

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of December, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and Mark Arnold dba DesignWORKS, 620 Euclid Avenue, Suite 207, Lexington, Kentucky 40502 (CONSULTANT). OWNER intends to proceed with the RFP for Lexington Corridors Beautification Design Services as described in the attached EXHIBIT A, "Request for Proposal, RFP #36-2016." The services to be performed by the CONSULTANT are to include landscape architectural services and provide deliverables as described in EXHIBIT A for Zone A: North Broadway and Paris Pike (from Loudon Avenue to Kingston Road), and Zone C: Richmond Road Medians. The services are hereinafter referred to as the PROJECT.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional landscape architectural services by CONSULTANT and the payment for those services by OWNER not to exceed \$44,750.00.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary landscape architectural services incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. EXHIBIT A - RFP #36-2016 Lexington Corridors Beautification Design Services
2. EXHIBIT B - Certificate of Insurance
3. EXHIBIT C - Consultant Proposal Response to RFP #36-2016

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

1.3. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.3.1. Notify the OWNER in writing of its authorized representative who shall act as Project Manager and liaison representative between the CONSULTANT and the OWNER.
- 1.3.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A: "Request for Proposals, RFP #36-2016,

Lexington Corridors Beautification Design Services" pertaining to Zone A: North Broadway and Paris Pike (from Loudon Avenue to Kingston Road), and Zone C: Richmond Road Medians and attached Exhibit C (CONSULTANT's response to RFP #36-2016).

- 1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit appropriate copies of **PROJECT** deliverables as described in **EXHIBIT A**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall deliver appropriate copies of **PROJECT** deliverables as described in **EXHIBIT A**. One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial.
- 1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached **EXHIBIT A** for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Project Assignment shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.3.5. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within forty-five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT

5.1.1. For Basic Services

The **CONSULTANT** may submit monthly invoices for basic services or work rendered, based upon the **CONSULTANT**'s estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report based on the approved format. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The actual work performed by the DBE shall be included on the monthly progress report. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.2. Other Provisions Concerning Payments

- 5.2.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.
- 5.2.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1. CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2. The OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

- 6.3.1. The CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2. In performing the services hereunder, the CONSULTANT and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of OWNER in any manner whatsoever. Except as otherwise provided in this Agreement, the CONSULTANT shall be acting as an independent contractor. The CONSULTANT shall not hold itself out as, nor claim to be, an officer or employee of OWNER by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of OWNER. The CONSULTANT shall be solely responsible for any claims for wages or compensation by CONSULTANT'S employees, agents and representatives, including consultants, and shall save and hold OWNER harmless therefrom.**
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by Kentucky law, and that venue of any legal action shall only be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.**

6.4. Successors and Assigns

- 6.4.1. CONSULTANT binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. CONSULTANT shall not assign any interest, obligation or**

benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality and Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

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

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable

times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant professional service agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

- a. 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** 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.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** 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 **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens,

costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3 Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**.

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

The policies above shall contain the following conditions:

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

6.9.5 Renewals

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

6.9.6 Right to Review, Audit and Inspect

CONSULTANT agrees to furnish **OWNER** 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 **OWNER** copies of all insurance policies, including all endorsements. **CONSULTANT** understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.7 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.8 Definition of Default

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2** The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Susan Plueger, P.E., Director of the Division of Environmental Services (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or his designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, and C**, and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Mark Arnold (dba DesignWORKS)

BY: *Jim Gray*
JIM GRAY, MAYOR

BY: *[Signature]*

ATTEST: *[Signature]*
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Mark Arnold, as the duly authorized representative for and on behalf of LFUGG, on this the 12 day of November, 2016.
My commission expires: Feb 09 2020.

Walter Lee Para No: 556218
NOTARY PUBLIC

WALTER LEE PARA
NOTARY PUBLIC-STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES FEB. 9, 2020

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EXHIBIT A

**LEXINGTON CORRIDORS BEAUTIFICATION DESIGN SERVICES
RFP# 36- 2016**

Lexington Corridors Beautification Design Services

Lexington Fayette Urban County
Government

November 7, 2016

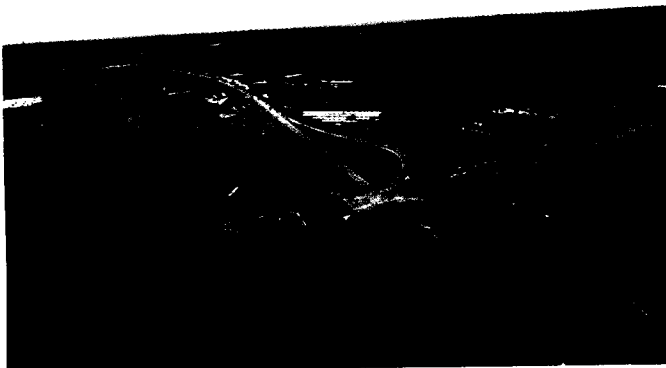
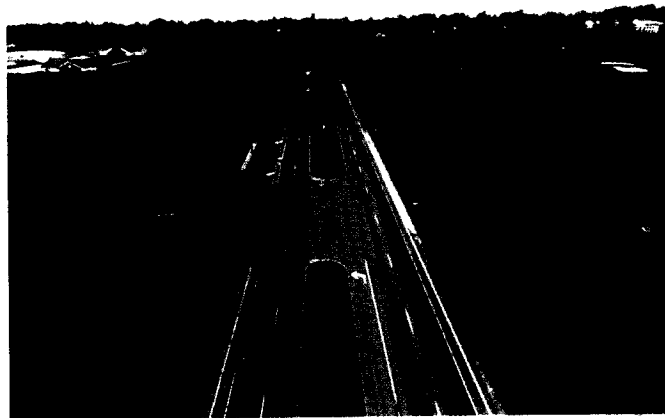
- Part A - Letter of Transmittal
- Part B - Consultant Profile
- Part C - Project Team / Organization
- Part D - Project Team Experience
Resumes
- Part E - Similar Project Portfolio
References
- Part F - Project Zone Selection
- Part G - Project Approach
- Part H - Project Methodology
- Part I - Proposed Degree of Local
Employment
- Part K - Additoinal Relevant Information
Attached CD
- Park L - Financial Proposal

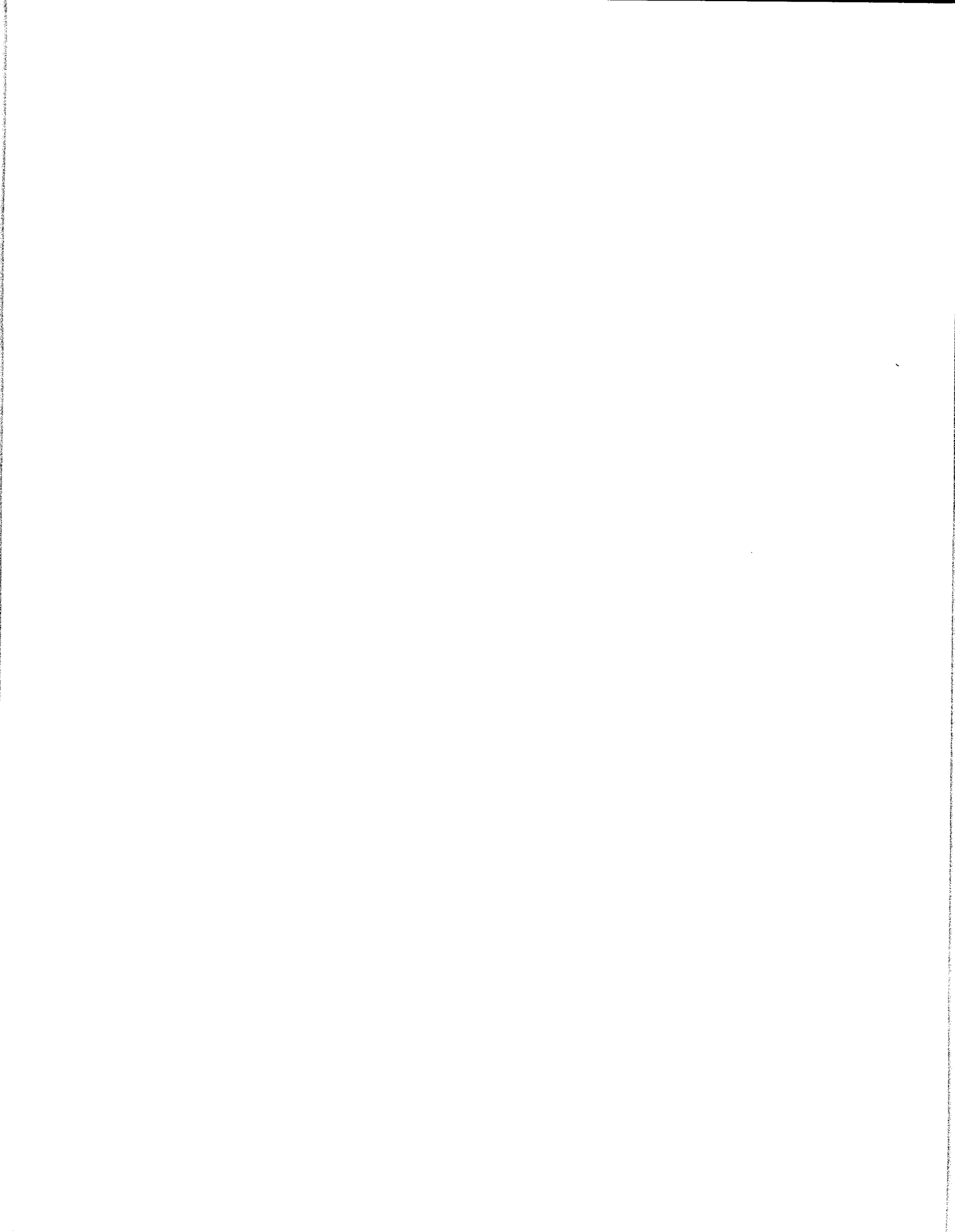
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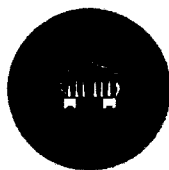
designWORKS

Urban Design and Landscape Architecture
620 Euclid Avenue, Suite 207
Lexington, Kentucky 40502

Mark C. Arnold, RLA Landscape Architect
Mark Yanik, RLA Landscape Architect







Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #36-2016 Lexington Corridors Beautification Design Services** 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 **November 7, 2016**.

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 #36-2016 Lexington Corridors Beautification Design Services. 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 sixty (60) calendar days.

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

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

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

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

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

Please do not contact any 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:

Points

- | | |
|---|----|
| 1. Specialized experience and technical competence of the staffing of the firm with the type of service required. (Sections B, C, D) | 20 |
| 2. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. (Section E) | 20 |
| 3. Familiarity with the details of the project. (Sections F, G) | 20 |
| 4. Capacity of the staffing of the firm to perform the work, including any specialized services, within the time limitations. (Section H) | 20 |
| 5. Degree of local employment to be provided by the person or firm. (Section I) | 10 |
| 6. Estimated cost of services. (Section L) | 10 |

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 regarding this RFP shall be addressed to:

Sondra Stone, Buyer Senior
Division of Central Purchasing
ssone@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 _____, 2016.

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 Bynes	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	lavozdeky@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.				

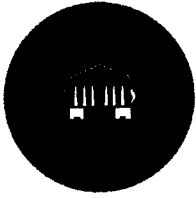
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

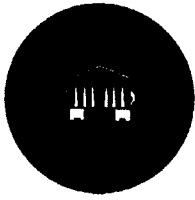
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

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)

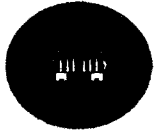
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

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 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.

_____ 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 MWBDE 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

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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, AND 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.

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**Request for Proposals
2017 Lexington Corridors Beautification Design Services**

Scope of Work

1. Project Background and Summary

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from qualified firms to provide Landscape Architectural services for design of landscaping in several locations within Fayette County along major corridor routes leading into the city of Lexington. The requested services will include site selection, soil sampling, development of conceptual schematics and plant species lists, coordination with LFUCG and Kentucky Transportation Cabinet (KYTC) staff, leading project team meetings, development of final plans suitable for bidding, development of cost estimates, contact with local and regional nurseries and construction assistance during installation.

The goal of this project is to continue the success of the Breeders' Cup beautification planting beds by designing landscaping for four corridors to provide an aesthetically pleasing impact for travelers and residents as well as showcase plants and trees native to the Bluegrass area.

The scope of each corridor will vary depending upon the project area available, site and other KYTC/Federal Highway Administration (FHWA) restrictions, soils, slopes, etc. It is expected that designs will include trees, shrubs, perennials, ornamental grasses, annuals, and seed mixes (including wildflower seed mixes). Perennials will be preferred although small areas for annuals are possible.

The Division of Environmental Services will manage the project in conjunction with a Project Team to include representatives from the Mayor's Office, Corridors Commission, Tree Board, several city divisions, and other stakeholders. The design process will be collaborative, in that input and comment from the project team will be provided at scheduled points throughout the process.

Funding for the installation is in the process of being secured. It is expected that the design plans resulting from the selected firm's work will be installed in phases as funding becomes available. A majority of the plantings will be bid for installation by private contractors, however some work may be performed by in-house staff within the Division of Environmental Services. Once installed, all plantings will be maintained by the Division of Environmental Services.

All proposed work areas are within the State or Federal right-of-way, and therefore will require encroachment agreements and approvals from the KYTC. Approvals from the FHWA are required at I-75 interchanges. The design services shall be provided in such a way as to receive buy-in and approvals from appropriate KYTC staff throughout the process. In addition, any and all impacted public and private utilities shall be coordinated with to avoid underground and overhead utility conflicts.

The goal of this Request for Proposal (RFP) is to create individual design plans and specifications for each beautification area, sufficient either to bid or to install through city crews. Consultants shall be selected for each project area. Consultants are given the opportunity to submit proposals for one, some, or all of the project areas.

1.1. Project Site Locations, Descriptions, and Anticipated Budgets

Selection of specific project sites is part of this project scope. Four corridors have been selected for design of beautification areas with this RFP. In order to allow proposers to provide a cost estimate for their services, a general project description and a not-to-exceed construction/installation budget estimate for each area is provided. Developed designs will be prioritized and constructed as funding allows. Therefore, all projects may not be constructed this coming year and they may be constructed in phases over a series of years.

ZONE A: North Broadway and Paris Pike (from Loudon Avenue to Kingston Rd);

Construction Estimate \$250,000: This zone has a variety of locations and options to evaluate. The Paris Pike @ I-75 interchange is on a list for possible reconfiguration. This does not preclude some improvements within the interchange area, but a majority of the investments should be planned in other areas. The plan should include low-maintenance perennials/bulbs within the narrow entrance/exit medians. For the area within the Federal Highway Administration's purview (interchange to end of all ramps), federal encroachment approvals are required. Expect more restrictions. Access for maintenance is of particular concern. N. Broadway is a tight corridor with little space. There is an historical horse watering trough at the railroad crossing near New Circle Rd that should be incorporated into the design as a visual point of attraction with possible signage. KYTC shall be approached with the possibility of replacing concrete medians with landscaped medians in certain locations.

ZONE B: Athens-Boonesboro @ I-75 Interchange; Construction Estimate \$150,000: This project area allows for larger landscaping beds with trees and shrubs organized in a pattern. Wildflowers are to be considered at this location. This area is within the Federal Highway Administration's purview and will require Federal as well as the standard State encroachment permits. Expect more restrictions. Access for maintenance well off the shoulder must be available. (Proposers are encouraged to consider the approach used at the I-75 at West Chester, Ohio interchange to consider for this location and Zone D. Other innovative approaches are also welcome.)

ZONE C: Richmond Road Medians; Construction Estimate \$200,000: See attached maps for beautification areas. Expected beautification to include a strip of landscaping in the middle of the medians that encompass the existing trees.

ZONE D: Winchester Road @ New Circle Road Interchange; Construction Estimate \$200,000: This project area allows for larger landscaping with potential for trees and shrubs organized in a pattern at this cloverleaf interchange.

All project sites are located within the public right-of-way.

1.2 Design Standards

Design plans and specifications shall meet the requirements of the LFUCG Planting Manual and the American National Standards Institute (ANSI) where applicable. LFUCG shall provide a tree and shrub planting detail for inclusion in the contract documents.

1.3 Project Phasing and Schedule

For Zones C and D, proposers should assume a fast track planning and design process. Anticipated Notice to Proceed is December 15, 2016. This will allow for bidding and encumbering funds for construction by June 2017.

For Zones A and B, given the permitting requirements associated with FHWA required approvals, extra time is provided in the schedule for these reviews and approvals.

All projects will be designed concurrently. If a proposer is selected for more than one project area this schedule still applies.

