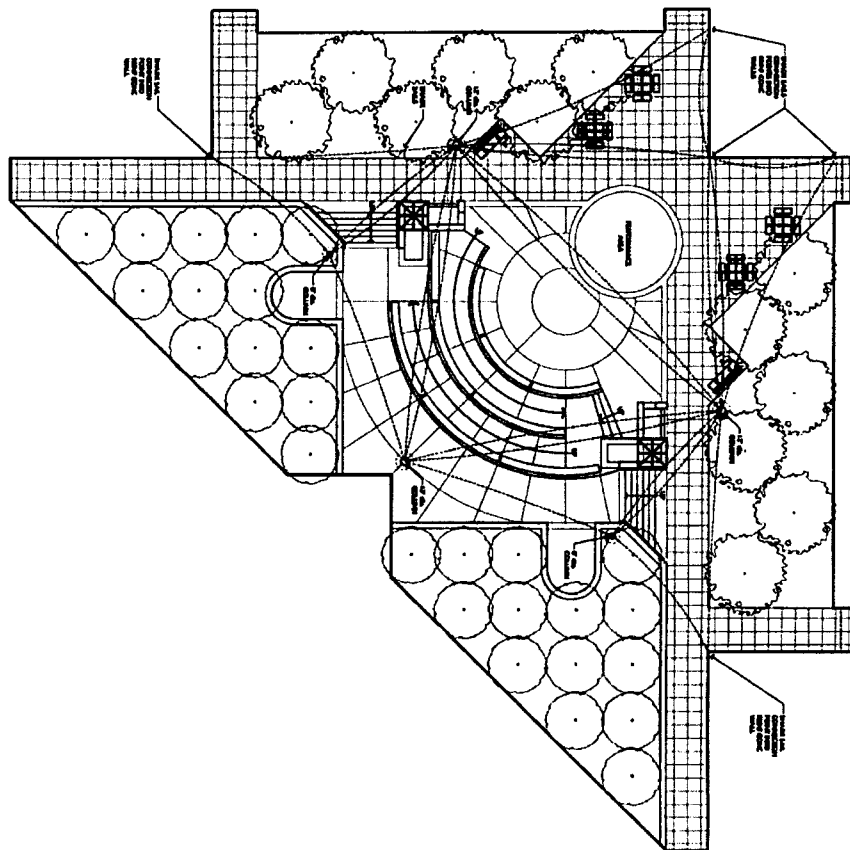


Appendix A – Proposed Layout



-COURTYARD RESTORATION ACCESSIBILITY PROJECT FOR
FAMILY CARE CENTER
1135 Red Mile Place, Lexington Kentucky

 **RENOVATED COURTYARD PLAN**



LFUCG
Request for Proposal
#29-2017

**Architectural & Engineering Services for
Family Care Center
Courtyard Restoration & Accessibility Project**

August 28, 2017

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

Cover Letter

Section 1. Primary Consultant Profile

Section 2: Key Sub-Consultants

Section 3: Experience & References

Section 4: Resumes of Key Personnel

Section 5: Project Approach & Methodology

Section 6: Proposed Degree of Local Employment

Section 7: Lump Sum and Unit Pricing

Appendix: Additional Information

Hourly Rates

Affidavit

Affirmative Action Plan & Equal Opportunity Agreement

Work Force Analysis Form

Firm Submittal Page

LFUCG MWDBE Participation Form

LFUCG MWDBE Substitution Form

LFUCG MWDBE Quote Summary Form

LFUCG Subcontractor Monthly Payment Form

LFUCG Good Faith Efforts

General Provisions

KY Permit & Registration

WBE Certificate

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

Mr. Slatin:

As a firm, Element Design holds public work in very high regard. We seek projects that will have the greatest and best impact on communities, and in particular, our community here in Lexington. We very much would appreciate the opportunity to be part of this project at the Family Care Center, creating a brighter, more welcoming and useable outdoor space for the Family Care Center and the public it serves.

Element Design is a firm with a very diverse design history, but our practice has always been most passionate about work within the public realm as we see this as the opportunity for us to do the most good as designers. We have significant experience reimagining public plaza spaces, and consider ourselves to be creative and skilled designers. We also very much pride ourselves on our technical skill, project management experience, all of which will be critical to the successful and timely completion of this project.

Our significant recent experience with LFUCG projects also means we are very familiar with your methodology and approach to projects, which will help expedite the design process. Due to the nature of the funding for this project, we understand that time and schedule are of utmost importance. We are familiar with the project schedule, the project site, and will work diligently to keep design on time to meet the schedule requirements of the CBDG grant.

Our Team

Element Design

Ramona Fry, RLA, LEED AP BD+C will serve as **Principal in Charge** for our entire team. Ramona is a Principal of Element Design and brings 17 years of experience in design and management for large and complex projects. She has a thorough understanding of the issues and opportunities and has recently been the project manager for several LFUCG projects, including the Masterson and Jacobson Park spraygrounds, Lexington Senior Center and Idle Hour Park projects. She is especially talented at managing "teams," and keeping our clients completely informed through each phase of the work.

Billie Motsch, Landscape Designer, will serve the team as the Landscape Design specialist. She has worked on several recent LFUCG projects and is highly skilled at the development of Construction Documents and details, as well as construction administration. Billie is extremely talented and dedicated, and will provide the additional production skill needed to get this project completed on time.

Tyler Mills, PE, will serve as our **Project Civil Engineer**. Tyler is a registered Civil Engineer with experience in hydrology, hydraulics, grading, roadway design, sanitary sewer and water distribution design. His experience specializes in roadway and drainage design for KYTC projects, along with working with LFUCG, Louisville MSD, commercial developers and other local governments throughout Kentucky and Tennessee. Tyler has a proven history of working with diverse groups of professionals and coordinating projects that improve and protect the environment. Tyler will serve as our engineering support for any storm and water issues that may arise during the course of the project.

LFUCG Experience

Element has years of experience working for LFUCG and on projects within Fayette County; as noted we are also currently providing site design and engineering services for the new Jacobson and Masterson Station Park spraygrounds, Masterson Hills Trails, and the Lower Can Run Wet Weather Storage Facility Architectural & Site Improvements. We have also recently completed design services for the Idle Hour Park

elementdesign

Improvements, the new LFUCG Senior Center at Idle Hour Park and the Gainesway Trail. We believe we have the right knowledge of the existing conditions, regulatory experience, and the design ability needed to work with you to research, design and provide the best solutions for your project program and your budget.

Plaza Experience

In addition to the LFUCG projects listed above, we have significant experience in the design for new plaza spaces, and more importantly the renovation of existing public plazas. Recent plaza redevelopments include the redesign of Triangle Park and the renovation of Alumni Plaza at the University of Kentucky. Alumni Plaza, in particular, faced many similar challenges to this project. As an existing roof top deck plaza over an occupied basement space and in the middle of campus, the space is heavily used and had significant logistical issues to construction. Load limits on the roof deck meant specifying types of equipment that could be used during construction. Cranes were specified to lift in and place specialty items. Demolition and staging documents were developed as part of the construction documents that carefully delineated how the contractor would be allowed to removed existing pavements and structures; all while allowing pedestrian traffic through the plaza throughout construction. This type of challenge is exciting to us, and we truly love the opportunity to meet the challenge and create transformed public spaces.