The general project phasing is:

Planning Phase

- a. Site Investigation
- b. Site Analyses (soils, utilities, constraints, etc.) and coordination with KYTC, FHWA, and Utilities
- c. Prepare conceptual layouts and plant lists
- d. Review and comment by Project Team

Design Phase

- a. Preliminary Design with cost estimates and draft permit submittals
- b. Review and comment by Project Team
- c. Final Design with final cost estimates and specifications
- d. Review and comment by Project Team

Bidding Phase

Construction Phase for selected project(s)

Preliminary Schedule

Task	Zones A & B Completion dates After NTP	Zones C & D Completion dates After NTP
Notice to Proceed (NTP) and Project Kickoff Meeting		
KYTC and Utility Coordination	Continual	Continual
Site Investigation, Analysis, Conceptual Layout	10 weeks	5 weeks
Conceptual Layout review by Project Team	10 weeks	5 weeks
Submit for Permits	-	6 weeks
Preliminary Design Submittal	13 weeks	10 weeks
Review by Project Team	14 weeks	10 weeks
Submit for Permits	15 weeks	-
Permit Review – Revisions/Negotiations	23 weeks	-
Final Design Submittal	27 weeks	14 weeks
Review by Project Team	28 weeks	14 weeks
Acceptance of Final Revised Documents by LFUCG	30 weeks	15 weeks

2. Meetings

- a. Project Team Meetings
 - Lead project meetings throughout project, to include the deliverable review meetings (assume 5 meetings).
- b. Corridors Commission
 - Present design updates to the Corridors Commission (assume 3 meetings).
- c. Council Presentations
 - The Consultant may be required to present at a Council Work Session and/or Council Meeting (assume 1 meeting).

3. Site Investigation, Analysis, and Conceptual Layout

- a. Site Investigation: Through field reconnaissance, driving the corridors for site lines, and aerial map review, locate best areas within the zones for highly visible landscaping.
- b. Soil Sampling
 - Perform soil sampling at select locations throughout each proposed planting area.
 - Perform soil analysis sufficient to determine suitability and plant amendment requirements for each proposed planting area. Areas found to have high amounts of construction debris or other highly unsuitable material should be removed from consideration.
- c. Utility Coordination: All utilities shall be located within the potential planting areas. Sites should be selected with no underground or overhead utilities if at all possible except water, which may be available for irrigation.

- d. **KYTC & FHWA Coordination:** Meet with KYTC staff to discuss the potential for future work in the Zones of interest and get their recommendations for areas to consider and avoid. Determine process to obtain encroachment permits.
- e. **LFUCG Coordination:** Meet with LFUCG Planning staff to discuss potential for future work in the project zone to disturb or eliminate these areas.
- f. **Site Evaluation:** Potential sites shall be evaluated for all factors that would affect the quality of the site for beautification planting, including, but not limited to: utility locations, site constraints, distance to buildings, width of right-of-way, area available, slope, existing vegetation, visual appeal, site lines, constructability, ease of future maintenance and vehicle pull-off access, shade/sun, soil conditions, KYTC future work and preferences, LFUCG future work, etc.
- g. **Planning Layout:** Provide ten (ten) copies in 11"x 17" format of a general planting bed layout and supporting data including:
 - Preliminary plant list
 - Soils data reports
 - Utility data results
 - KYTC and LFUCG coordination meeting summaries
 - Potential for future irrigation
 - Recommendations
- h. **Plant Lists:** Prepare preliminary plant list.
 - Include tree and shrub species, ornamental grasses, perennial and annual flowers, seed mixes, etc. Maximize use of native vegetation.
 - Include flowering varieties for both spring and fall.
 - Provide for interesting spring, summer and fall color.
 - Consider using at least one plant species consistent with other city beautification projects for continuity.
 - Consider potential for vendor supply, budget, soil requirements, salt and drought tolerance, irrigation, sun/shade etc. in all selections.

4. Design Phase

- a. **Preliminary Design Deliverables:** ten (10) color hard copies and one electronic copy of:
 - Design Drawings in 24" x 36" format
 - plant species, density, layout
 - existing utilities or site features
 - planting area boundary
 - right-of-way boundary
 - Planting Plan Profile - if vertical changes are included (e.g. berms, swales)

- Planting List with Planting Date Windows
 - Cost estimate for each planting area
 - Preliminary Specifications - including soil amendment details for each planting area, nursery stock requirements, planting methods, etc.
 - Note: irrigation design is not included in this contract but would be done by others in locations where it is feasible.
- b. Final Design Deliverables: ten (10) hard copies of one electronic copy of:
- Design plans suitable for bidding (24"x36") including a Cover Sheet, construction notes, layouts, profiles, details etc.
 - Final Design specifications suitable for bidding
 - Construction estimate for each individual planting site
 - Annual Maintenance Plan, for use by LFUCG staff, listing required maintenance activities by month, to include timing for plant replacements etc.

5. Bidding Phase

Tasks associated with this scope item shall include:

- a. Attend pre-bid meeting
- b. Assist with addenda as needed.

6. Construction Assistance Phase

Tasks associated with this scope item shall include:

- c. Attend pre-construction conference
- d. Provide on-site assistance and inspection during bed preparation, plant layout, and installation (assume 20 hours per zone)
- e. Attend final walk through inspection

**Request for Proposals
2017 Lexington Corridors Beautification Design Services**

Form of Proposal

1. General Requirements

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

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications in a proposal to include the information below in the following format:

Section	Proposal Contents
A	LETTER OF TRANSMITTAL
B	CONSULTANT PROFILE
C	PROJECT TEAM ORGANIZATIONAL CHART
D	PROJECT TEAM EXPERIENCE & RESUMES
E	SIMILAR PROJECT PORTFOLIO & REFERENCES
F	PROJECT ZONE SELECTION
G	PROJECT APPROACH
H	PROJECT TEAM METHODOLOGY
I	PROPOSED DEGREE OF LOCAL EMPLOYMENT
J	CONFLICT OF INTEREST STATEMENT
K	ADDITIONAL RELEVANT INFORMATION
L	FINANCIAL PROPOSAL (one for each project zone)

- A. The letter of transmittal shall be on the Primary Consultant's letterhead. An officer of the company who has authority to commit their firm to the proposed project (s) must sign the letter.
- B. The Consultant profile shall include the primary firm's name and address, year established, current number of employees and employee types, years of experience with similar projects, contact information, etc. Sub-consultant information, if any, shall also be provided.
- C. An organizational chart listed the proposed project team members (including sub consultants if applicable) specifically assigned to work on this project, and the roles they will perform (e.g. Project Manager), shall be provided. Include primary office location for each team member on the organization chart.
- D. Briefly describe the project team's experience related to the proposed type of work. Include resumes for the project team members. Include team members' educational background, related experience, experience in providing like services to governmental entities, and individual references for the projects cited. Describe how the team has worked together on similar projects in the past. Include References (names and contact information) for previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
- E. Provide a Portfolio and summary of firm's recent (5 year) experience in similar/representative projects including construction costs and references. Include pictures of completed projects with location cited.
- F. List the zones (A – D) for which your firm is submitting the proposal for. One, several, or all four can be listed. Briefly describe the reasons behind the firm's interest in each zone.
- G. Discuss the project team's approach to this specific project, including the benefits and challenges it may provide.
- H. Discuss the team's methodology for ensuring a timely and quality product. Describe where the work will be performed, and the team's demonstrated ability to perform the required services for this project. Describe ability to meet required deadlines including demonstrating the ability to integrate this project into the firm's present workload (provide current and projected staff workload data).
- I. Provide a percentage estimate on the amount of work that will be performed locally.
- J. Provide a Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
- K. Provide any additional relevant information the submitter would like to include not explicitly requested in this RFP.
- L. Provide a financial proposal for the design services as described in the Scope of Work, following the format shown below in Sections 3 and 4.

Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right

to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

3. Lump Sum Pricing

a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc., equipment, materials, profit), and all other costs used on the job.

b. FOR EACH AREA YOU ARE SUBMITTING THIS PROPOSAL FOR - Provide INDIVIDUAL Firm Lump Sum Cost for providing LFUCG with services as noted in the Scope of Work except Construction Assistance.

4. Unit Pricing

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

b. Soil Sampling Analyses: Provide a separate unit price for soil testing in the Financial Proposal in addition to those assumed in the lump sum proposal:

_____ \$/SAMPLE

c. Bidding and Construction Assistance: As all of the funding for installation of the design planting areas is yet to be determined, the level of work associated with this scope item is not yet known. Therefore, hourly rates shall be utilized for this item. Base contract shall assume 25 hours per planting area. Provide in the Financial Proposal a breakdown of personnel and hourly rate for that task and Unit Cost for each planting area for this scope item:

<u>Team Member</u>	<u>Hourly Rate</u>	<u># of Hours (total = 25)</u>
_____	_____ \$/HR	_____
_____	_____ \$/HR	_____

d. Provide in the Financial Proposal hourly rates for project team members in the event adjustments are necessary. LFUCG reserves the right to increase or decrease frequencies of

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

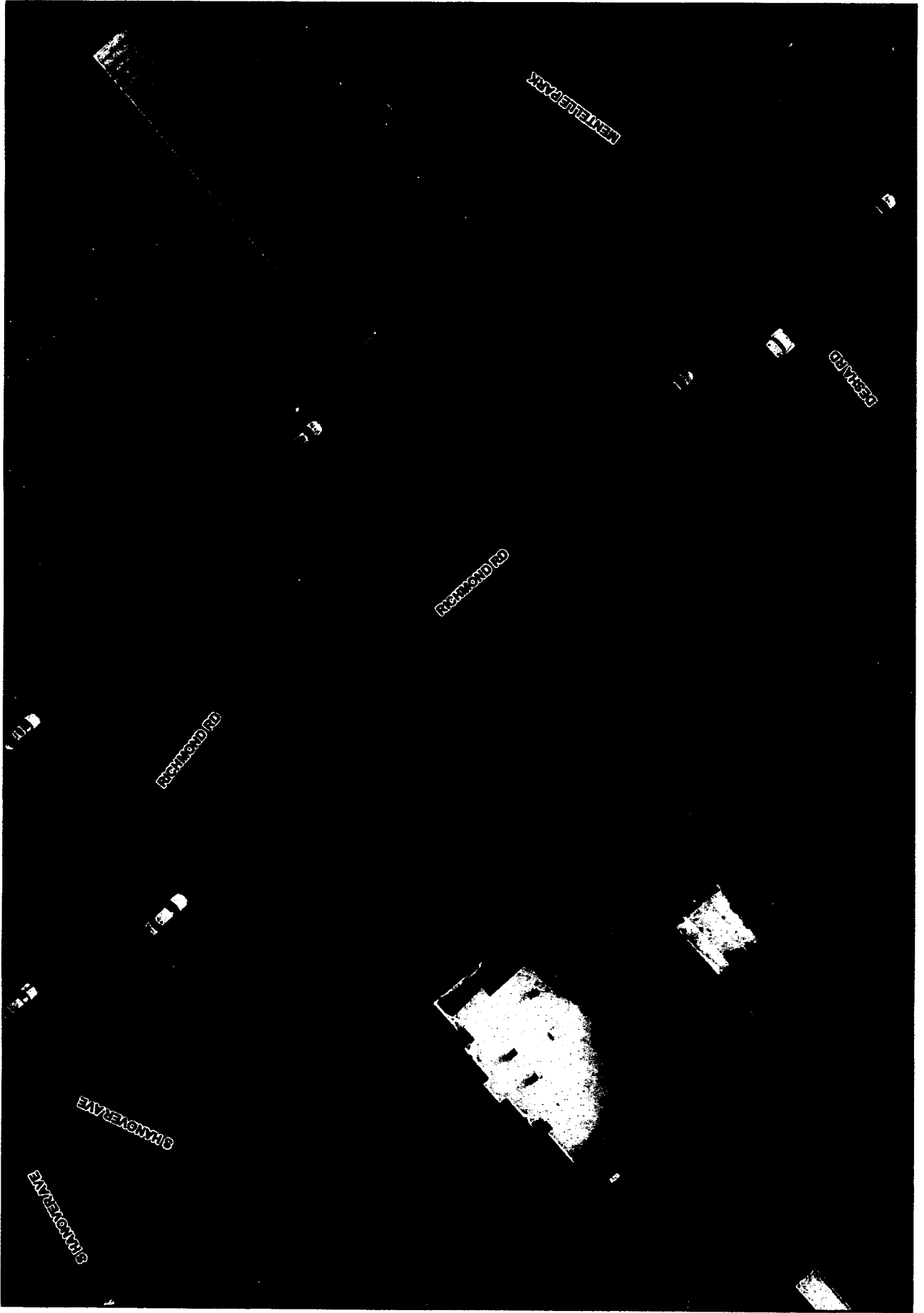
<u>Team Member</u>	<u>Title/Skill Level</u>	<u>Hourly Rate</u>
_____	_____	_____/HR
_____	_____	_____/HR
_____	_____	_____/HR
_____	_____	_____/HR

e. Extra Work: include \$3,500 as a lump sum addition for each zone to the Financial Proposal to account for potential scope addition.

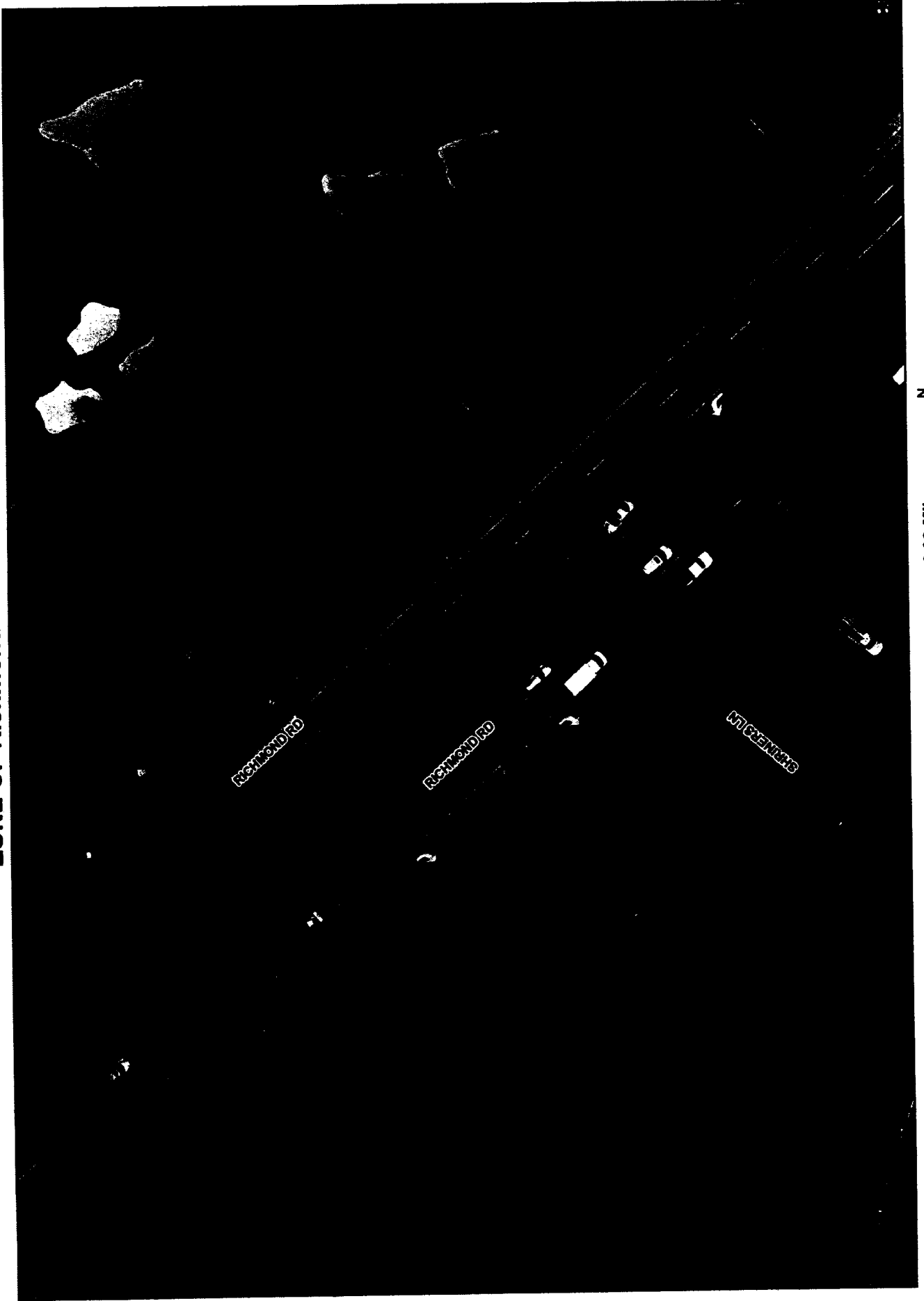
5. Selection Criteria

	Total Points
1. Specialized experience and technical competence of the staffing of the firm with the type of service required. (Sections B, C, D)	20
2. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. (Section E)	20
3. Familiarity with the details of the project. (Sections F, G)	20
4. Capacity of the staffing of the firm to perform the work, including any specialized services, within the time limitations. (Section H)	20
5. Degree of local employment to be provided by the person or firm. (Section I)	10
6. Estimated cost of services. (Section L)	10
Final Technical Score	100

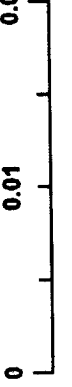
ZONE C: Richmond Road Medians



ZONE C: Richmond Road Medians



0.02 Miles



ZONE C: Richmond Road Medians



ZONE C: Richmond Road Medians



EXHIBIT B - CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2016

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

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

PRODUCER CorRisk Solutions 225 W. Washington St. Suite 1560 Chicago, IL 60606	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Karen Bronson</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 312-263-4218</td> <td>FAX (A/C, No, Ext):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: kbronson@corrisksolutions.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td style="width: 80%;">INSURER A: New Hampshire Insurance Company</td> <td style="width: 20%;">NAIC # 23841</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Karen Bronson		PHONE (A/C, No, Ext): 312-263-4218	FAX (A/C, No, Ext):	E-MAIL ADDRESS: kbronson@corrisksolutions.com		INSURER(S) AFFORDING COVERAGE		INSURER A: New Hampshire Insurance Company	NAIC # 23841	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED DesignWORKS 620 Euclid Avenue Lexington, KY 40502																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURANCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$			DOES NOT APPLY			EACH OCCURANCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991762-00	05/12/16	05/12/17	Per Occurrence: \$1,000,000 Annual Aggregate: \$2,000,000

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

LFUCG Corridors Beautification

CERTIFICATE HOLDER

CANCELLATION

Lexington Fayette Urban County Government 200 East Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>E. Allen</i></div>
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EXHIBIT C

CONSULTANT PROPOSAL RESPONSE TO RFP #36-2016

letter of Transmittal

Please find inclosed our response to:

RFP #36-2016
Request For Proposals
2017 Lexington Corridors Beautification Design Services

From:

DesignWORKS
Urban Design and Landscape Architecture

620 Euclid Avenue
Suite 207
Lexington, Kentucky 40502

General Requirements:

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.