Why Choose Us?

Experience - We have decades of experience in many types of site planning and design projects, with significant recent experience for LFUCG and especially in public / plaza space design.

Expertise - We excel at marrying artful design solutions with technical expertise in the best interest of our clients and community. We pride ourselves on being the best landscape designers in the region, but are equally proud of our ability to translate vision into technical details that truly make a project special.

Creativity - We love a challenge. We love to work with multiple stakeholders, and challenge ourselves and your community to truly maximize the creative vision for this project, to stretch the vision for what the project can be and how it can serve the community.

Passion - This is the type of project we relish as landscape architects. The unique ability to design places that improve the quality of life and create fun, imaginative public spaces across a community is absolutely, why we do what we love. As a landscape architecture firm, a site design firm, your project will be our top priority, our passion.

Finally, we are a local firm just down the road from the Family Care Center, with the knowledge and experience with LFUCG and the Division of Parks and Recreation. Element Design is also a certified WBE through WBENC and the State of Kentucky and a small local business; we greatly appreciate every opportunity given to us to work for our City.

We sincerely appreciate the opportunity to provide you with our qualifications for this unique and exciting project. If you should require any additional information, please feel free to contact me at 859.389.6533.



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

Section 1. Primary Consultant Profile

Lead Consultant Firm(s) (or Joint Venture)

Name: Element Design, LLC

Address: 366 South Broadway, Lexington, KY 40508

- Firm / Provider is: National Regional Local
- Year Firm / Provider Established: 2008
- Years of Experience providing design services: 9
- Years of Experience with municipal/judicial facilities: 9
- Licensed to do business in the State of Kentucky: Yes No

Name, title, telephone number and email address of Principal to contact:

Ramona Fry, RLA, Principal, 859.389.6533, ramona@element-site.

Address of office to perform work, if different from Item No. 1:

Please list the number of persons by discipline that your Firm/Joint Venture will commit to this project:

3

If submittal is by Joint Venture or utilizes sub-consultants, list participating firms and providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

Has this Joint Venture previously worked together? Yes No

Section 1. Primary Consultant Profile

Element Design is one of Kentucky's most highly recognized Landscape Architecture, Planning and Civil Engineering firms. We strongly believe that the environment is dynamic and involves adaptation and change. As designers, we believe our work should also be transformational and responsive to client, environment and community. We firmly believe that site design has the greatest capacity to transform and create community by providing thoughtful, functional and beautiful places for us to live, play and interact and come to know each other.

We are also committed to a collaborative design process with project stakeholders, and a studio style environment within our office. We utilize research, creativity and technical experience to approach all projects in a holistic spirit. We believe in finding the greater message and understanding the full impact of any project within its greater context, with a commitment to the artful execution of the project within the built environment.

We offer professional design services for: **LANDSCAPE ARCHITECTURE + PLANNING + CIVIL ENGINEERING**

- Campus Master Planning & Design
- Commercial & Residential Landscape Design
- Construction / Contract Administration
- Construction Documents
- Cost Estimating
- Corridor & Main Street Master Planning
- Inventory & Analysis
- Land Planning & Zoning
- LEED Certification & Documentation
- Parks, Recreation & Trail Planning & Design

- Planting Plans
- Sanitary Sewer Design
- Signage & Way Finding Master Planning & Design
- Site Grading
- Site Planning & Design
- Site Visioning Graphics & Computer Modeling
- Sports Facilities Planning & Design
- Storm Sewer Design
- Urban & Streetscape Design
- Water Line Distribution Design



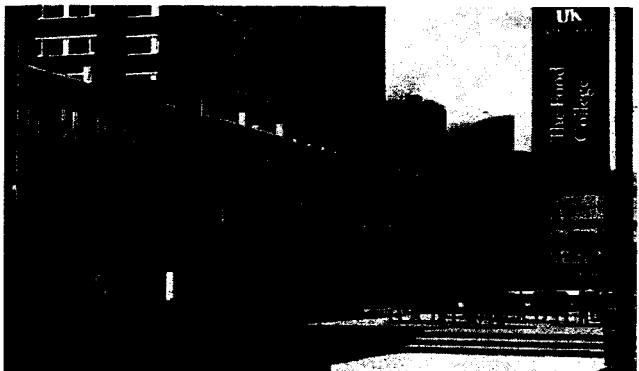
Elizabethtown Sports Park



University of Kentucky Children's Garden



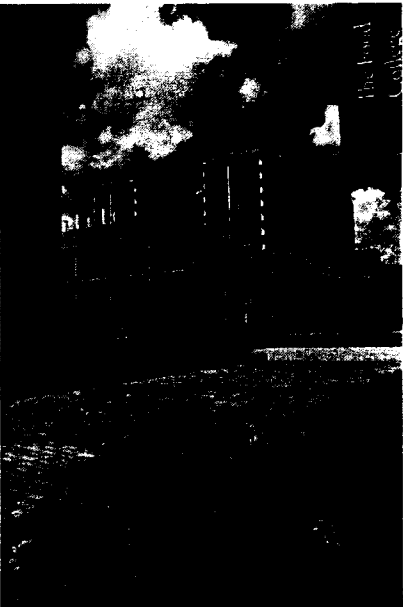
Jacobson Park



University of Kentucky Alumni Plaza

Section 1. Primary Consultant Profile

Award Winning Projects



- 2015 Kentucky Chapter ASLA
Award of Excellence
The Kentucky Children's Garden
Lexington, Kentucky
- 2015 Kentucky Chapter ASLA
Merit Award for Design
University of Kentucky Alumni Plaza Renovation
Lexington, Kentucky
- 2015 Kentucky Chapter ASLA
Merit Award for Design
Morehead State University Master Plan
Morehead, Kentucky
- 2014 American Public Works Association
Design Honor Award Parks Category
Hopkinsville Downtown & Inner-City Park
Hopkinsville, Kentucky
- 2013 Kentucky Chapter ASLA
Honor Award for Design
Elizabethtown Sports Park
Elizabethtown, Kentucky
- 2013 Kentucky Chapter ASLA
Honor Award for Design
University of Kentucky Garrigus Plaza Renovation
Lexington, Kentucky
- 2013 Kentucky Chapter ASLA
Merit Award for Design
Western Kentucky University Centennial Mall
Bowling Green, Kentucky
- 2012 KRPS Facility Award
Elizabethtown Sports Park
Elizabethtown, Kentucky
- 2011 Kentucky Chapter ASLA
Merit Award for Design
The BCTC Newtown Pike Campus Master Plan
Lexington, Kentucky
- 2010 Environmental Commission Award
Kentucky Horse Park Stream Vegetation Project
Lexington, Kentucky

Section 2. Key Sub-Consultants

- *Each respondent must complete this form for all proposed sub-consultants.*

SUB-CONSULTANT #1

Name: N/A

Address: _____

Specialty / Role with this Project: _____

Worked with Lead Firm Before: Yes No

Year Firm Established: _____

Years of Experience providing design services: _____

Complete this form for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name: _____

Address: _____

Specialty / Role with this Project: _____

Worked with Lead Firm Before: Yes No

Year Firm Established: _____

Years of Experience providing design services: _____

Complete this form for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name: _____

Address: _____

Specialty / Role with this Project: _____

Worked with Lead Firm Before: Yes No

Year Firm Established: _____

Years of Experience providing design services: _____

Complete this form for all key personnel assigned to this project for this sub-consultant.

Section 3. Experience & References

Recent work (within the last 7 years) by Applicant's employees and/or Sub-consultants that will be assigned to this project, that best illustrates their qualifications to perform on this project. List no more than ten (5) projects:

- a. **Project Name & Location:** University of Kentucky College of Agriculture
Alumni Plaza Renovation
- b. **Completion Date (Actual or Estimated):** Spring, 2014
- c. **Project Owner's Name & Address:** University of Kentucky
Lexington, KY 40506
- d. **Project Owner's Contact Person, Title & Telephone Number:** _____
Ned Crankshaw, Chair, Landscape Architecture Department, (859)257-7295
- e. **Estimated Cost (in Thousands) for entire project:** \$ 1M
- f. **Estimated cost (in Thousands) for work which firm was/is responsible:** \$ 1M
- g. **Scope of Entire Project (Please give quantitative indications wherever possible).**
Renovation of a roofdeck plaza originally constructed in 1970. The existing concrete pavement was removed, a new membrane installed on the roof, and construction of all new permeable pavements, rooftop green spaces, seating, lighting and outdoor classroom and gathering spaces.
- h. **Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible).**
Element developed the design for the new plaza and all construction documents / details, including phasing and logistics plans for how to construct the plaza over an occupied space and keep pedestrian circulation open throughout construction. Element also provided construction administration throughout.
- i. **Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to project:**
Ramona Fry
Billie Motsch

Section 3. Experience & References

Recent work (within the last 7 years) by Applicant's employees and/or Sub-consultants that will be assigned to this project, that best illustrates their qualifications to perform on this project. List no more than ten (5) projects:

a. Project Name & Location: Lexington Senior Center

b. Completion Date (Actual or Estimated): Fall 2016

c. Project Owner's Name & Address: LFUCG
Department of General Services
Office of the Commissioner
200 East Main Street
Lexington, KY 40507

d. Project Owner's Contact Person, Title & Telephone Number: _____
Joyce Thomas, Senior Administrative Officer, (859) 258-3054

e. Estimated Cost (in Thousands) for entire project: \$ 11.5M

f. Estimated cost (in Thousands) for work which firm was/is responsible: \$ 1.5M

g. Scope of Entire Project: (Please give quantitative indications wherever possible).

Construction of a new Senior center provides the tools and opportunities for seniors to remain independent, healthy and involved. With space for a range of activities inside and out, the center provides the opportunity to develop and maintain quality of life.

h. Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

Full site design and civil engineering documents and contract administration including all site elements, grading, storm water, sanitary sewer and potable water design and permitting. Gardens, lawn and patio / plaza spaces, and trails included to promote a variety of outdoor experiences for Center patrons

i. Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to project:

Ramona Fry

Billie Motsch

Section 3. Experience & References

Recent work (within the last 7 years) by Applicant's employees and/or Sub-consultants that will be assigned to this project, that best illustrates their qualifications to perform on this project. List no more than ten (5) projects:

a. Project Name & Location: Masterson Station and Jacobson Park Spraygrounds

b. Completion Date (Actual or Estimated): Fall 2017

c. Project Owner's Name & Address: LFUCG
Department of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

d. Project Owner's Contact Person, Title & Telephone Number: _____
Michelle Kosieniak, Superintendent of Planning & Design, (859) 288-2982

e. Estimated Cost (in Thousands) for entire project: \$ 1.05M

f. Estimated cost (in Thousands) for work which firm was/is responsible: \$ 1.05M

g. Scope of Entire Project: (Please give quantitative indications wherever possible).
Construction of a new spraygrounds, a restroom facility, trails, and parking at two of Lexington's destination parks.

h. Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).
Full site design and civil engineering documents and contract administration including all site elements, grading, storm water, sanitary sewer and potable water design and permitting.

i. Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to project:

Ramona Fry
Billie Motsch

Section 3. Experience & References

Recent work (within the last 7 years) by Applicant's employees and/or Sub-consultants that will be assigned to this project, that best illustrates their qualifications to perform on this project. List no more than ten (5) projects:

a. Project Name & Location: Jacobson Park Playground

b. Completion Date (Actual or Estimated): Summer 2016

c. Project Owner's Name & Address: LFUCG
Department of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

d. Project Owner's Contact Person, Title & Telephone Number: _____
Michael Johnson, LFUCG Division of Parks and Recreation (859) 288-2982

e. Estimated Cost (in Thousands) for entire project: \$ 500,000

f. Estimated cost (in Thousands) for work which firm was/is responsible: \$ 500,000

g. Scope of Entire Project (Please give quantitative indications wherever possible).
Assessment of the existing facility, providing direction for demolition of existing structures and preparing construction documents for building a new playground.

h. Nature of Firm's / Provider's responsibility in project. (Please give quantitative indications wherever possible).
element design along side LFUCG Parks and Recreation sought to design a playground that embraces the original experience and appearance while introducing educational features related to hydrology, geology and nature of the Bluegrass and providing universal access.

i. Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to project:
Ramona Fry
Billie Motsch

Section 3. Experience & References

Recent work (within the last 7 years) by Applicant's employees and/or Sub-consultants that will be assigned to this project, that best illustrates their qualifications to perform on this project. List no more than ten (5) projects:

a. **Project Name & Location:** Lower Can Run Wet Weather Storage
Architectural & Site Improvements

b. **Completion Date (Actual or Estimated):** Fall 2017

c. **Project Owner's Name & Address:** LFUCG
Division of Water Quality
125 Lisle Industrial
Lexington, KY

d. **Project Owner's Contact Person, Title & Telephone Number:** _____
Vernon Azvedo, Water Quality Project Manager, (859) 288-2982

e. **Estimated Cost (in Thousands) for entire project:** \$ 16M

f. **Estimated cost (in Thousands) for work which firm was/is responsible:** \$ 1.6M

g. **Scope of Entire Project (Please give quantitative indications wherever possible).**
Construction of a new wet weather storage tank to detain effluent for the Lower Can Run Watershed project. The tank displaced a portion of the Legacy Trail, so site improvements were designed to mitigate the impact of the tank on the Trail and provide amenities for trail users.