The Consultant shall verify all mentioned requirments in these contract documents. The Consultant shall confirm in writing any descrepancies found within one week of being informed of sucessful proposal.

The underdesigned agrees that this proposal constitutes a firm offer to LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing times, or until a contract is fully executed by LFUCG and a third party, whichever occurs earlier.

The consultant shall include the Technical Information as required herein. (RFP #36-2016)

Submitted:

November 7, 2016

1 - Master Hardcopy RFP Response (Labelled "Master")
7 - Duplicate Copies
1 - CD - PDF Format

BY:
Mark C. Arnold, RLA



Date 11/07/2016

DesignWORKS
Urban Design and Landscape Architecture
620 Euclid Avenue
Suite 207
Lexington, Kentucky 40502

about DesignWORKS

Awards:

Mark has provided Landscape Architecture and Planning Leadership for 17 ASLA Design Award Winning Projects.

Publications:

Environmental Sculpture Project
Landscape Architecture Magazine
June 1988

Bluegrass Airport Mural Project
Landscape Architect and
Specifier News
February, 2006

Bluegrass Airport Mural
Landscape Architecture Magazine
April, 2006

Alumni Plaza University of Kentucky
Landscape Architecture and
Specifier News
October, 2014

Elizabethtown Sports Park
Landscape Architecture and
Specifier News
March, 2014

Services:

Campus Master Planning
Urban Design
Streetscape Planning
Parks and Recreation
Site Planning
Landscape Design
Sustainable Design

...the very best work involves telling a story. Our projects start with a narrative and a desire to share that story through the landscape...

Our Work:

Mark is a registered landscape architect with over thirty years of experience in Urban Design and Landscape Architecture. His background includes a Bachelor of Arts degree from the University of Kentucky in Studio Art and Art Education and a Bachelor of Sciences degree in Landscape Architecture from the University of Kentucky. He served as Adjunct Professor of Landscape Architecture at the University of Kentucky where he taught Sophomore and Junior level design studios for eight years.

His background in Art has always been a part of his practice. A creative and sculptural approach has been the signature aspect of his work. His projects have been recognized at the national level through ASLA Design Awards and National Publication. He has been responsible for nine Award Winning Projects, two of which have been published by Landscape Architecture Magazine, the premier international journal of Landscape Architecture.

Mark has provided long-range master planning, site planning, and detailed design services for a variety of national and international projects including: communities all over Kentucky, military bases across the nation, educational facilities, park and recreational facilities, cemeteries, golf courses, public and private housing developments, and roadway corridors throughout the region.

History:

After 10 years with **Omni Architects**, Mark established his practice in 1996. In 2006, the original firm changed names from **The Landplan Group** to **Element Design**. After providing consulting services for a project in Dalian, China, Mark was invited to work as Design Director for **HZS Shanghai**. This two year position involved monthly travel to China and Design Leadership for a 60 person Landscape Architecture and Planning firm working on large scale projects in Haerbin, Qingdao, Dalian, Sanya, Haikou, Zhengzhou, Nanjing, Tangshan, Tianjin, Chengdu and Beijing.

In 2015, Mark sold his partnership to his remaining partners at Element Design and established **DesignWORKS**. **DesignWORKS** is boutique firm committed to providing "hands on" design and planning service for a variety of clients both in Kentucky and China. Recently **DesignWORKS** teamed with **Mark Yanik, RLA** in order to provide a high level of design and management for larger projects throughout Kentucky and the region. We offer focus and emphasis on University and Corridor Landscape Design and Urban Planning with senior level leadership throughout the design and implementation phase. Mark and Mark have worked together on dozens of projects for the City of Lexington and other communities across the state and the nation. We believe our team is the best choice for the LFUCG Corridors Beautification Project.

Staff:

Mark C. Arnold, RLA - Principal Landscape Architect and Planner
Mark J. Yanik, RLA - Principal Landscape Architect
William Hodges, Graphics and CAD Design

about DesignWORKS

Provided below is a brief summary of Corridor Landscape and Corridor Master Planning projects we have been directly involved with.

PAST LFUCG Projects:

Versailles Road - Woodward Heights to Red Mile Road
 Bryan Station Road Landscape Enhancements
 Newtown Pike Landscape Enhancements
 Versailles Road Red Mile to Alexandria Landscape Enhancements
 Versailles Road Alexandria to New Circle Road (Intersection)
 Newtown Pike from New Circle Road to Main Street
 Old Richmond Road Corridor Preservation Plan
 Northside Neighborhood

Blue Grass Airport Mural - Versailles Road Corridor Landscape Enhancement
 Runway 927 Parkers Mill Road Corridor Enhancements
 Blue Grass Airport Man O War Boulevard Entrance
 Blue Grass Airport - Terminal Drive Landscape Enhancements

Current LFUCG Corridor Projects:

Welcome Sign Master Plan - Harrodsburg Road
 Welcome Sign Master Plan - Newtown Pike

Past University of Kentucky Corridor Projects:

Huguelet Drive Landscape Enhancements
 Avenue of Champions Wildcat Plaza

Current University of Kentucky Corridor Projects :

Limestone Street / Upper Street Conceptual Landscape Design
 Rose Street Pedestrian Mall Conceptual Design
 Washington Street Pedestrian Mall
 Woodland Glen / Hilltop Avenue Pedestrian Mall
 Pennsylvania Court / Greek Park Pedestrian Mall Conceptual Landscape Design

Other Corridor Landscape Projects:

Morehead KY Main Street
 London KY Main Street
 Somerset KY Main Street and Fountain Square
 Horse Cave KY Main Street
 Elizabethtown Main Street
 Greensburg KY Main Street

Current Main Street Master Planning Projects:

Main Street Morehead

International Projects:

Wenjiang Commercial Street, Chengdu China
 Haikou Hucui, Hainan China
 Zhengzhou Pedestrian Mall, China
 Temple Hill University, Dalian, China

our Consultants

Abbie Jones Consulting

We have teamed with Abbie Jones Consulting to provide any necessary site and utility surveying, utility coordination, and all necessary permitting and ROW issues. Abbie will provide accurate utility locations, ROW information and will further assist in the development of State and Federal Permit Applications.

About Her Firm:

Abbie Jones Consulting began in 2011 with a vision to provide Professional Land Surveying and Engineering focused on building sustainable communities for future generations. Founded as a woman-owned firm, they work on small and large projects, for individual homeowners as well as partner with other firms for large government contracts. They have a team of licensed engineers, surveyors, and multiple technicians who do the job right the first time.

Highlights:

AJC staff holds licensure/certifications in:

- Professional Engineer (PE): KY, GA, TN, NCEES Record
- Professional Land Surveyor (PLS): KY, GA, TN, NCEES Record
- Certified Floodplain Manager (CFM)
- Radiation Worker Level 2
- Kentucky Certified Professional in Erosion and Sediment Control for Roadway Inspection (KPESC-RI)
- Disadvantaged Business Enterprise (DBE): KYTC, LFUCG, TDOT,

- Topographic and Boundary Surveys
- Traffic Counts
- Municipal Plan Review, Permitting & Checklist Development
- Stormwater and Transportation
- Erosion Control
- Utility Coordination

Female/Woman-Owned Business Enterprise (FBE or WBE): Louisville, KY, Kentucky Finance Cabinet, USACE self certified WOSB, WOSB NWBOC in progress
 KYTC Prequalifications- Urban, Rural, Surveying, Traffic Counts, and Bicycle Planning

NOTE:

We are currently working with Abbie on the development of nearly 11M in campus landscape and corridor improvements for the University of Kentucky Main Campus. Abbie has provided all site topographic and utility surveys for the project. This project has been fast-tracked and design and construction documentation has been accomplished in 11 months. Abbie is the perfect team member for LFUCG on this project.



team Organization

Our Team

We have assembled an outstanding team for the project. **Mark C. Arnold, RLA** will serve as **Principal In Charge** for each project. This means that Mark will be involved from the very beginning to develop the contract and establish the timeline and deliverables, will coordinate and lead design meetings, will coordinate and lead the design team and will serve as the sole point of contact for the LFUCG. This process provides a "buck stops here" management system for all project areas and more importantly, all project coordination and development.

Mark will further provide **Overall Conceptual Design** for each of the projects. This will assure that design continuity, graphics, forms, materials and pattern languages will be consistent from project to project. This however, does not mean that each area and each corridor will be identical. We feel it is very important that each area be unique to the existing conditions, histories, and realities of the environment. Boulevards and Intersections have vastly different pedestrian and vehicular issues affecting landscaping and maintenance. Each area should take advantage and pay attention to existing conditions.

Mark Yanik, RLA will serve as **Project Manager** for all projects. Mark has a proven track record with LFUCG and offers an "attention to detail" and a strong sense of project ownership. Mark takes on each and every project as if it is the only project he is working on and always goes the extra mile to insure success. Mark and Mark have worked together on many successful projects and will work together to complete the Refined Design and the Construction Documents. Mark will handle project detailing and documentation for all project meetings, construction plans and schedules, planting details and landscape specifications and will provide follow - up and coordination during implementation.

DesignWORKS is truly a "Boutique Firm" - this means that we do not pursue ALL Projects. We take on work which we feel we are "right" for and projects where our experience, skills and leadership can best be showcased. We seek partners for each and every project which offer outstanding professional service in a variety of professional areas.

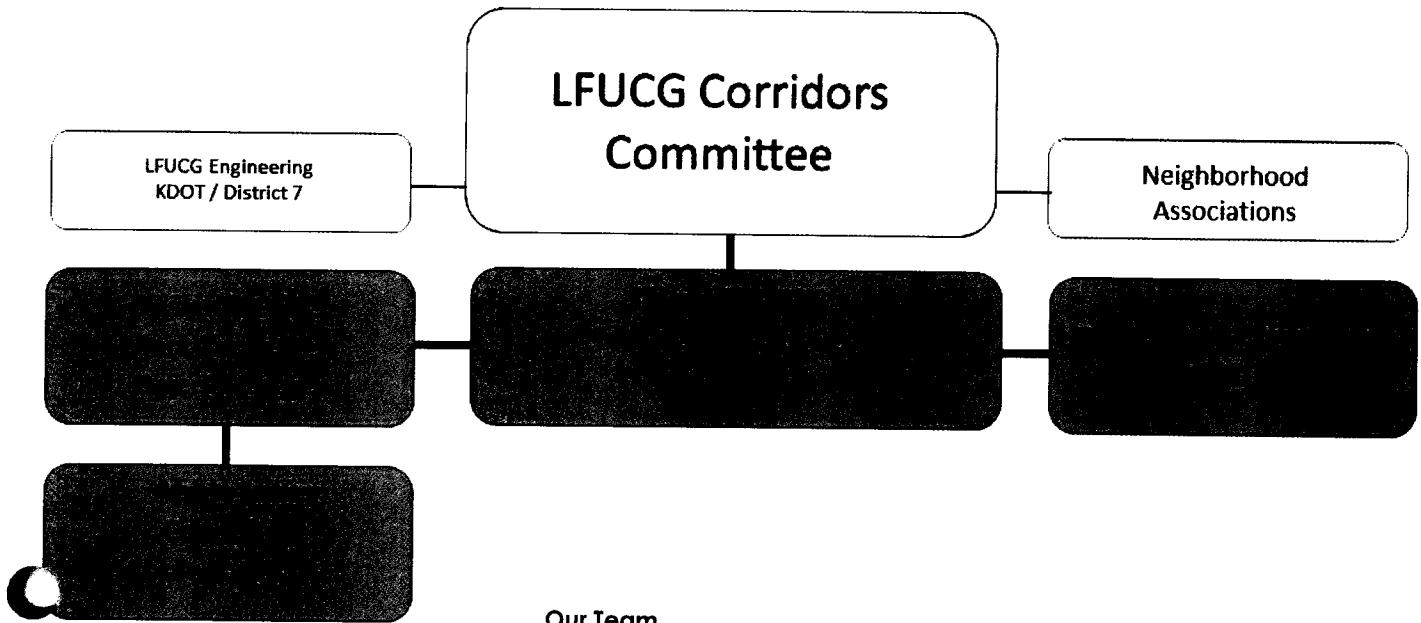
Abbie Jones Consulting will provide coordination with Kentucky Transportation Cabinet, District 7, USDOT, ROW Issues, Utility Locations and Coordination of Permits. Abbie Jones Consulting and DesignWORKS are currently working together at the University of Kentucky and have worked hand in hand to develop outstanding landscape enhancement projects.

Horticultural Consultant

One of the primary issues for every corridor project ever installed in any community involves the overall sustainability and long term maintenance of the designs which have been developed. We believe that the early involvement of a **Horticultural Consultant** will be a major key to the success of these projects. Selection and Implementation of proper plantings with guidance on soil types, mixtures and proper planting guidelines and specifications will be an essential part of the success of each project. We propose to include a Horticulture Consultant on our team to assist in the selection of plant material species and planting implementation practices.

we have recently been the lead design firm for a major revisualization for the University of Kentucky Campus. This project has involved design for 9 areas and over 11M in campus landscape improvements. This work has included Pedestrian and Vehicular Corridors with an eye on Design Consistency and Design Continuity throughout the campus.

organization Chart



Our Team

Mark C. Arnold, RLA will serve as **Principal In Charge** for each project. Mark brings 32 Years of experience in Award Winning Project Design and Leadership.

Mark Yanik, RLA will serve as **Project Manager**. Mark brings a 10 Year proven track record with LFUCG Corridors Committee and a commitment to the beautification of Lexington's Gateways and Corridors.

Abbie Jones will provide coordination with Kentucky Transportation Cabinet, District 7, USDOT, ROW Issues, Utility Locations and Coordination of Permits.

Horticultural Consultant will be a major key to the success of these projects. Selection and Implementation of proper plantings with guidance on soil types, mixtures and proper planting guidelines and specifications will be an essential part of the success of each project. We propose to include a Horticulture Consultant on our team to assist in the selection of plant material species and planting implementation practices.

team Experience

DesignWORKS

Urban Design and Landscape Architecture

Mark Arnold, RLA
Principal In Charge

Though DesignWORKS is a new name for LFUCG, we are not new to Lexington and to the LFUCG Corridors Committee. **Mark Arnold, RLA** has been working on Lexington's Corridor Projects for over 30 years and brings a vast degree of Project Experience and design sophistication to your project. In 1986 he began his professional career in Lexington as Director of Site Planning with Omni Architects. In 1996 he founded **The Landplan Group**, one of Lexington's original Full Service Landscape Architecture and Planning firms. The firm expanded over the years and was renamed in 2008 to **Element Design**. Mark's career has included projects throughout the United States and more recently throughout the Peoples Republic of China. In 2015 he sold his majority partnership in Element Design and moved into a new phase of his career. **DesignWORKS** is truly a **Boutique Landscape Architecture Firm**. We no longer pursue each and every project, but rather seek projects we believe will have a high quality of design and a high impact within our community. This is a vastly different approach to staffing up for workload. This means that our partners on this project will be working day to day on only **YOUR project**. This means that **Mark Arnold** and **Mark Yanik** will take on this new work as our primary project and will be completely dedicated on a day to day basis for the successful completion of the work.

Our related experience is vast. Over the past 20 years, Mark Arnold served as Project Design and Project Manager on multiple corridor initiatives for the City of Lexington. These include three unique sections of Versailles Road, Newtown Pike, Parkers Mill Road, Bryan Station Road, Woodward Heights at Maxwell Street, Versailles Road at Keeneland, The Blue Grass Airport Mural, Blue Grass Airport Entrance at Man O War Boulevard, Banner Design and Implementation for the World Equestrian Games and the Newtown Pike Boulevard Landscape and Banner Implementation.

In 2015, **DesignWORKS** was awarded what became an 11M Campus Landscape Enhancement Project for the **University of Kentucky**. This project involved the development Conceptual Design, Final Design and Construction Documentation of 9 campus corridors and pedestrian landscape areas. Three of which have been awarded for construction and two have been completed in 2016. This project involved a tremendous degree of coordination with a diverse group of stakeholders. These projects have included Corridor Design for the Limestone Street and Upper Street Pedestrian Crossing and Campus Gateway, Washington Street Corridor, the Rose Street Corridor between Columbia Avenue and Huguelet Drive, Woodland Glen, Fine Arts Center, Memorial Hall Gateway, Central Campus Walkways, Whitehall Classroom Building Plaza, and the Pennsylvania Court / Greek Park Corridor. As these projects continue to be implemented they will truly change the face of Campus.

It is important to note that each of the projects which have been awarded in 2016 have been within the budget and have been completed on schedule.

team Experience

DesignWORKS

Urban Design and Landscape Architecture

Mark Yanik, RLA
Project Manager

Mark Yanik, RLA brings a proven track record of success with LFUCG Corridor Projects. He is currently working with the Commission on the development of **Lexington Gateway Projects** for **Newtown Pike** and for **Harrodsburg Road**. Mark Yanik worked together with Mark Arnold for the Newtown Pike Gateway and Boulevard Landscaping completed for the World Equestrian Games and they worked together for the development of the Lexington Welcome Banners for the WEG. They also worked closely together for all projects for the Blue Grass Airport including the redesign for Terminal Drive and the Terminal Drop off. Mark has assisted DesignWORKS on each of the University of Kentucky Projects during 2016 and together they are completing a Rural Park and Farmer's Market project in Clinton Kentucky.

Abbie Jones Consulting

Civil Engineering / Surveying / Permitting

Abbie Jones, P.E.
Civil Engineer

DesignWORKS and **Abbie Jones Consulting** are currently working together on all projects at the University of Kentucky. We have worked with Abbie on many local projects as both Prime Firm and as a consultant to Abbie. We have a 10 year relationship with her firm and believe she is the best choice to assist in Survey Information, ROW Issues, Permitting and Storm Water considerations.

Horticultural Consultant

We also believe it is important to provide Horticultural expertise for the project. It is our intention to provide a Horticulturist on our team to provide input in Plant Material selection and implementation practices. If awarded this project we will hand select a local horticultural specialist who will become a part of our design team and who will assist us with:

- Soil Analysis and Assessment
- Plant Material Selection (Matching Species to Soil Types)
- Planting Installation Details
- Soil Amendment Procedures
- Plant Specifications



Resume

Mark C. Arnold, RLA

Mark is a registered landscape architect with over thirty years of experience in Urban Design and Landscape Architecture. His background in Fine Arts has always been a part of his practice. A creative and sculptural approach has been the signature aspect of his work. Mark's projects have been recognized at the national level through ASLA Design Awards and National Publication. He has been responsible for multiple Award Winning Projects, two of which have been published by Landscape Architecture Magazine.

Mark has provided long-range master planning, site planning, and detailed design services for a variety of state and national projects including: communities all over Kentucky, military bases across the nation, educational facilities, park and recreational facilities, cemeteries, golf courses, public and private housing developments, and roadway corridors throughout the United States and China.

Registration:

Landscape Architect - Kentucky
#423

Landscape Architect - West
Virginia # 376

Education:

University of Kentucky
Bachelor of Arts in Art Education

University of Kentucky
Bachelor of Science in
Landscape Architecture

Professional Experience:

DesignWorks

Principal Landscape Architect
2015

Element Design, PLLC
(formerly M2D Design Group)
Senior Partner / Principal
Landscape Architect
2007 -2015

The LandPlan Group
Principal Landscape Architect
1995-2007

Recent Project Experience:

Downtown Morehead Master Plan - Morehead, KY
Somerset Fountain Square - Somerset, KY
University of Kentucky Alumni Plaza - Lexington, KY
Morehead State University Master Plan - Morehead, KY
Freed Hardeman University Master Plan - Henderson, TN
Murray State University Master Plan - Murray, KY
Murray State University 15th Street Master Plan - Murray, KY
Blue Grass Airport - Mural And Landscape- Lexington, KY
Versailles Road Corridor - Lexington, KY
Newtown Pike Corridor - Lexington, KY
Elizabethtown Sports Park - Elizabethtown, KY
Isaac Murphy Memorial Art Garden - Legacy Trail Head- Lexington, KY
Hopkinsville 9th and Campbell Street Corridor - Hopkinsville, KY
Pulaski County Fountain Square Beautification - Somerset, KY
Elizabethtown Public Square Master Plan - Elizabethtown, KY
London Main Street - London, KY
Western Kentucky University Centennial Mall - Bowling Green, KY
Greensburg Town Square - Greensburg, KY
Somerset Main Street Master Plan - Somerset KY
The Citadel Campus Master Plan - Charleston, SC
Freed Hardeman University Master Plan - Henderson, TN

International Projects:

Chengdu Wenjiang Commercial Street, Chengdu, China
Haiko Hucai Yacht Harbor Hotel, Hainan Province, China
Zhengzhou #2 City, Zhengzhou, China
Dalian Institute of Technology, Dalian, China
Chengdu Guosetianxiang Residential Development, Chengdu, China
Haiko Villa Resort, Hainan Province, Haiko, China

" I am committed to a collaborative design process which emphasizes listening to the client, understanding the project holistically with the exploration of multiple ideas."



Resume

Mark Yanik, RLA



Professional Qualifications:

Landscape Architect # 797 KY

Education:

University of Kentucky
Bachelor of Sciences in Landscape
Architecture- 2003

Professional Experience:

Mark Yanik Landscape Architect
Lexington, Kentucky

Element Design
Lexington, Kentucky

The Landplan Group
Lexington, Kentucky

Allen Kracower and Associates
Chicago, Illinois

Professional Experience & Background:

Mark began his career working for the office of Allen Kracower and Associates in Chicago, Illinois. While in Chicago, Mark worked on a wide range of Urban Projects including Residential Roof Top Gardens, Planned Unit Developments, and Retail Streetscape projects along Michigan Ave. He also assisted expert planners and lawyers on court cases involving "matters of taking" and the Illinois Department of Transportation.

Mr. Yanik served as Project Manager on several Main Street & Corridor Renovations, Park Master Planning, and Urban Design Projects while working with Mark Arnold at his former firm. Mark has now joined forces with Mr. Arnold at his new firm **DesignWORKS** and continues to serve as Project Manager on Downtown Urban Design, Park and Main Street Master Planning projects throughout Kentucky.

Some of his recent project experience includes.

Recent Project Experience:

Hunter Presbyterian Church: Community and Rain Gardens

The Keeneland Association: 2012 - 2015 Campus wide Landscape Master Plan & Tree Watering Schedule

Southern Heights Neighborhood: Sustainable Urban Forest Initiative

The North Side Neighborhood Association: Founders' Park Master Plan

Robinson Farm - Master Plan

Augustus Hill Farm - Horse Stables Site Master Plan

LFUCG - Welcome to Lexington Sign Project

LFUCG - Versailles Road Corridor Enhancement Project

Newtown Pike Corridor Enhancement

LFUCG - Loch Lohman Storm Water Site Restoration Project

University of Kentucky: Huguelet Drive Realignment Project - Streetscape Design & Implementation

London Kentucky: Historic Downtown Main Street Renovation

Bluegrass Airport: Terminal Drop Off Renovation Project

Westside Park -Charleston Urban Renewal Authority (West Virginia)

- West Side Park Master Plan

Lexington Fraternal Order of Firefighters - Firefighters Memorial

LOCAL/STATE CAPABILITIES STATEMENT



KEY INFORMATION:

Years in Business: 5
Number of Staff: 8
Licensed Engineers: 2
Licensed Surveyors: 3
Licensed Certified Floodplain Managers: 1

Prequalified:

Land Surveying
Traffic Counts
Urban Roadway Design
Rural Roadway Design
Bike Ped Design
Administrative
CADD Technician

Certifications/Licenses:

KY, TN, GA, WV
Economically Disadvantaged
Woman Owned Small Business (EDWOSB)
Woman Owned (NWBOC)
KYTC & TDOT Disadvantaged Business (DBE)
Hazwoper 40 & Rad Worker Trained

Other Offices:

Virtual/Remote locations

CONTACT:

Abbie Jones, PE, PLS
President
1022 Fontaine Rd
Lexington, KY 40502
859.559.3443
abbie@abbie-jones.com
www.abbie-jones.com

Abbie Jones Consulting specializes in land surveying, traffic counts, and civil engineering. Ms. Abbie Jones, PE, PLS, started the firm from scratch in 2011.

AJC provides mapping, boundary, topographic, aerial control, airfield, subsurface utility engineering (SUE), geodetic control, inspections, asbuilts, ALTA/ACSM, and construction staking land survey services. Our engineering services include site design, transportation engineering, sanitary & storm system design, and permitting. Our CAD technicians are skilled in in both AutoCAD and Microstation.

Statewide On-Demand Contracts

KYTC Surveying (2)
KYTC Traffic Forecasting (2)
KYTC Traffic Planning (1)
KYTC Aviation (1)

LFUCG On-Demand Contracts

DWQ Storm/Sanitary Improvements (3)
Engineering/Transportation (2)

City Hall Parking Lot, Georgetown, KY
FEMA Nicholasville, Lexington, KY
Alumni Dr Phase 1 and 2, Lexington, KY
UKY Master Plan, Lexington, KY
N. Germantown @ Rockcreek, Cordova, TN
Gainsway Bike Trail, Lexington, KY
Mt. Tabor Road, Lexington, KY
Gainsway Trail, Lexington, KY
School Sidewalks, Booneville, KY
Bureau of Prisons, Letcher Co, KY
City Limits, Ferguson, KY*

Equipment:

Leica TS02 Total Station, Trimble R-8-2 GPS
Video, Tube, & Other Counting Devices
GMC Envoy

*former employer

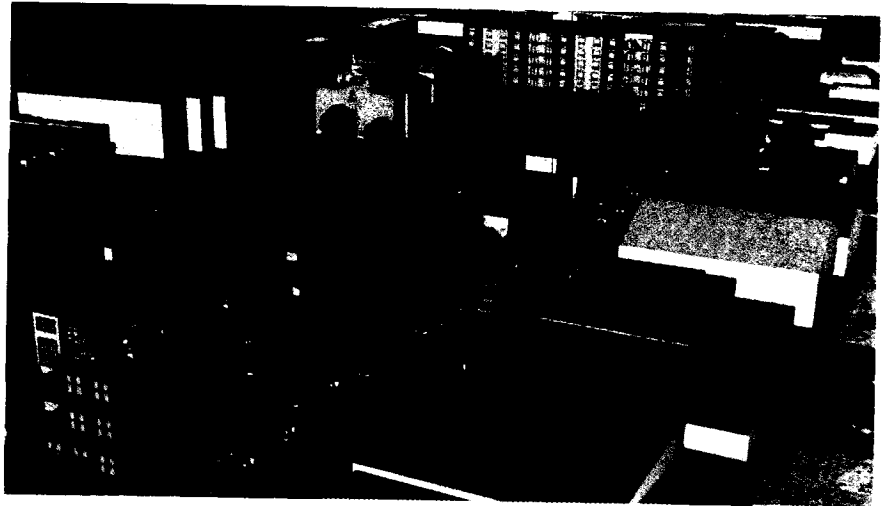


Vision Morehead
Morehead, Kentucky

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Dynamic pedestrian spaces integrate established businesses and infill opportunities along Main Street...



...infill development, outdoor spaces and a revised Main Street provides and vibrant pedestrian experience for Morehead...

Client:

City of Morehead, Kentucky

Scope:

Conceptual Design / Downtown
Visioning Charette

Completion:

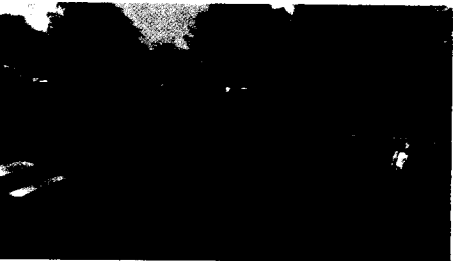
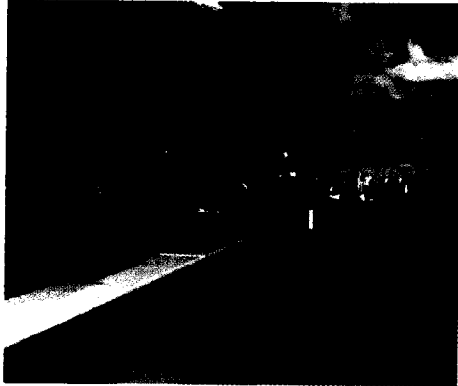
2016

Project Description:

Vision Morehead began as a community wide effort to rethink Main Street in the vibrant community of Morehead, Kentucky. The effort included development studies for infill Mixed Use Projects within existing vacant lots, which included infill parks and gathering areas and included redesign for Main Street parking, sidewalks and landscaping. The study included hosting of Town Meetings and Design Charettes and included the development of an Online Survey and Community Input Facebook Page which solicited a wide variety of public input.

University of Kentucky • Limestone Street Gateway Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

DesignWORKS served as Design Consultant to Bell Engineering for a 4.5M Campus Infrastructure and Improvements Project at the University of Kentucky Main Campus. Our work included development of the Conceptual and Schematic Design and Project Visualization for 9 distinct areas throughout the University Campus. We led an interactive Design Review Process which included numerous workshops with Campus Design Staff and University Administration. All projects were approved for construction and are currently being phased across the Main Campus.

The Limestone Street Gateway replaces the narrow but active walkway leading from Main Campus to the Taylor Education Building and improves the Pedestrian Crossings at Limestone and Upper Street. The project includes narrowing of Limestone Street and capturing additional pedestrian space and widening the existing stairs to create a safer crossing and gathering area for pedestrians. Once completed the project will include infrastructure new pedestrian pavements, seating areas, lighting, landscaping, and signage. This project is scheduled to be phased as funding allows.

Client:
University of Kentucky

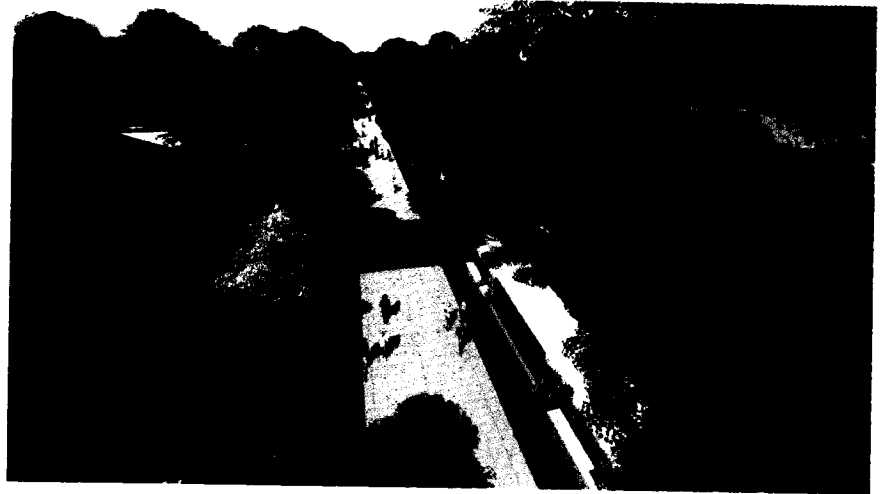
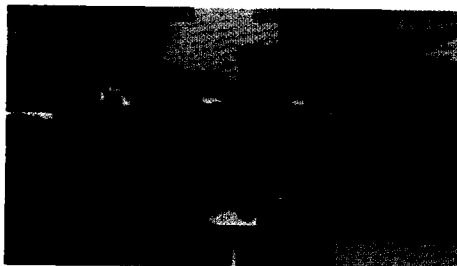
Project Scope:
1.5M
Development of Conceptual
Design
Project Visualization
Landscape Architecture

Completion: 2016



University of Kentucky • Rose Street Corridor Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

DesignWORKS served as Design Consultant to Bell Engineering for a 11M Campus Infrastructure and Improvements Project at the University of Kentucky Main Campus. Our work included development of the Conceptual and Schematic Design and Project Visualization for 9 distinct areas throughout the University Campus. We led an interactive Design Review Process which included numerous workshops with Campus Design Staff and University Administration. All projects were approved for construction and are currently being phased across the Main Campus.