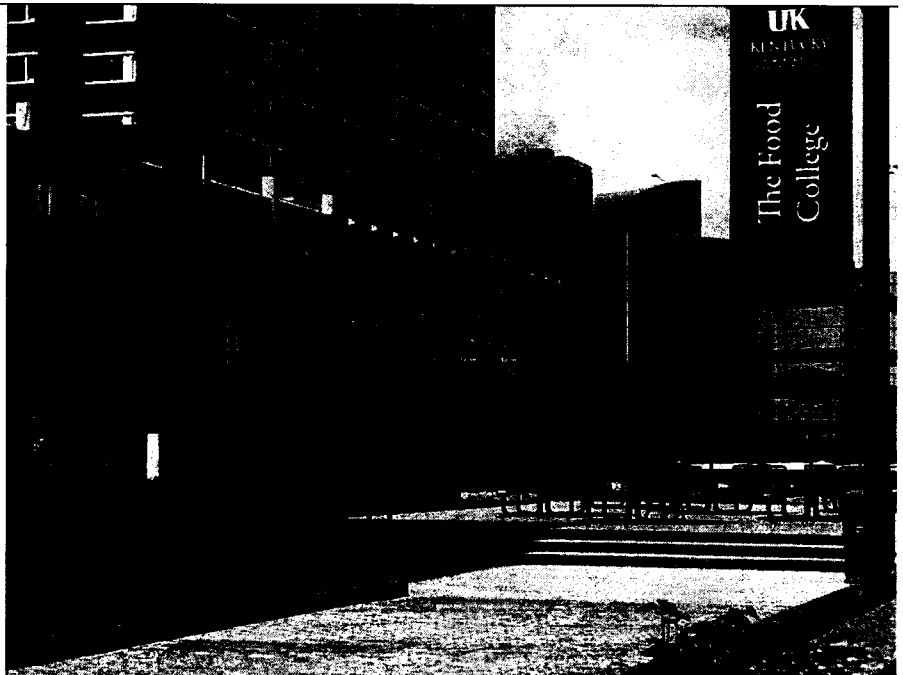
h. **Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible).**
Element Design was hired to provide the construction documentation and detailing, and construction administration for a new plaza at the tank site, —
to serve the Legacy Trail. Plaza included a new restroom, shade canopy, —
screen wall, plaza pavements, landscape improvements and furnishings and amenities.

i. **Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to project:**

Ramona Fry

University of Kentucky - Alumni Plaza Renovation

Lexington, Kentucky



University of Kentucky Alumni Plaza Renovation

Lexington, Kentucky

The renovation of Alumni Plaza transforms a degraded concrete roof plaza into a signature space that celebrates the forms, shapes and materials of Kentucky's agricultural landscape.

Scope:

- Green space and permeable pavers replace failing concrete pavement
- Temporary native crop gardens showcase the College's research projects and Kentucky agriculture
- Custom steel arch creates a gateway to the College of Agriculture
- Banners and kiosks provide information and share the College's mission
- Outdoor rooms create informal gathering or quiet study time on the sun deck or in one of several seating areas
- Green screens soften the vertical concrete architecture

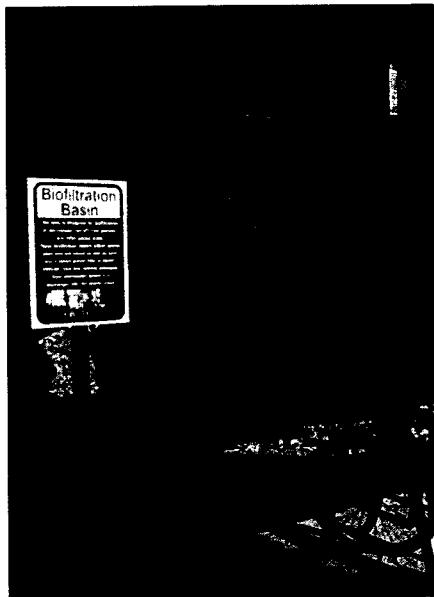
Client:
University of Kentucky
College of Agriculture

Client Contact:
Ned Crankshaw
Chair Landscape Architecture
859.257.7295

Cost: \$ 1,000,000

2015 ASLA Kentucky Chapter
Merit Award for
Constructed Work
2013 ASLA Kentucky Chapter
Honor Award for Design

elementdesign



Client:
Lexington Fayette
Urban County Government

Joyce Thomas
Administrative Officer Senior
LFUCG
200 East Main Street
Lexington, KY 40507
859.258.3054

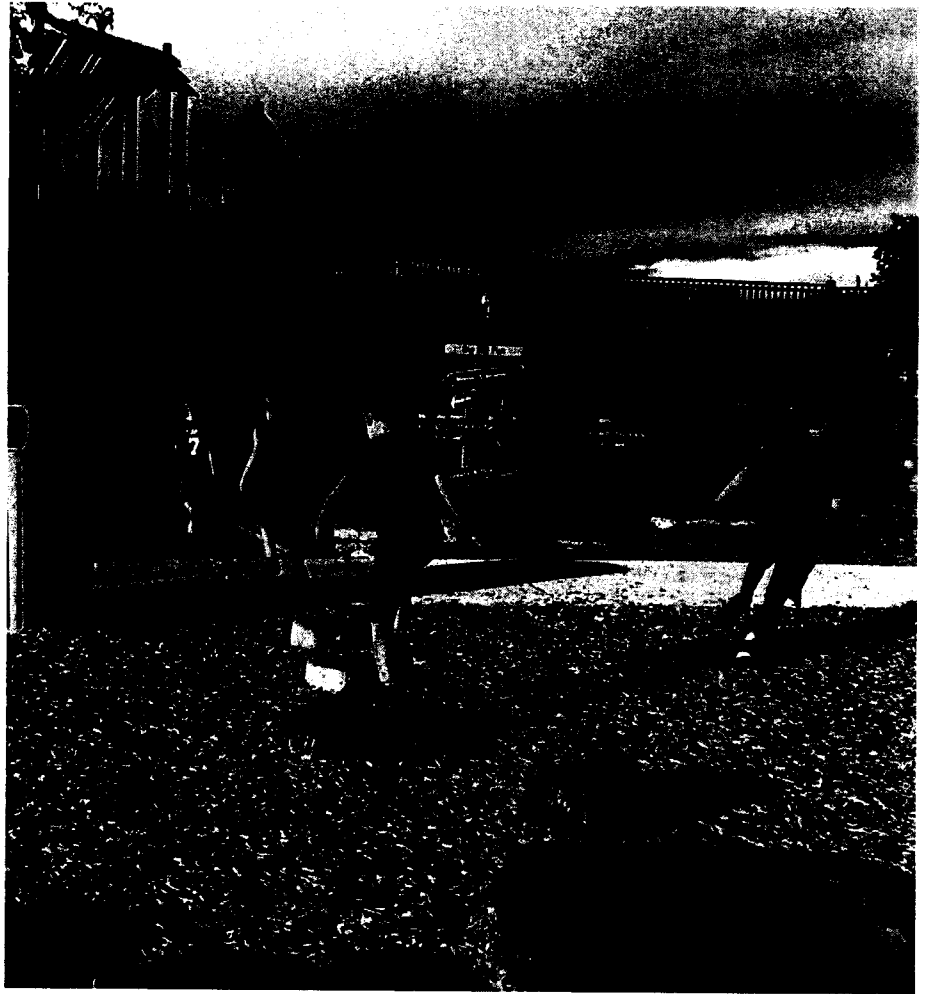
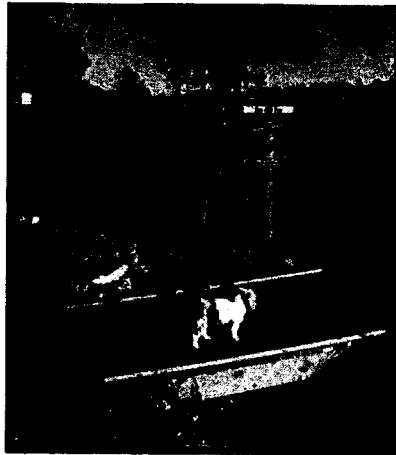
The site for the new Lexington Senior Center emphasizes quality and vibrancy for Lexington's senior population, blending high quality design with a beautiful park setting. Located within Idle Hour Park, the design provides model features for site sustainability, including interior parking, rain gardens, biofiltration basins for on-site storm water detention, permeable pavers in parking areas, and an emphasis on landscape and detail.

Scope:

- Full site design and civil engineering documents and contract administration including all site elements, grading, storm water, sanitary sewer and potable water design
- Gardens, lawn and patio / plaza spaces, and trails included to promote a variety of outdoor experiences for Center patrons
- Permitting through LFUCG and Kentucky Division of Water
- Coordination with LFUCG, Division of Parks & Recreation and Division of Water Quality
- LEED design, including sustainable site features such as a biofiltration / detention basin, permeable pavers, rain gardens in parking area

Jacobson Park Playground

Lexington, Kentucky



Client:
Lexington Fayette Urban
County Government Division of
Parks & Recreation

Client Contact:
Michelle Kosieniak
Superintendent of Planning
and Design
LFUCG Parks & Recreation
859.288.2982

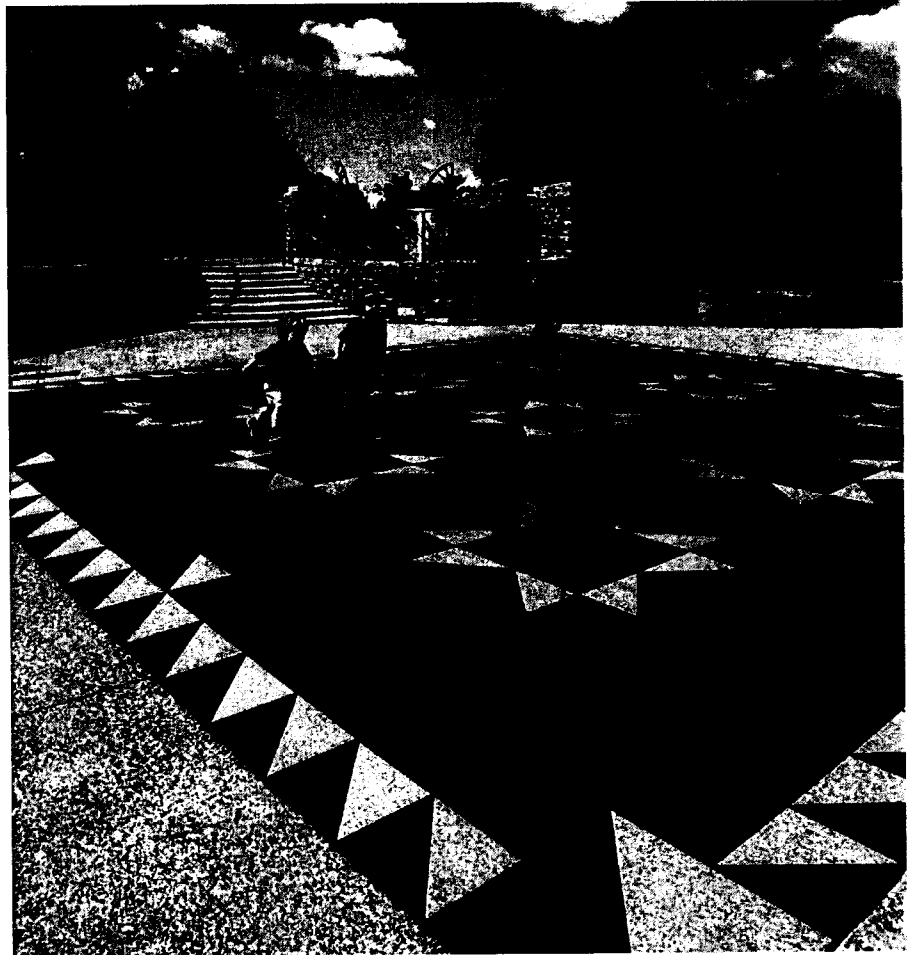
Renovation of a much beloved community park that was constructed by volunteers over two decades ago, now dilapidated and with accessibility issues. Element design along side LFUCG Parks and Recreation sought to design a playground that embraces the original experience and appearance while introducing educational features related to hydrology, geology and nature of the Bluegrass.

Scope:

- Design development, construction documents and contract administration for the multifaceted play experience
- Salvage of existing materials to be repurposed in the new playground design
- Preservation of the main towers of the existing structure as a focal point
- Introduction of an under 2 play area fully fenced with tactile raised beds, shade canopies, a discovery trail and a variety of swings
- Embrace natural terrain and provide universal access
- Community outreach, surveys and public meetings

The Kentucky Children's Garden

Lexington, Kentucky



Client:
University of Kentucky

Client Contact:
Keith Ingram
UK Capital Projects
Management Division
859.257.5911

Cost: \$ 575,000

2015 ASLA Kentucky Chapter
Award of Excellence

The Kentucky Children's Garden is an experiential place, where children of all ages can interact with the environment and have fun while learning about the ecology, geology, and cultural history of Kentucky. Each program element was developed in collaboration with design and educational committees to maintain the design and educational intent throughout detailed design development and construction.

Scope:

- Design development, construction documents and contract administration for the primary, accessible loop trail, ponds and stream water features, entrance, walls, and quilt spray fountain
- Custom decorative concrete loop trail with imprints of fossils, leaves, animal tracks and cultural artifacts
- Coordination with local artists for design of the entrance gates and guardrail
- Design development and coordination with fabricators for the quilt fountain, made of custom engraved granite, turf, and fog misters
- Coordination with local artists and community volunteers
- Detailed design of water feature with two spring heads, cascading streams and waterfalls, disappearing stream, wetland area, dock and boardwalk, quilt themed sprayground

Section 4: Resumes of Key Personnel



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

Ramona will serve as the Principal in Charge and Design Project Manager for this project. She will oversee design and planning for the entire project Public Facilitation, and production of Construction Documents. She will also be on site to review work during construction administration. Her experience as Project Manager and Prime Consultant includes the \$ 29M Elizabethtown Sports Park and the \$3.5 M Kentucky Horse Park Pedway Renovation project to help prepare the KHP for the World Equestrian Games in 2010.

Ramona is a registered Landscape Architect with over 18 years of experience in project design and management. Her professional experience includes master planning, site design and development, preparation of construction documents and contract administration, with a great emphasis in Parks & Recreation work.