As a part of the campus improvements project, DesignWORKS was asked to develop conceptual designs for the renovation and redevelopment of the Rose Street Corridor between Columbia Avenue and Huguelet Drive. This work included incorporation of new pedestrian walkways, wayfinding, public art display areas, seating areas, rain gardens and biofiltration areas, lighting, and the overall development of the corridor maintaining existing campus landscaping where appropriate and existing shade and flowering trees. The project is currently in the schematic design phase.

Client:
University of Kentucky

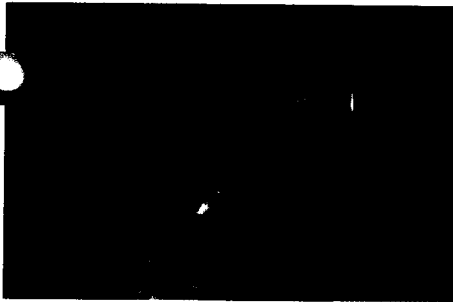
Project Scope:
3M
Development of Conceptual
Design
Project Visualization
Landscape Architecture

Completion: 2016



University of Kentucky • Greek Park
Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

DesignWORKS served as Design Consultant to Bell Engineering for a 4.5M Campus Infrastructure and Improvements Project at the University of Kentucky Main Campus. Our work included development of the Conceptual and Schematic Design and Project Visualization for 9 distinct areas throughout the University Campus. We led an interactive Design Review Process which included numerous workshops with Campus Design Staff and University Administration. All projects were approved for construction and are currently being phased across the Main Campus.

The Greek Park Pedestrian Walkway calls for the conversion of Pennsylvania Court into a Main Street Pedestrian Corridor and the development of 6 new Greek Houses flanking the new pedestrian space. Once completed the project will include infrastructure new pedestrian pavements, seating areas, lighting, landscaping, and signage. This project is scheduled to be phased as funding allows.

Client:
University of Kentucky

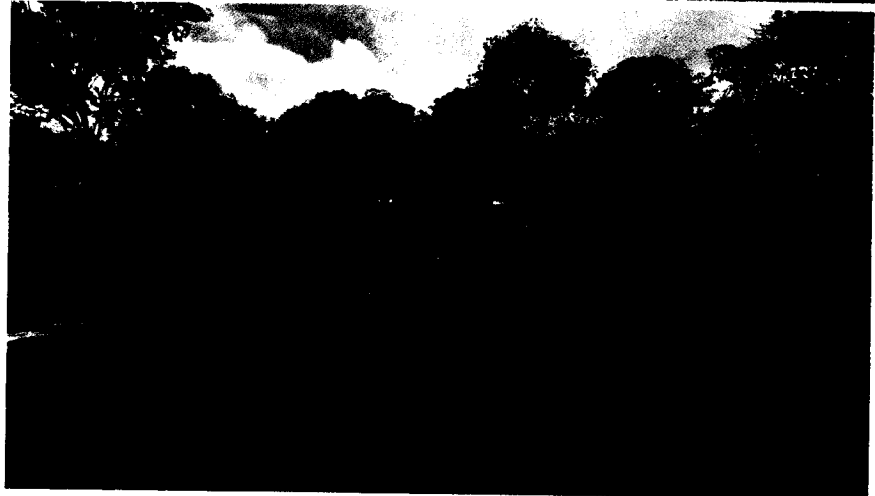
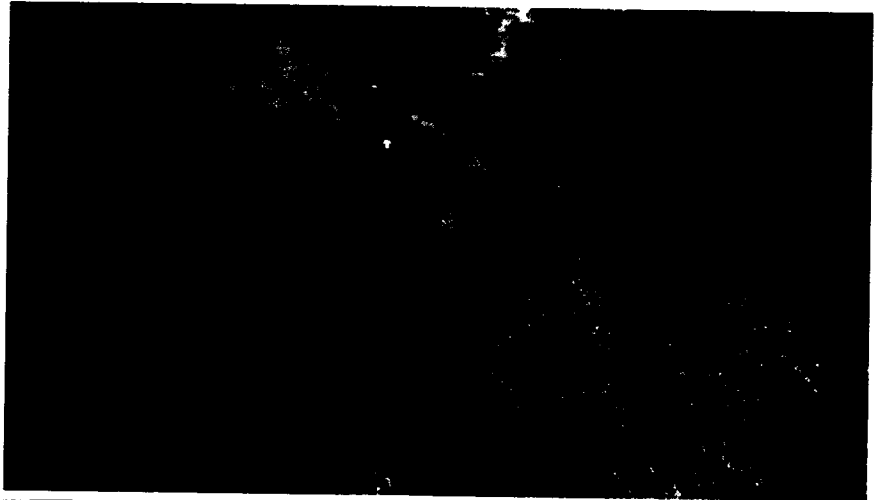
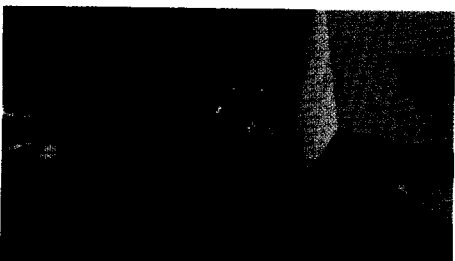
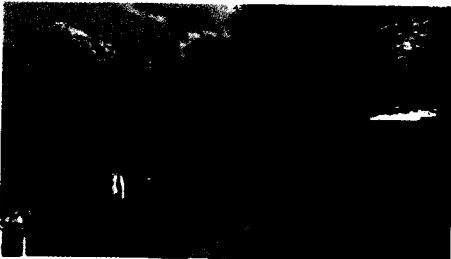
Project Scope:
Development of Conceptual
Design
Project Visualization
Landscape Architecture

Completion: 2016



University of Kentucky • Fine Arts Garden Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

DesignWORKS served as Design Consultant to Bell Engineering for a 4.5M Campus Infrastructure and Improvements Project at the University of Kentucky Main Campus. Our work included development of the Conceptual and Schematic Design and Project Visualization for 9 distinct areas throughout the University Campus. We led an interactive Design Review Process which included numerous workshops with Campus Design Staff and University Administration. All projects were approved for construction and are currently being phased across the Main Campus.

The Fine Arts Garden Walkway replaces the narrow but active walkway leading to Rose Street beyond the MI King Library. The meandering path allows for seating nodes and large stands of existing trees provide for understory plantings and ample shade for pedestrians. Once completed the project will include infrastructure new pedestrian pavements, seating areas, lighting, landscaping, and signage. This project is scheduled to be phased as funding allows.

Client:
University of Kentucky

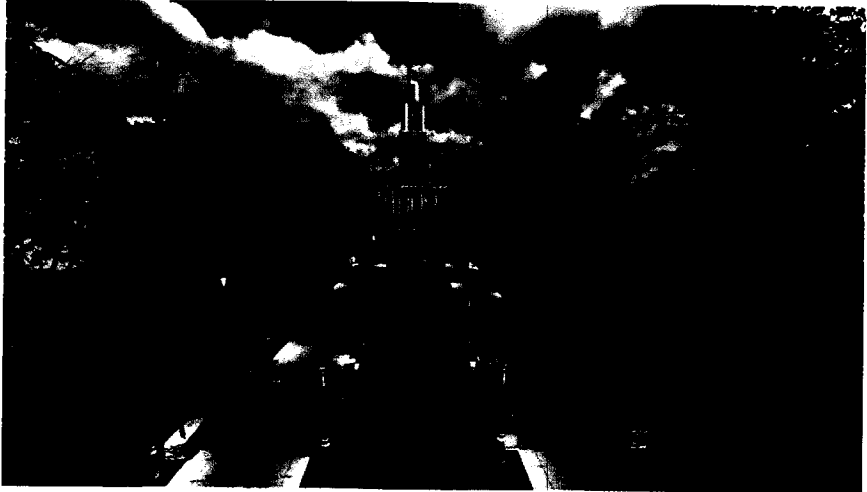
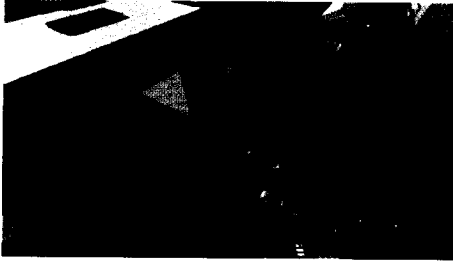
Project Scope:
.5M
Development of Conceptual
Design
Project Visualization
Landscape Architecture

Completion: 2016



University of Kentucky • Memorial Hall
Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

DesignWORKS served as Design Consultant to Bell Engineering for a 4.5M Campus Infrastructure and Improvements Project at the University of Kentucky Main Campus. Our work included development of the Conceptual and Schematic Design and Project Visualization for 9 distinct areas throughout the University Campus. We led an interactive Design Review Process which included numerous workshops with Campus Design Staff and University Administration. All projects were approved for construction and are currently being phased across the Main Campus.

The Memorial Hall Project included the development of a new pedestrian entrance from Limestone Street to Memorial Hall. The new walkways and seating areas replace the narrow single walk and the project developed a more ample student gathering area at Limestone Street.

The project included .75M of infrastructure improvements including new pedestrian pavements, seating areas, lighting, landscaping, and signage. This project will be phased as funding allows.

Client:
University of Kentucky

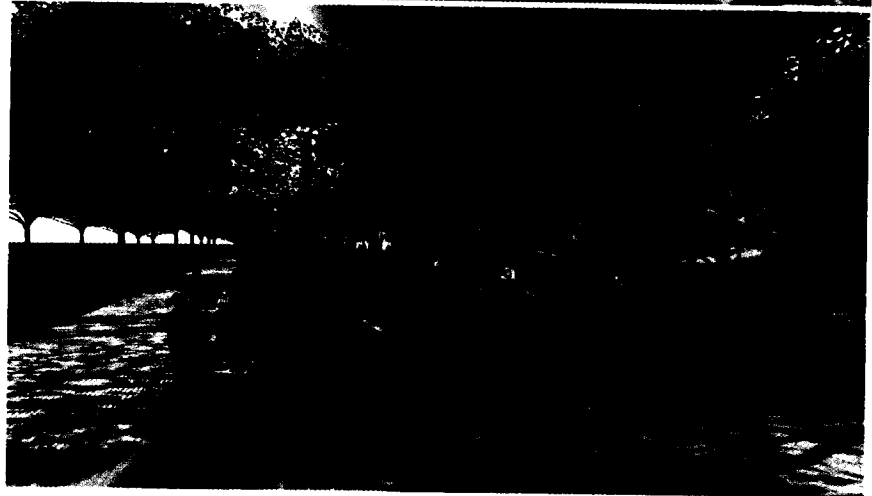
Project Scope:
.75M
Development of Conceptual
Design
Project Visualization
Landscape Architecture

Completion: 2016



University of Kentucky • Washington Street Greenway Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

DesignWORKS served as Design Consultant to Bell Engineering for a 4.5M Campus Infrastructure and Improvements Project at the University of Kentucky Main Campus. Our work included development of the Conceptual and Schematic Design and Project Visualization for 9 distinct areas throughout the University Campus. We led an interactive Design Review Process which included numerous workshops with Campus Design Staff and University Administration. All projects were approved for construction and are currently being phased across the Main Campus.

The Washington Street Greenway Project included the conversion of an existing campus roadway which extended from Rose Street through campus to Limestone Street. This portion of the roadway becomes a pedestrian greenway and serves as a gateway approach to the new Academic Science Building. The project included 1.5M of infrastructure improvements including new pedestrian pavements, seating areas, lighting, landscaping, signage and service and emergency vehicle traffic control. This project is scheduled to be phased as funding allows.

Client:
University of Kentucky

Project Scope:
1.5M
Development of Conceptual Design
Project Visualization
Landscape Architecture

Completion: 2016





University of Kentucky • Woodland Glen Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

DesignWORKS served as Design Consultant to Bell Engineering for a 4.5M Campus Infrastructure and Improvements Project at the University of Kentucky Main Campus. Our work included development of the Conceptual and Schematic Design and Project Visualization for 9 distinct areas throughout the University Campus. We led an interactive Design Review Process which included numerous workshops with Campus Design Staff and University Administration.

All projects were approved for construction and are currently being phased across the Main Campus.

The Woodland Glen Project included the conversion of an asphalt service drive which extended through the Residential Campus into a vibrant Pedestrian Main Street which will ultimately link Residential Neighborhoods to bilateral pedestrian corridors on Main Campus. The project included 1.4M of infrastructure improvements including new pedestrian pavements, bike parking stations, seating areas, lighting, landscaping, signage and service and emergency vehicle traffic control.

Client:

University of Kentucky

Project Scope:

1.4M
Development of Conceptual
Design
Project Visualization
Landscape Architecture

Completion: 2016



Western Kentucky University Centennial Mall Bowling Green, Kentucky

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



*...creating a new "heart"
to a beautiful campus...*

Client:

Western Kentucky University

Client Contact:

Planning, Design & Construction

ASLA Kentucky Chapter Merit
Award for Design

Project Description:

Mark Arnold, RLA, served as Creative Director with his former firm, during the design and implementation of the new pedestrian mall at Western Kentucky University. The project called for the removal of over 300 surface parking spaces, and cross streets from the center of the campus. These areas were converted into a pedestrian greenway. The new greenway linked nearly a mile of continuous pedestrian walkway through the heart of Western's campus and connects the South Lawn to the College Heights District. The project included the development of a Central Plaza, connecting pedestrian walks and landscaping.

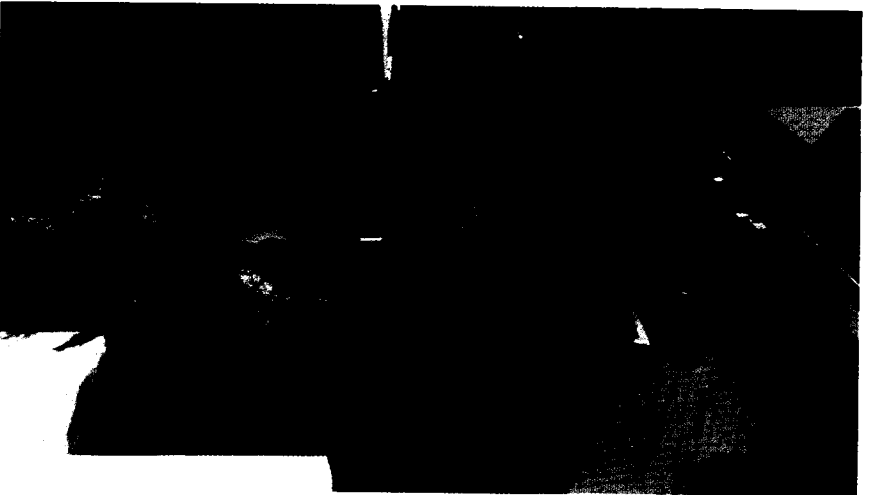
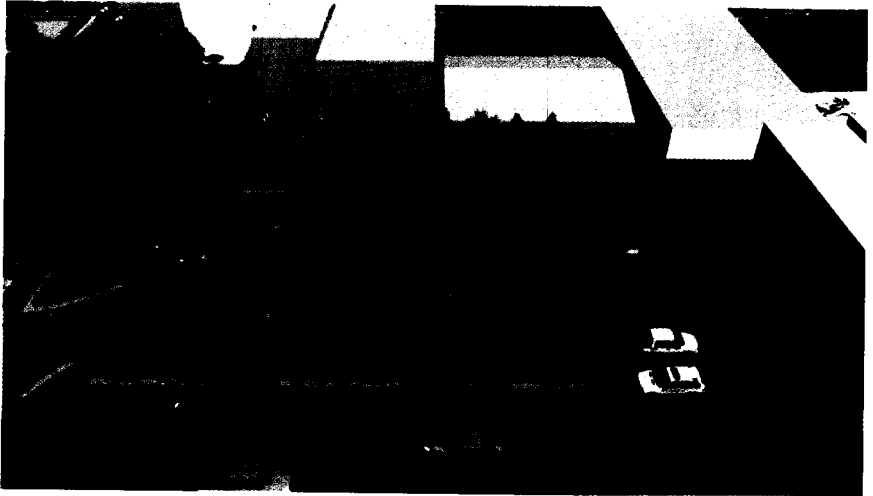


Vision Morehead - Allie Young Park Charette Morehead, Kentucky

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



A gathering space for students, residents and visitors for outdoor markets and performances...



... Allie Young Park is an infill urban park and performance space which supports ongoing events and ..