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

Recent Experience:

LFUCG Jacobson & Masterson Station Parks Spraygrounds - Lexington, KY

LFUCG Idle Hour Park Improvements - Lexington, KY

LFUCG Jacobson Park Playground - Lexington, KY

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

LFUCG Senior Center - Lexington, KY

University of Kentucky Alumni Plaza- Lexington, KY

The Arboretum, State Botanical Garden of Kentucky, Kentucky Childrens Garden & Various Arboretum Improvements - Lexington, KY

Berea College Indian Fort Sustainable Parking Lot Renovation - Berea, KY

Elizabethtown Sports Park - Elizabethtown, KY

Kentucky Horse Park New Outdoor Arena - Lexington, KY

Kentucky Horse Park Pedway Repairs, Replacement & Upgrade - Lexington, KY

Rupp Arena and Lexington Convention Center - Lexington, KY

Registration:

Landscape Architect –
Kentucky, #661
Ohio, #1701415

Certifications: LEED AP BD+C
CLARB certified Landscape
Architect

Education:

University of Kentucky
Bachelor of Science in Landscape
Architecture, 1999.

Idaho State University
Bachelor of Arts in Education,
1994.

Professional Experience:

Element Design, PLLC
(formerly M2D Design Group)
Senior Partner / Principal
Landscape Architect
2008-Present

McIlwain + Associates
Landscape Architect
2000- 2008

Adjunct Faculty
University of Kentucky
2002

Louisiana State University
College of Design

Section 4: Resumes of Key Personnel



Billie Motsch - Landscape Designer

Billie will serve the team as the Landscape Design specialist. Billie has a strong background in the Nursery and Landscape Construction industry and she reviews and oversees landscape design projects and species selection and specifications for the firm. She will further assist the team with the development of plan graphics as part of the public facilitation process, as well as construction documents.

She is a landscape designer who graduated with a Bachelor of Science in Landscape Architecture from the University of Kentucky. She has over 12 years of experience in planning, landscape architectural design and development of construction documents. Her experience includes commercial, residential, military and industrial planning and design.

Billie is an experienced project manager with the ability to take projects from design concept through construction completion. Ms. Motsch has also assisted with LEED documentation/certification for numerous projects in Louisville and Virginia.

Education:

University of Kentucky
Bachelor of Science in
Landscape Architecture, 2005

Work Experience:

Element Design, PLLC
Junior Partner / Landscape
Designer
2012-Present

M2D Design Group, PLLC
Landscape Designer
2011-2012

Mindel, Scott and Associates
Landscape Designer
2005-2011

Project Experience:

LFUCG Gainesway Trail - Lexington, KY

LFUCG Jacobson Park Playground - Lexington, KY

LFUCG Idle Hour Park - Lexington, KY

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

LFUCG Senior Center - Lexington, KY

Berea College Indian Fort Sustainable Parking Lot Renovation - Berea, KY

Bluegrass Community & Technical College Newtown Pike North Campus
Lexington, KY

Breckinridge Elementary School Renovation - Lexington, KY

Deep Springs Elementary School Renovation- Lexington, KY

Hopkinsville Inner-City Parks Project - Hopkinsville, KY

Kentucky Community and Technical College System Office - Planting
Master Plan - Versailles, KY

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

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

VA Hospital Renovation/Demolition - Lexington, KY

Walnut Street Park - Hopkinsville, KY

Section 4: Resumes of Key Personnel



Tyler Mills, PE

Tyler is a registered Civil Engineer with experience in hydrology, hydraulics, grading, roadway design, sanitary sewer and water distribution design. His experience specializes in roadway and drainage design for KYTC projects, along with working with LFUCG, commercial developers and other local governments throughout Kentucky.

Recent Project Experience:

AB Sawyer Park - Louisville, KY

Athens-Boonesboro Elementary School - Lexington, KY

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

Collins Lane Elementary School - Frankfort, KY

Eastern Kentucky University - Sanitary Sewer Capacity Study - Richmond, KY

Eastern Kentucky University - Athletic Sports Facility - Richmond, KY

Eastern Kentucky University - Pedway Project - Richmond, KY

Eastern Kentucky University - Wellness Center - Richmond, KY

Jacobson Park Sprayground- Lexington, KY

Lebanon City Hall - Lebanon, KY

Madisonville Community & Technical College - Regional Postsecondary Education Center - Madisonville, KY

Marikka's Renovation - Lexington, KY

Morgan County High School - West Liberty, KY

Registration:

Kentucky, PE 32488

Education:

University of Kentucky
Bachelor of Science,
Civil Engineering, 2012

Professional Experience:

Kentucky Transportation
Cabinet - Lexington, KY
Engineer in Training
January 2013 - May 2017

Kentucky Transportation
Center - Lexington, KY
Research Assistant
April 2012 - December 2012

Kentucky Transportation
Cabinet - Richmond, KY
Engineering Intern
June 2008 - June 2012

Section 5. Project Approach & Methodology

Element Design has worked extensively with LFUCG over the years both as a sub-consultant and a prime consultant. We are currently working for LFUCG through the Divisions of Parks and Recreation, General Services, Engineering, and Water Quality on multiple ongoing projects. We know and understand how to work with LFUCG- your processes and requirements. This allows us to quickly navigate through requirements, assembly of bid documents and work with Procurement, and your concerns relative to design details, construction concerns, and your ongoing maintenance and operational concerns.

Over our years of experience, we've refined our approach to Project Management and developed the following Keys to Success that we believe set us apart from other design firms:

Project Management Experience. We have years of experience serving both as a Subconsultant and Prime Consultant on a variety of projects and understand all of the aspects of project management, from coordination of team members, quality control, development of construction documents, assisting our clients with bidding and negotiations, contract administration.

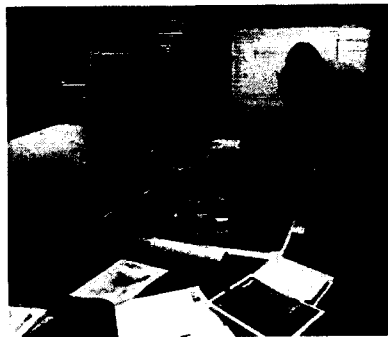
Communication. Communication is more than a buzz word; it's the most critical ingredient in a successful project. Communication with the client, consultants, contractors, suppliers, the community; it all occurs on a variety of levels is key throughout the process. We've been in the site design and construction business a long time- we know things happen, that some ideas will fail, that schedules can slide, that the unknown will invariably come up. The key is to keep our client and our team informed and up to speed, so we can all address issues confidently together.

Collaboration. We listen to your goals and vision, we understand your budget and concerns. We like to think of ourselves as great designers; however, no design is successful if it does not fulfill your needs and goals, meet your budget, and can't be maintained.

Creativity. We believe we excel in finding the story in design, and then finding ways to make the design beautiful, practical, affordable and successful. We strive to find the most meaning, the best story and the most fun working with our clients.

Technical Expertise. Collectively, we have decades of experience in site design and engineering. Our experience reaches across a very broad range of site design details. This means we can work quickly, but also that we have a good knowledge of budget and construction timelines to help make the important decisions with you.

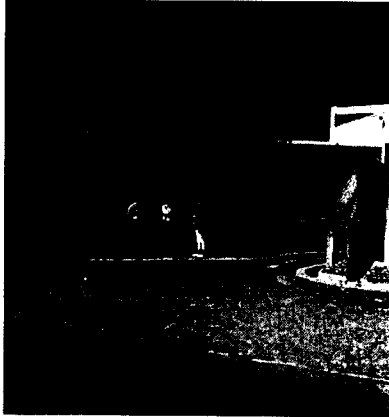
Tracking Schedule and Budget. Given the requirements of the CBDG funding source, not meeting schedule or budget is not an option. We have reviewed your proposed schedule and find it ambitious, but achievable given hard work and focus. Throughout the process, we must also stay on target with budget. We have extensive experience in developing project costs in the area; we will also reach out to local contractors to understand their thoughts on cost given the unique conditions of the project.



Section 5. Project Approach & Methodology

Your schedule highlights as outlined in the RFP are noted below:

- SD / DD Phase 9/1/17 - 9/27/ 17 (26 days)
- CD Phase 9/28/17-10/31/17 (33 days)
- Bidding Phase 11/6/17 - 11/27/17 (21 days)
- Construction 12/20/17 - 4/24/18
- Project Close-Out - 5/1/17



It is our goal to better your schedule on the design end, and turn over documents for your review in advance of your schedule dates noted. We believe it is critical to provide as much time as possible for construction, due to the time of year allotted for exterior construction / weather concerns and the potential unknowns that come with renovation projects.

Project Approach

Project Kick- Off

We have already visited and photographed the project site. We have reviewed the issues in the field, as well as the proposed schematic plan and associated program for the plaza. We understand several of the concerns: lack of accessibility, need for shade, more family friendly surfacing, more useable gathering spaces, difficult construction site approach among them. We are ready to move forward quickly. We are ready to sit down with you on September 1 to review the program, our understanding / issues noted, and get our marching orders moving straight into the combined SD/DD phase.



We have also already drawn our own autocad base map for the site and surrounding area, so that we can jump quickly to producing design documents, without spending time on the front end drawing base mapping. We believe this will save us 2-3 critical days during SD/DD so that we can start developing those deliverables immediately and move ahead of design schedule.

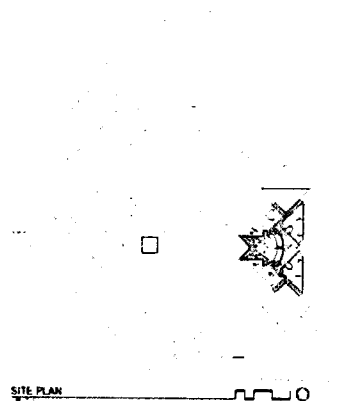
Schematic Design / Design Development

We will begin the combined SD/DD phase by analyzing the existing plan for the plaza, using your defined Program Goals and our technical expertise to make any revisions that we feel improve function, accessibility, maintenance, constructability and better meet the budget target.

We propose a 50% SD/DD review meeting with the you to make sure everyone concurs on the design direction and vet through any concerns or questions.

We will then complete the SD / DD phase by providing deliverables by 9/22/17, if not sooner, for review. Deliverables will include:

- Drawings with every required sheet developed to DD levels, including staging & logistics plan, preliminary demolition, grading & drainage, layout & materials, construction details
- Full Specifications for preliminary review
- DD Cost Opinion for review and value engineering assessment with Owner as needed.



Construction Documents

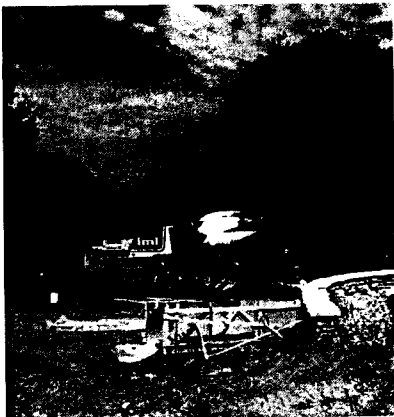
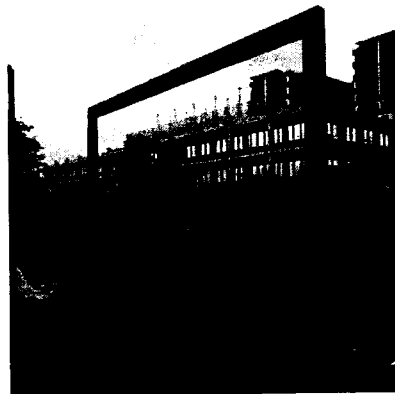
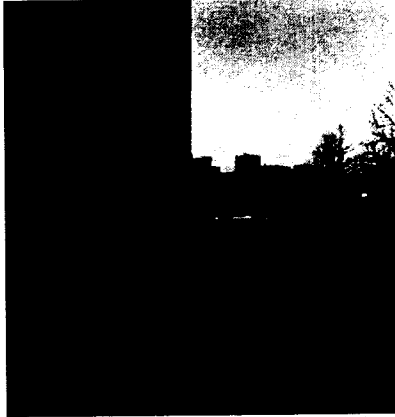
The Construction Documentation phase will begin on or before 9/9/28/17. Our goal is to begin before that date. We will use our fully

Section 5. Project Approach & Methodology

developed DD drawings to continue to finalize design details. During this phase, we will also work with local contractors to understand any concerns from their perspective in terms of meeting schedule and budget. We will also work directly with manufacturers for any specialty items, such as the proposed canopy and specialty surfacing, so we understand their costs and how their fabrication schedules may affect the project schedule.

We propose a 50% CD review meeting with you to make sure everyone concurs on the design direction and vet through any concerns or questions. We will then follow with the 95% review meeting to vet through any final details. Deliverables for this phase will include:

- *Stamped drawings with every required sheet developed to CD levels, including staging & logistics plan, preliminary demolition, grading & drainage, layout & materials, construction details*
- *Full Specifications*
- *CD Cost Opinion for review and final value engineering assessment with Owner as needed + final cost opinion for bidding purposes*
- *Work with Purchasing to develop the final Bid Package.*
- *Development of excellent and detailed Bid Documents is critical to maintaining project schedule. The more detailed the documents, the better the Contractor understands their responsibilities, anticipates potential issues, and can move quickly with minimal questions.*



Bidding Phase and Construction / Contract Administration

Our team will continue the role as designer during construction administration. Development of construction documents and construction administration are tasks we excel at as a firm, and our team is well experienced in together.

We will provide Bidding & Negotiations services, followed by full Construction Administration services during construction. Our tasks will include:

- *Attendance of pre-bid meeting, preparation of pre-bid meeting minutes as well as review and response to any bidding questions and issuance of addenda*
- *Review of bids, including costs and contractor resumes*
- *Attendance and lead of pre-construction meeting, production of minutes for distribution.*
- *Lead progress meetings and preparation of meeting agendas and minutes, review submittals, log changes and proposal requests, process pay applications, issue revisions as needed*
- *Production of regular field reports to review construction and note any deficiencies or issues- it is critical to complete these regular reviews and reports so issues are noted continuously, rather than at punch review, so they can be taken care of in a timely fashion.*
- *Punch review at Substantial Completion and Final Completion.*
- *Being available at a moment's notice to visit the site, review issues as they come up in the field, and provide quick and knowledgeable responses. It is impossible to overstate how critical this point is in meeting your schedule. We will be there for you.*

Project Close-Out and Turn Over

At the conclusion of Final Completion, we will work with the Contractor to take care of final details and issues, produce your final Record Drawings, O&M manuals and address and final concerns.

Section 6: Degree of local employment

Please provide a statement reflecting the anticipated level of local work force/companies participation with this contract.