Client:

City of Morehead, Kentucky

Scope:

Conceptual Design / Downtown
Visioning Charette
Allie Young Park

Completion:

2016

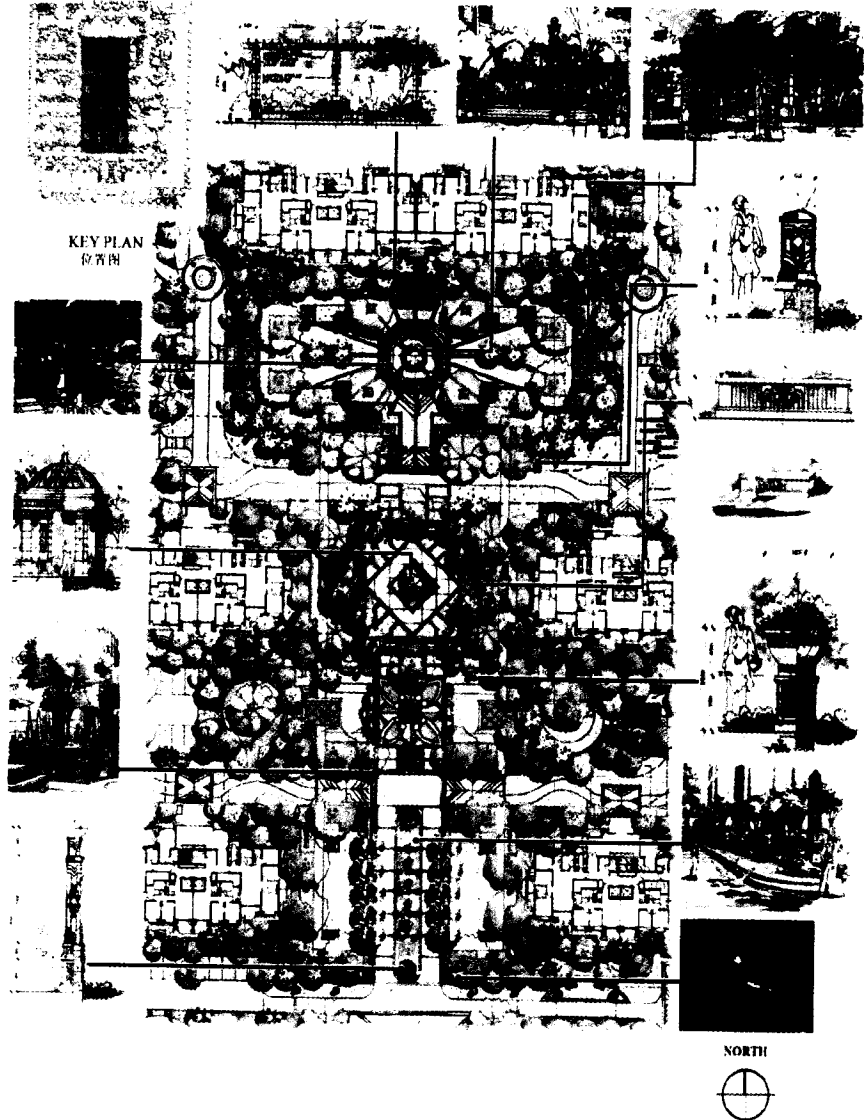
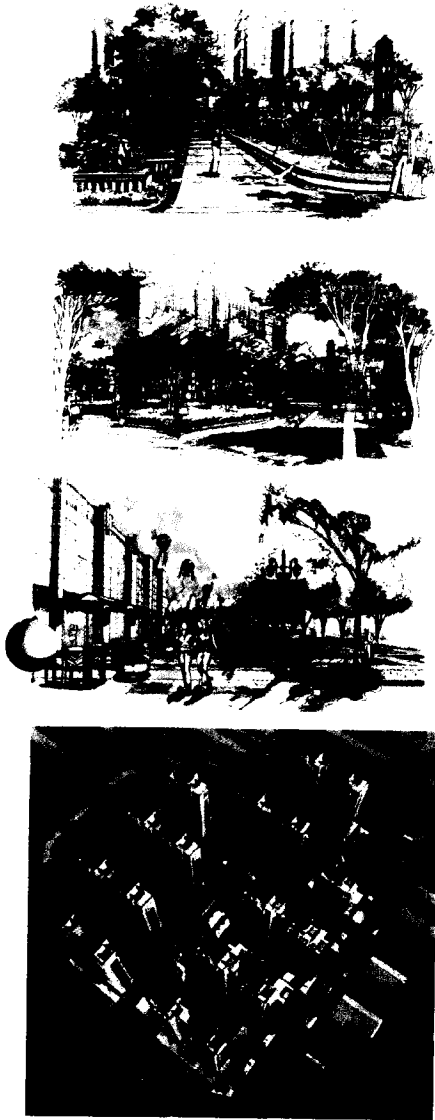
Project Description:

The concept for Allie Young Park in downtown Morehead came as an outgrowth of the Vision Morehead Master Planning effort. This project was developed as a part of a Design Charette which focused on outdoor gathering spaces through recapturing of unutilized downtown open spaces. The combined City of Morehead, Morehead State University project will link the new Student Center Development on campus and will give a permanent home to the "Moon Lite" Stage which has been an ongoing downtown Performance Venue.



Zhengzhou Residential Development
Zhengzhou, China

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

Mark provided the Concept Narrative and Preliminary Design for the Zhengzhou Residential Development in Zhengzhou, China. The concept features outdoor spaces and sculpture inspired by early 20th Century Art Deco Architecture. The plan features a Main Plaza and Arcade with cascading water elements flanked by special pocket gardens inspired by famous Art Deco Buildings. The Empire State Building, The Chrysler Building, The Paris Metro, The Peace Hotel and the Park Hotel in Shanghai were used as inspiration for each of the surrounding gardens. Detailed elements were abstracted from these buildings and incorporated into garden features. Landscape arrangements also utilized the forms and shapes of the Art Deco Style. The gardens tell the story of the famous Art Deco Buildings from which they derive their inspiration.

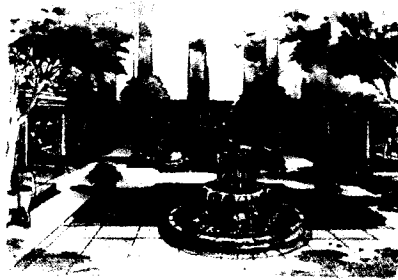
Client:
HZS Shanghai

Project Completion: 2012

Project Manager:
Mark Arnold, RLA, ASLA

Chengdu Floraland Area Five Development
Chengdu, China

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

We developed the concept narrative and initial schematic design for the Floraland Area Five Development in Chengdu, China. The outdoor gardens and spaces were inspired by classic Renaissance Gardens of the Loire Valley in France. Specific areas within the development are focused on musical themes with gardens and fountains based on Baroque Water Music. We called the garden "The Lake Song." Gateways and entrances evoke Classic and Renaissance details. The central greenspaces are arranged around a large reflective water feature which becomes the central focus of the garden. "The Lake Song" is ever present throughout the experience as fountains and wind chimes bring music to the outdoors and there are numerous opportunities to create music with active and kinetic sculpture. The urban edge becomes a dynamic and inviting "Streetscape" with opportunities for gathering in outdoor cafe's as well as strolling along landscaped borders.

Client:

Zhixin Development
Chengdu, Sichuan Province, China

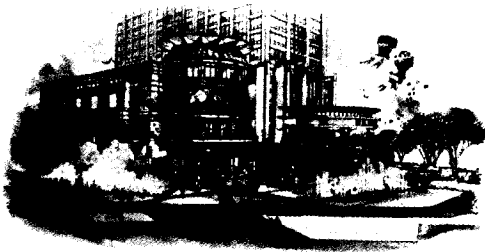
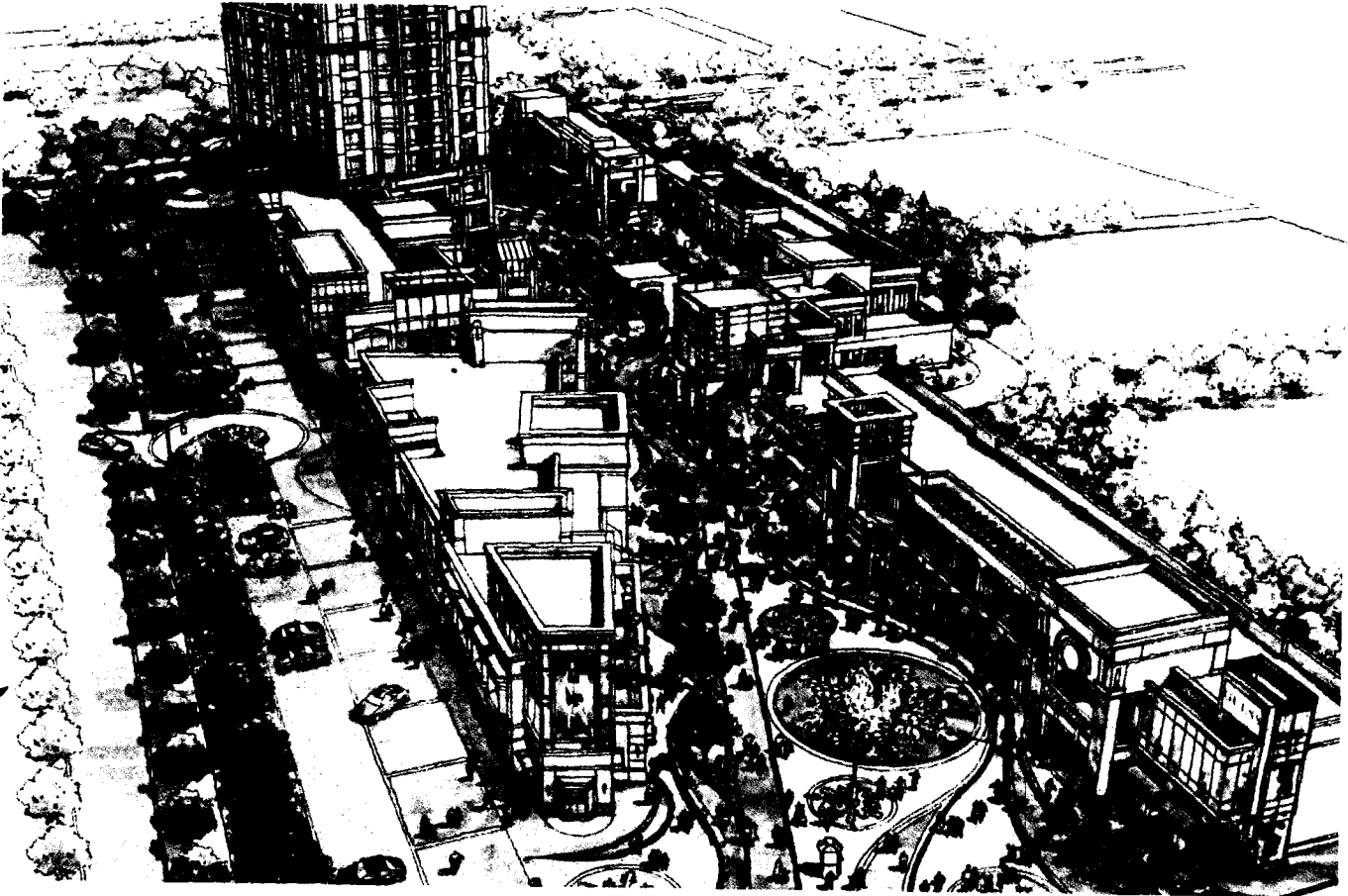
Scope: Project Narrative
Landscape and Open Space Design
Streetscape

Project Completion: 2014

Chengdu Zhixin Snow Palace

Chengdu Sichuan Province , China

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

We developed initial concepts for a new Mixed Use Commercial Development which would anchor the heart of a new residential community. Our concept included inspiration from International Snow Festivals and Winter Carnivals, with details derived from Alpine Resorts and Ski Villages from around the world. We explored the myths and stories from Chinese, Russian, European and American Folklore and integrated a series of special gardens and outdoor spaces which used these stories for inspiration. Unique areas included a Jack Frost Plaza and a Snowflake Theme Fountain, a Performance Area inspired by Gift Boxes and Wrapping Paper, A Polar Bear Sculpture Garden and Christmas Plaza. The Pedestrian Street included outdoor dining areas, performance spaces and a cafe and tea garden. The perimeter pedestrian spaces can be utilized for outdoor sidewalk sales and casual dining.

Client:

Zhixin Development
Chengdu, Sichuan Province, China

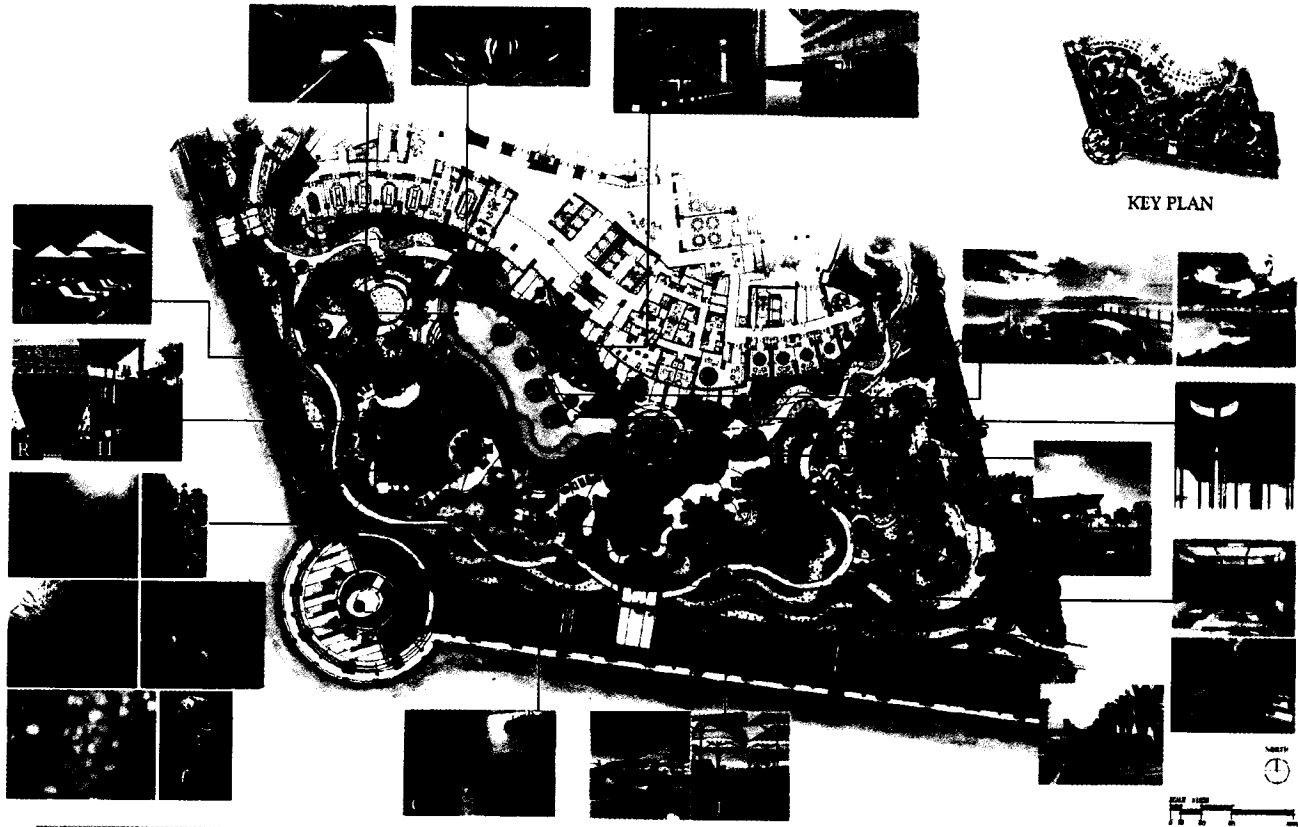
Project Completion: 2014

Project Manager:

Mark C. Arnold, RLA

Haiko Hucai Yacht Hotel
Hainan Province, China

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



项目中文名 **Haiko Hucai Yacht Hotel**

LOCATION, DATE 2007, CLIENT NAME

C06 图纸目录
Conceptual Landscape
Ground Floor Plan (Part 02)
With Images



Client:
H2S Shanghai

Project Completion: 2012

Project Manager:
Mark Arnold, RLA, ASLA



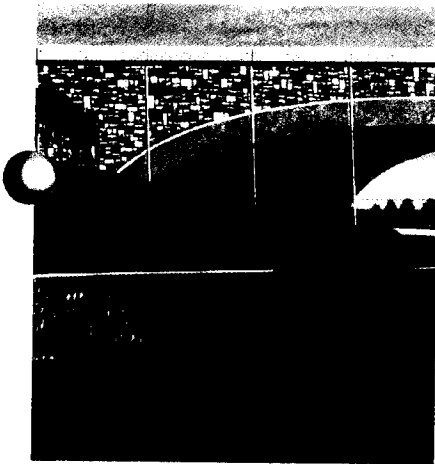
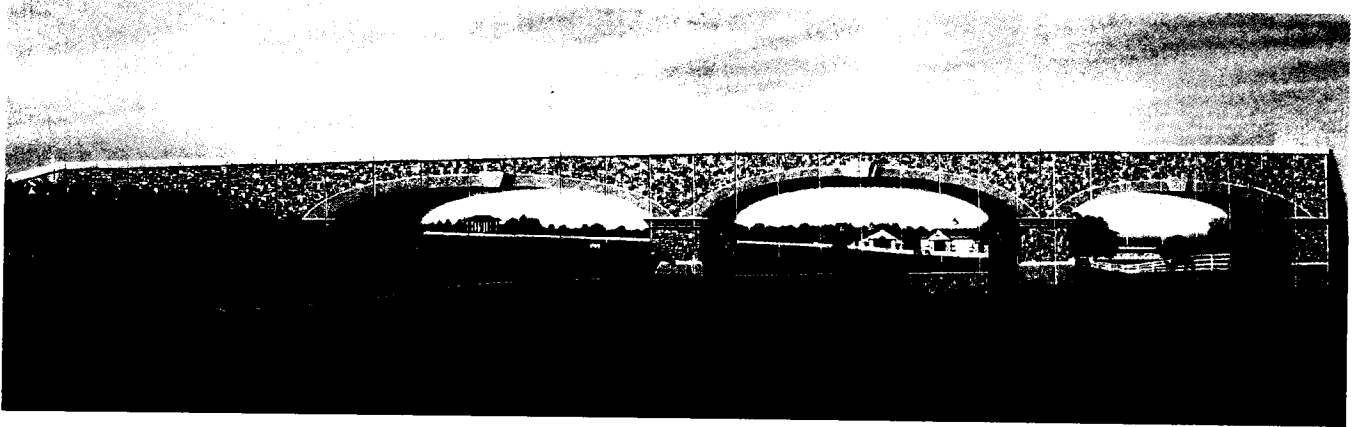
Project Description:

Working as a Design Consultant for H2S in Shanghai, Mark Arnold developed the Design Narrative and Preliminary Concepts for a new Resort Hotel and Marina on Hainan Island, Hainan Province, China. This project involved design for extensive outdoor garden and recreation areas which were based on nautical themes and Chinese Maritime history. The Five Star resort is located in the City of Haikou along the South China Sea. The project included development of extensive outdoor recreational areas, gardens, outdoor spa, dining areas, cafe and a pedestrian boardwalk.



Blue Grass Airport Mural Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



...sculpture accented the mural and landscape and created a three dimensional theatrical set...

Client:

Blue Grass Airport
Lexington, Kentucky

Project Scope:

Mural Design / Site and Landscape
Development

Completion: 2005

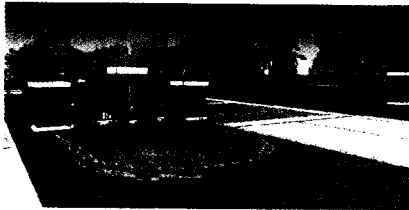
Project Description:

A 300' long by 30' tall retaining wall for the Blue Grass Airport was constructed as a part of a Runway Safety Zone Expansion located along historic Versailles Road in Lexington in close proximity to Historic Keeneland Race Course and Nationally Significant Thoroughbred Horse Farms. We developed an unconventional landscape plan to preserve the viewshed of the historic corridor while also meeting the strict requirements for landscape development around airports. The landscape was inspired by the theatrical tradition of Trompe l'oeil and created a three dimensional illusion. This project was the recipient of the SPEES International Airport Award and an American Society of Landscape Architects (ASLA) Design Honor Award.

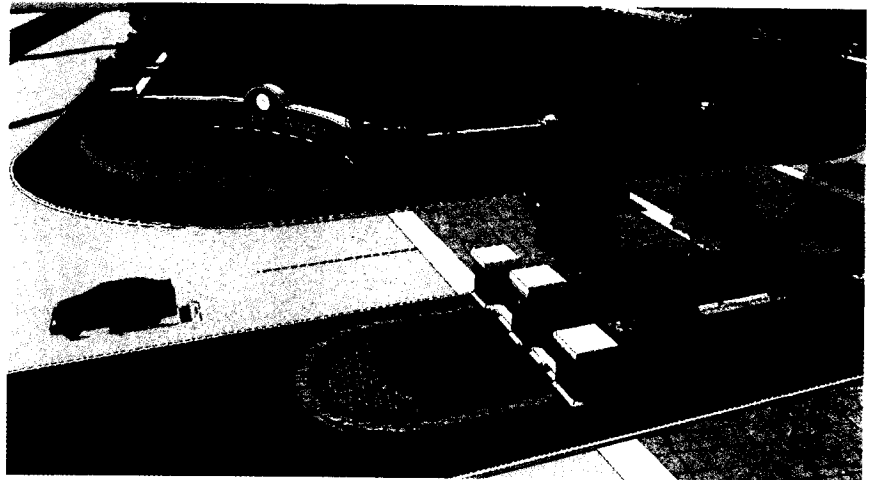
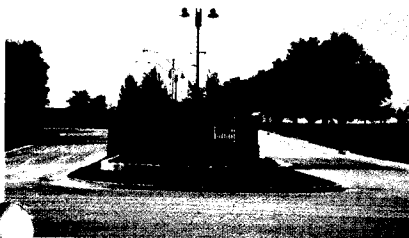


Blue Grass Airport
Lexington, Kentucky

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



...early models allowed the BGA to see and "drive through" the finished product...



Client:
Blue Grass Airport

Project Scope:
New Entrance Construction / Light-
ing / Irrigation and Landscape

Project Fee:
\$78,500.00

Project Description:

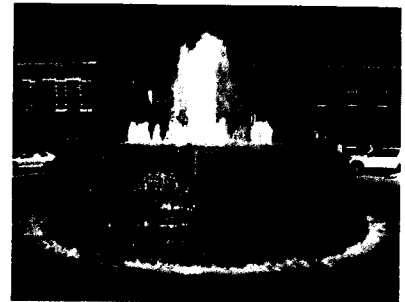
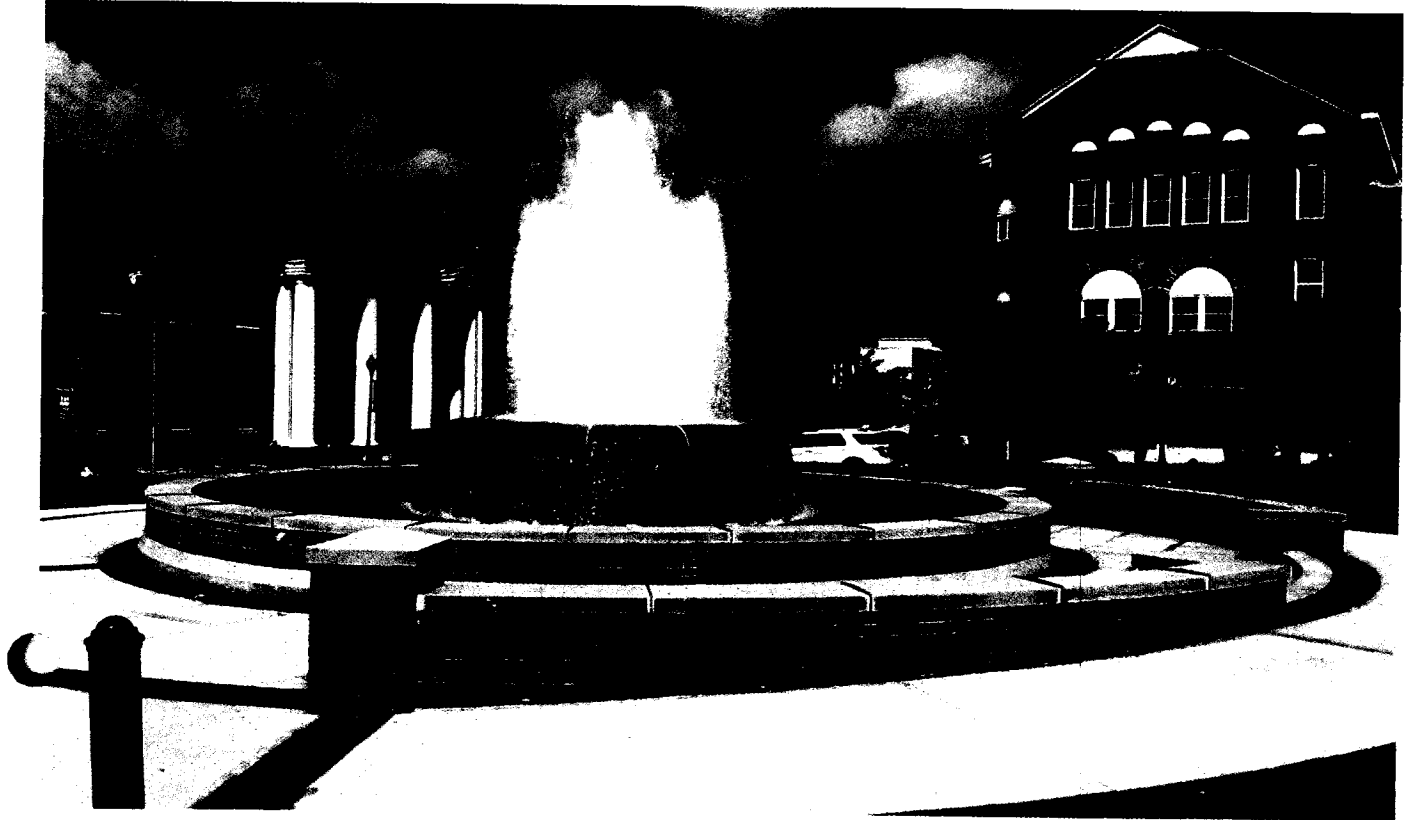
The Main Entrance was a major step toward developing a "signature experience" for the over one million annual travelers to Lexington and Central Kentucky who arrive through the Blue Grass Airport.

Our services included design concept development, budgeting, construction documentation, specifications, and construction administration from bidding through project completion. The project featured brick masonry walls with limestone caps, custom aluminum lettering and logo, lighting, signature edging, special pavements and landscaping.



Somerset Fountain Square Somerset, Kentucky

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Client:
Pulaski County

Client Contact:
Tiffany Bourne
Community Development
Director Pulaski County Fiscal Court

Cost: \$ 1 Million

Project Description:

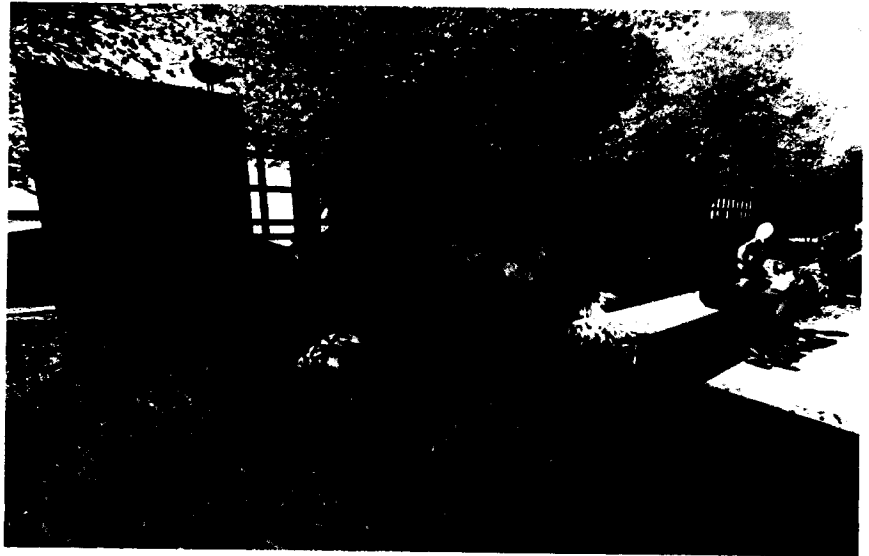
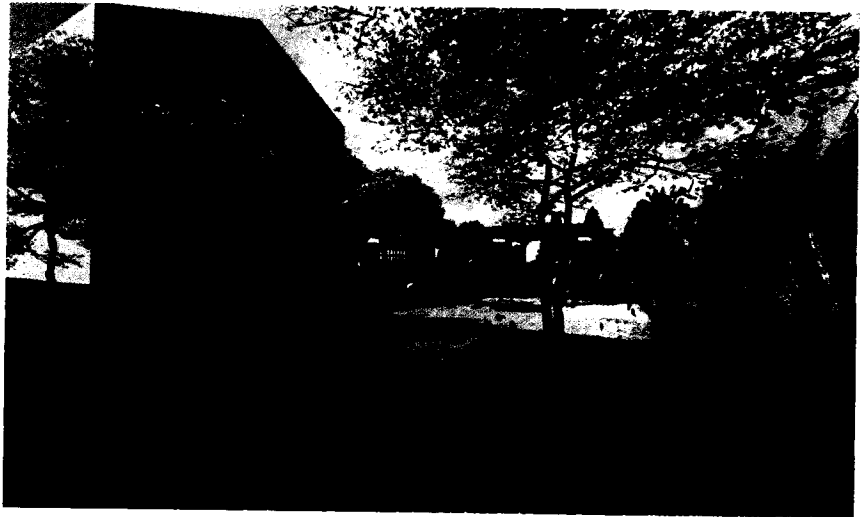
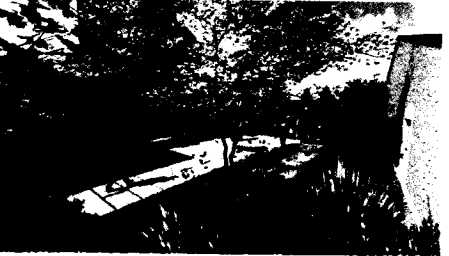
While serving as Creative Director and Principal In Charge, with Element Design, Mark provided design and project leadership for the development and renovation of Fountain Square in downtown Somerset. The original fountain and public space had deteriorated to the point where the fountain was no longer functional, landscaping was overgrown and pavements were in dangerously broken condition. The new concept was inspired by fountains Mark visited in Palo Alto, California on the campus of Stanford University. The project was funded by Pulaski County Fiscal Court and as part of a Transportation Enhancement Grant.





Chinese Friendship Garden Western Kentucky University • Bowling Green, Kentucky

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



*...early models allowed WKU to see
and "walk through" the
finished product...*

Client:

Western Kentucky University
Confucius Center

Project Scope:

Garden Design/ Lighting
Garden Sculpture and Landscape

Project Manager:

Mark C. Arnold, RLA

Project Description:

Our projects always begin with inspiration and experience. The Chinese Friendship Garden for Western Kentucky University began with Mark's experience living and working in China and visiting historic gardens throughout the country. Gaining an appreciation for the themes and narratives has allowed us to distill elements from authentic gardens into narratives, forms and materials appropriate for Bowling Green and WKU. The concept for the Chinese Friendship Garden explores the essential color and forms found throughout China and further celebrates the common stories expressed in plant material, pavements and geometry. Using Dragon Forms, Native Stones, Wood, Brick, and plant materials common to Kentucky and China, the garden will serve as a gateway to the New Confucius Center and the Newly Constructed Honors Building.





Rotary Park Hickman County Kentucky

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



Project Description:

DesignWORKS provided overall Park Master Planning Services for the recently planned Rotary Park in Hickman County, Kentucky. Our services included review of existing On Site Conditions and the development of a Conceptual Design which utilized an existing brown field industrial site for the development of a new Farmer's Market and Community Park. The Market Pavilion will serve local farmers for weekend markets.

The concept for the Community Park was to provide a "Market Experience" where families could buy and sell fresh produce, children could play in a dynamic playground, and families could use Picnic Shelters and trails in order to make a trip to the market more family oriented. The existing retention pond on site will be used for fishing and for irrigation of the park grounds.

A dynamic 3D Model was created in order to develop an MP4 Video Animation and multiple view Renderings. These will be utilized for fund raising.

Client:

Don Riley, AIA
Riley Architecture
Hickman County Judge Executive

Project Scope:

Master Plan / Visualizations

Development of Conceptual
Design
Project Visualization
Landscape Architecture





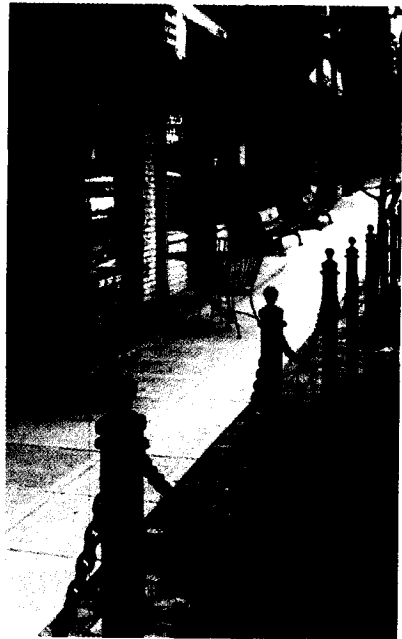
London Main Street Streetscape Enhancement London, Kentucky

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517

...creating a defined "edge" enhances orientation and reinforces natural barriers...



...walkways can become spaces of activity and social interaction...