Our firm is local, our in-house team is 100% local to Lexington, and our office is right down the street, a ten minute drive from the job site.

Lexington, KY	% of Work
Ramona Fry, RLA, LEED AP BD+C Principal in Charge / Project Manager	50%
Billie Motsch Landscape designer	30%
Tyler Mills, PE Principal Project Engineer	20%
	<hr/> 100%

Section 7: Lump Sum & Unit Pricing


Phase	\$
Lump Sum Design Phase (SD/DD):	\$ 4,400
Lump Sum CD Phase:	\$ 6,000
Lump Sum Bid Phase:	\$1,600
Lump Sum CA Phase:	\$ 6,000
Lump Sum Other Expenses:	\$ 200
Grand Total:	\$ 18,200

Unit Price for Additional Services Not Included:

Professional Services	\$/Hr.
Principal Landscape Architect/Architect:	\$ 125
Professional Landscape Architect/Architect:	\$100
Professional Engineer:	\$ 100
Landscape Designer:	\$ 85
Other:	
Other:	

Proposed By: Ramona Fry

Firm Name: element design

Signature: 

Date: 08 / 28 / 2017

Appendix - Additional Information

Affidavit

Affirmative Action Plan and Equal Opportunity Agreement

Work Force Analysis Form

Firm Submittal Page

LFUCG MWDBE Participation Form

LFUCG MWDBE Substitution Form

LFUCG MWDBE Quote Summary Form

LFUCG Subcontractor Monthly Payment Form

LFUCG Good Faith Efforts

General Provisions

KY Permit and Registration

WBE Certificate

AFFIDAVIT

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

1. His/her name is Ramona Fry, RLA and he/she is the individual submitting the proposal or is the authorized representative of Element Design, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to 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."

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.

Element Design

STATE OF Kentucky _____

COUNTY OF Fayette _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2016.

My Commission expires: _____

August

NOTARY PUBLIC, STATE AT LARGE

Appendix: Affirmative Action Plan and Equal Opportunity Agreement

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.



Element Design

elementdesign

Appendix: Workforce Analysis Form

Signature / /

Name of Business _____

WORKFORCE ANALYSIS FORM

Name of Organization: _____

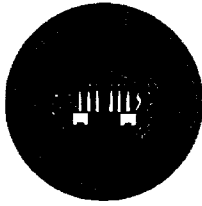
Date: / /

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

Prepared by: _____

Name & Title

Appendix: LFUCG MWDBE Participation Form



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP # 29-2017

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.			
2.			
3.			
4.			

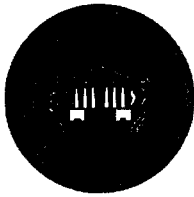
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Element Design
Company

08.28.2017
Date

Ramona Fry, RLA
Company Representative

Principal
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP # 29-2017

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.					
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.

Element Design

Company

08.28.2017

Date

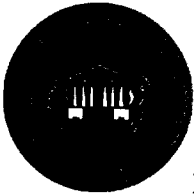
Ramona Fry, RLA

Company Representative

Principal

Title

Appendix: LFUCG Quote Summary Form



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP #29-2017

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

Company Name Element Design	Contact Person Ramona Fry, RLA
Address/Phone/Email 366 South Broadway Lexington, KY 40508	Bid Package / Bid Date RFP # 29-2017 / 08.28.2017

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.

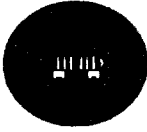
Element Design
Company

Ramona Fry, RLA
Company Representative

08.28.2017
Date

Principal
Title

Appendix: LFUCG Subcontractor Monthly Payment Form



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 # RFP # 29-2017

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.

Element Design
Company
08.28.2017
Date

Ramona Fry, RLA
Company Representative
Principal
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP # 29-2017

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 MWDDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event.

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

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

Requested a list of MWDDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the company(ies) on the list(s).

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

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDDBEs 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 MWDDBEs and Veteran-Owned businesses to determine their level of interest.

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

Selected portions of the work to be performed by MWDDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce.

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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.

Appendix: LFUCG General Provisions

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

Appendix: LFUCG General Provisions

- (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

Appendix: LFUCG General Provisions

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

08.28.2017

Date

Appendix: KY Permit and Registration

**MUST BE SUBMITTED WITH PROPOSAL
KENTUCKY PERMIT AND REGISTRATIONS**

Provide the Kentucky Permit for any Firm providing Engineering Services as defined under KY Law


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

Provide the Kentucky Registration # of each individual listed in your proposal that is providing Architectural an/or Engineering services as defined under Kentucky Law.

Firm Name	Individual	Discipline	Registration #	Registration Expire Date
Element Design	Tyler Mills	Civil Engineering	32488	6-30-2017
Element Design	Ramona Fry	Landscape Arch	661	6-30-2017

STATEMENT OF COMPLIANCE

I certify, under penalty of perjury, that I have provided all pertinent information required by this form and this information is true and accurate. I also certify that I have completely read and understand this form and will comply with these requirements during the life of any contract awarded.

	Ramona Fry
AUTHORIZED SIGNATURE	Printed Name
Principal	08.28.2017
Title	Date

Element Design is certified woman owned business enterprise. Our certification has been granted through the Women's Business Enterprise National Council (WBENC). The WBENC is the largest independent certifier of women owned business enterprises in the country and is recognized both nationally and locally.



hereby grants

National Women's Business Enterprise Certification
to
Element Design, PLLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Ohio River Valley - Women's Business Council, a WBENC Regional Partner Organization

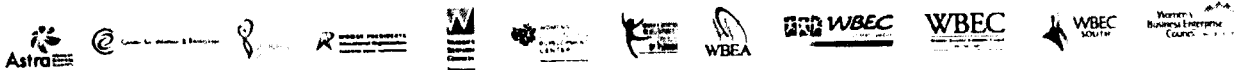
Expiration Date: 09/30/2016
WBENC National Certificate Number: 2005127527

Sheila A. Mixon
Authorized by Sheila Mixon, Interim Executive Director
Ohio River Valley Women's Business Council




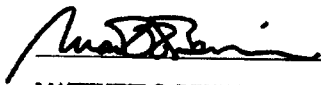

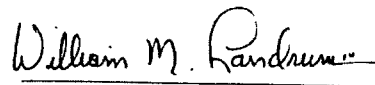
NAICS Codes: 541320, 541330

UNSPSC Codes: 81101517, 70131701, 77101600, 81101500, 72102906, 93142001, 81101523



Appendix: WBE Certificate

Element Design is certified woman owned business enterprise. Our certification has been granted through the Commonwealth of Kentucky.

MATTHEW G. BEVIN GOVERNOR		WILLIAM M. LANDRUM III SECRETARY FINANCE AND ADMINISTRATION CABINET
MWBE MINORITY & WOMEN BUSINESS ENTERPRISE		
This certificate acknowledges that <i>Element Design, PLLC</i> has been certified as a Women Business Enterprise by the Commonwealth of Kentucky.		
 MATTHEW G. BEVIN GOVERNOR		 WILLIAM M. LANDRUM III SECRETARY FINANCE AND ADMINISTRATION CABINET
Expiration: December 30, 2019		