Project Description:

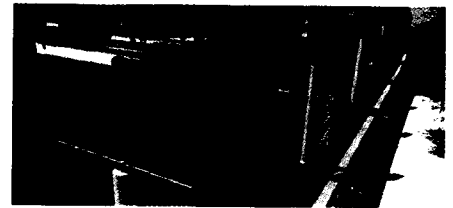
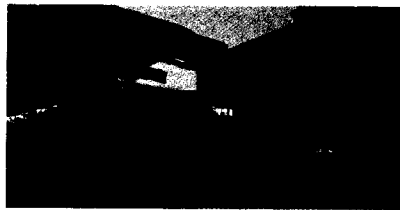
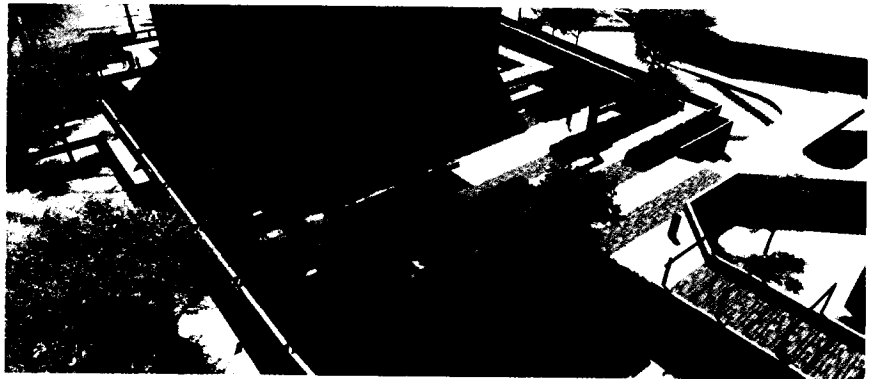
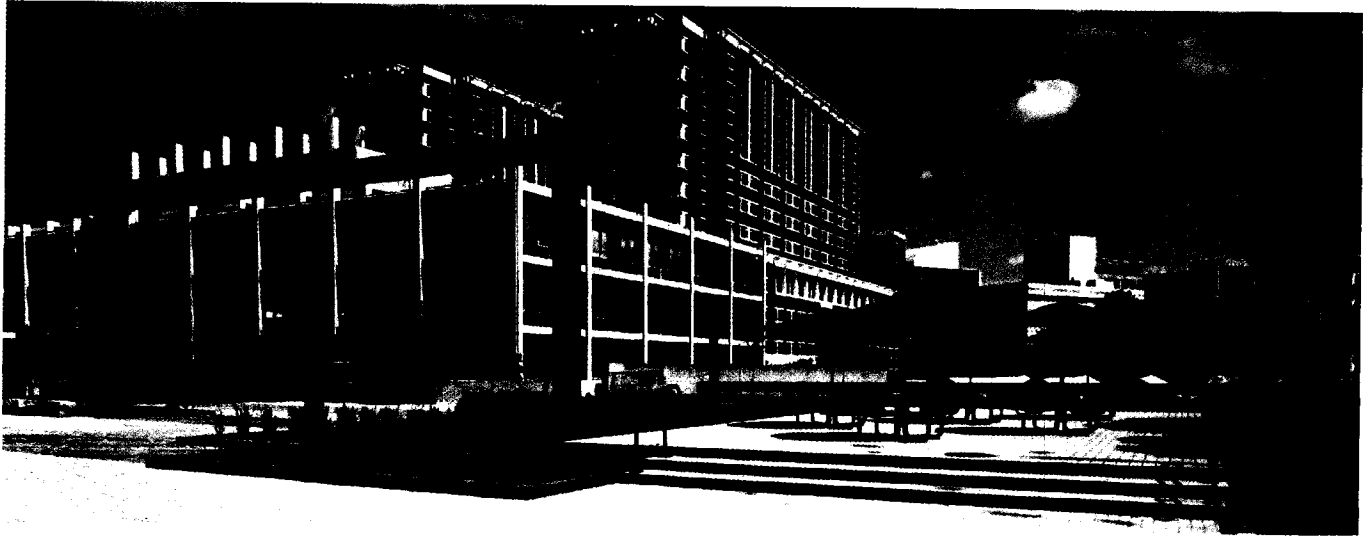
Main Street London was completed in three phases and was funded by Transportation Enhancement Grants with a 20% match provided by the city which included the development of the Main Street Streetscape Master Plan. The project included development of new pedestrian walkways, improved subsurface drainage, landscape, ornamental fencing and barriers, lighting, benches, tables and trash receptacles, banner development and graphics.

Direct Scope
Project Fee
Project Location



University of Kentucky Alumni Plaza
Lexington, KY

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517



...an urban roof plaza inspired by the geometry of the agricultural landscape ...

Client:

University of Kentucky
College of Agriculture

Project Scope:

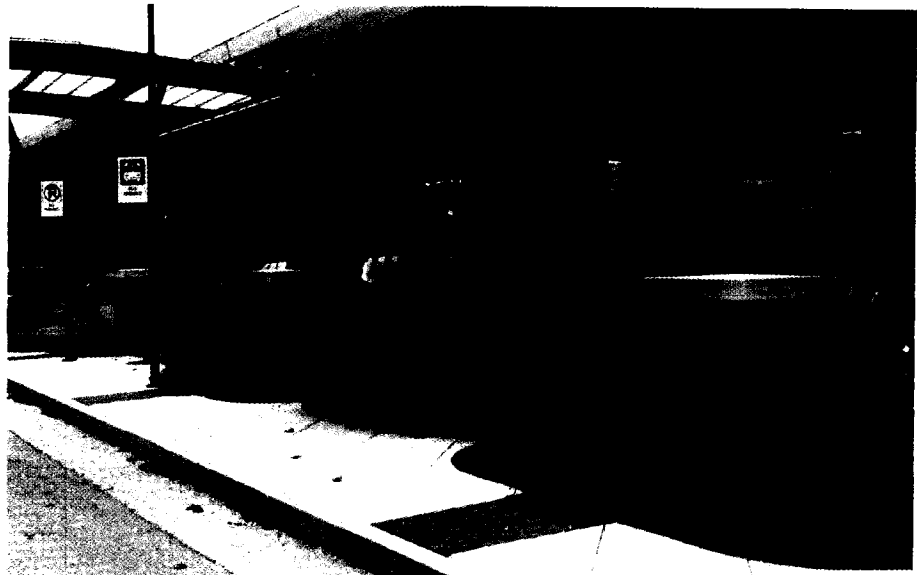
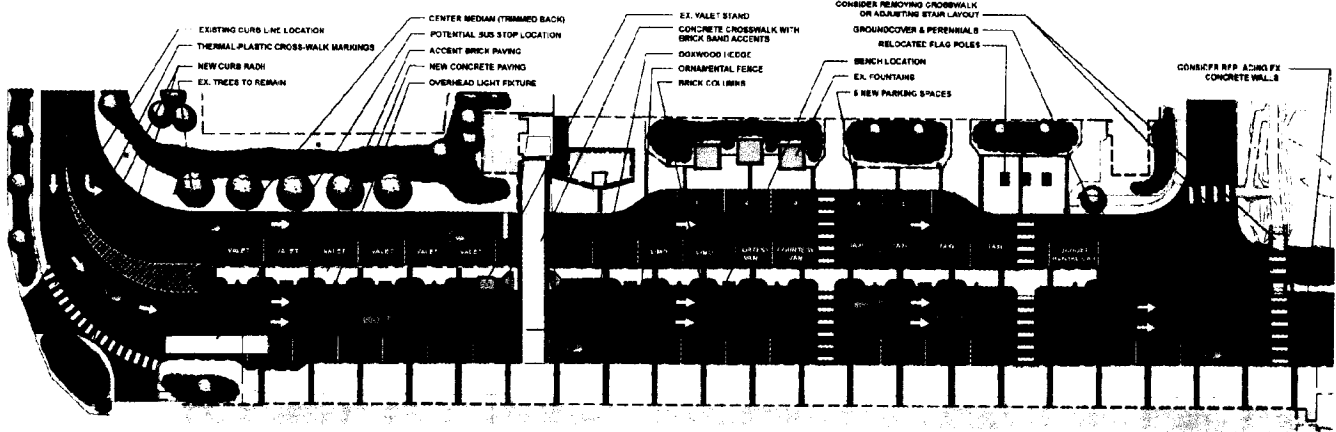
Design Competition Winner - Full
Construction Documents

Completion: 2014

Project Description:

While serving as Creative Director for his former firm Element Design, Mark Arnold provided the concept and project narrative for the recently completed Alumni Plaza at the University of Kentucky. This concept was based on the Agricultural Landscape of Kentucky and features display and rotational crop planting throughout the plaza. The plan features masses of cotton and tree saplings in lieu of traditional ornamental landscape plants and highlights the patchwork geometry of Kentucky's agricultural landscape. Sculpture and fencing reflect Agricultural Engineering and farm machinery. Both the Design and Installation were recipients of Kentucky Chapter of Landscape Architects (ASLA) Design Awards.

Blue Grass Airport Terminal Drop Off
Lexington, Kentucky



Project Description:

This project was all about getting people to their destination, improving the visitor experience along the way and creating a positive first impression of Lexington. Busses, Limos, Taxis, Cars, valet parking services and Pedestrians all share the Drop Off area in front of the main terminal.

A variety of landscape elements combined to create a main street theme as well as to direct and reorganize vehicular and pedestrian movements throughout the space. Additional items such as raised & illuminated cross walks, and in grade reflectors were added to reduce traffic speed and increase pedestrian safety along the primary pedestrian routes.

Mark Arnold and Mark Yanik generated the Terminal Drop Off Master Plan, developed Construction Drawings, and coordinated coinciding terminal facade renovations and Terminal Improvements with out of state consultants.

Client:
Blue Grass Airport

Project Completed:
2011

Cost: \$ 650,000.00

Project Landscape Architects:
Mark Arnold, Mark Yanik

2013 Landscape Planting Master Plan & Tree Watering Schedule
The Keeneland Association - Lexington, Kentucky



View of Red Maples Installed in the Fall of 2012 (Paddock Area)

Project Description:

Every year The Keeneland Association plants hundreds of trees throughout its 1000+ Acre campus.

Working closely with The Keeneland Association design team, Mark Yanik Landscape Architect developed a Campus Wide Landscape Planting Master Plan & Tree Watering Schedule as designed & envisioned by Mr. George Betsill, RLA. The Landscape Planting Master Plan identifies, numbers and labels all newly installed trees in addition to providing descriptions such as the size the tree was at installation and the date it was installed.

The Landscape Planting Master Plan and Tree Watering Schedule has proven to be an effective Landscape Management tool and ensures that all newly installed trees receive regular watering and maintenance for a period of no less than 2 years. The Plan also serves as a reference to track long term tree growth.

Client:
The Keeneland Association

Project Completed: 2013

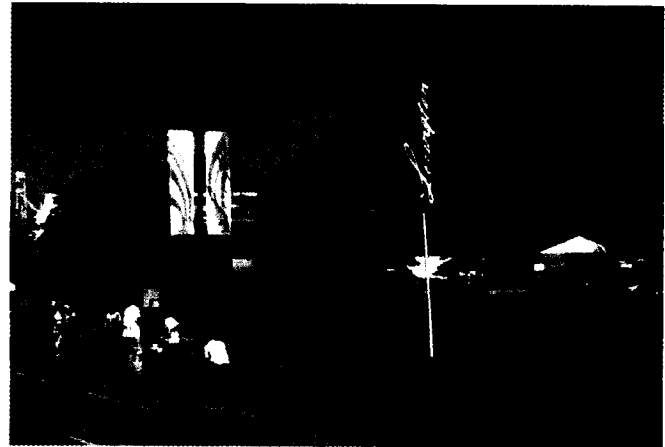
Newtown Pike Gateway Enhancement Project Lexington, KY



View of proposed Gateway Feature



View of Gateway prior to construction



View of Gateway during construction

Client: LFUCG

*Project Completed:
2011*

*Project Landscape Architects:
Mark Arnold , Mark Yanik*

Total Budget: \$250,000

Project Description:

The goal of the Newtown Pike Enhancement project was to enhance a key section of the corridor and to reconstruct a key gateway feature as visitors approached Main Street. This project was funded through a Federal Transportation Enhancement Grant.

The project was broken out into Two Phases. Phase One included working with local residents, Neighborhood Associations and Council Members to determine the scope and vision for the gateway. This required preparing and presenting several design options and conducting Design Committee meetings with key stake holders.

Phase Two consisted of generating Construction Documents, submitting and retaining Encroachment Permits from the KYTC and coordinating with State and local officials, TEA 21 Grant Administrators, as well as Bidding the project, and performing construction administration services.

our References

Mary Vosevich
Vice President for Facilities Management
Chief Facilities Officer
225 Peterson Service Building
Lexington, KY 40506-0005
(859) 257-5929

Dall Clark
Director of Capital Project Management
225 Peterson Service Building
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(859) 257 -5912

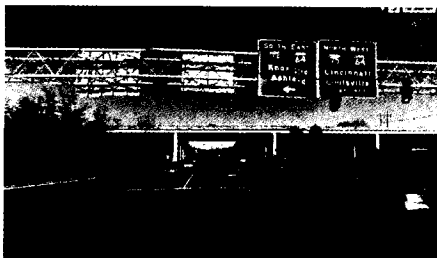
Mayor Jim Tom Trent
City of Morehead Kentucky
314 Bridge Street
Morehead, KY 40351

President Wayne Andrews
Morehead State University
202 Howell-McDowell Building
Morehead, KY 40351
(606) 783-2022

Keith Lovan
Project Engineer LFUCG
klovan@lexingtonky.gov

Mark Day
Director of Engineering
Blue Grass Airport
4000 Terminal Drive
Lexington, KY 40510
(859) 425 -3152

zone A
North Broadway



Highlighting the native Limestone could be an opportunity for design ...

Keys To Success:

- Coordination with Federal and State Highways
- Understanding Maintenance and Long Term Improvements
 - Buy In from District 7
- Sustainability and proper selection of Plant Species
 - Creative approach which looks at all a total landscape experience with art, graphics and signage

Zone A is perhaps the most complicated of the zones as it consists of a variety of corridor conditions. Within Zone A, the Paris Pike and I-75 Interchange is the most open area with the greatest existing ROW Landscape potential. There are scheduled improvements for the interchange which will impact the quantity and locations for future landscape so care must be given with future planting and consideration must be given to future construction disturbance of the landscape, maintenance and access and overall visibility.

Our approach to this area will involve developing an accurate base map along with Aerial Drone Photography which will analyze view sheds and approach views. We have found that designing within this 3D format and having the ability to fly into our projects and further developing our initial ideas in a fully three-dimensional format is an excellent way to vet out bad ideas and poorly located landscaping. This approach will also be useful when we begin to look at median renovation and site lines along the busy corridor interchange. There is an excellent opportunity with the right selection of plant species to "green" the medians along Paris Pike at the I-75 Interchange. For obvious reasons – KYTC and District 7 will need to be fully involved in any review and evaluation. We think it will be helpful if they are able to see real time three -dimensional imagery for any and all median concepts. One of the major considerations will be evaluation of District Regulations and Guidelines. In some areas, removal of the existing median pavements will be considered and in some areas, creating areas of special pavement or artistic painting will be cost effective. Either way, seeing the proposals to scale in the three dimensions with fly throughs and motion will help "tell our story" and will ease the approval process.

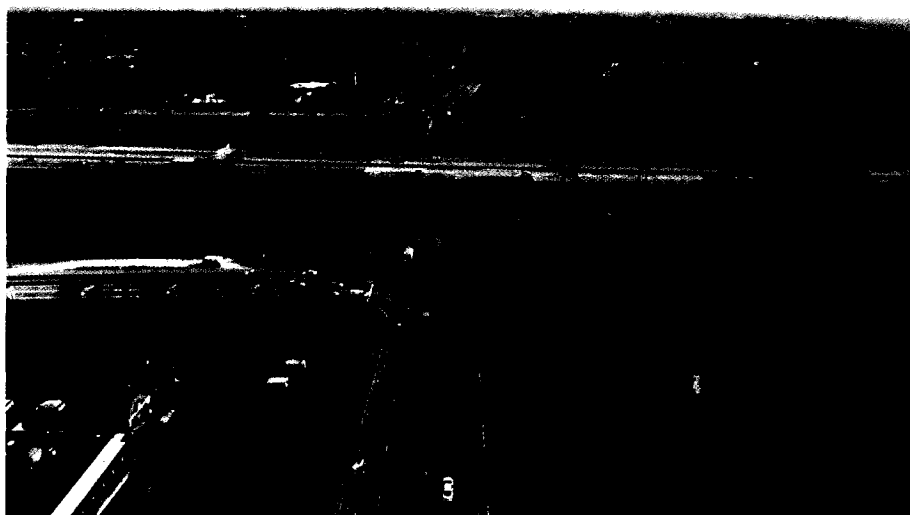
As we move into the urban area, the ROW becomes much more restrictive and solutions to corridor landscape become more challenging. We have found along past corridors that adjacent walkways with close proximity to private commercial and residential areas negatively impact public landscaping. In other words, we must look carefully at the sustainability of plantings along sidewalks within a more urban area and within areas with narrow ROW. Taking advantage of historical areas and areas which have a story to tell, such as the Watering Trough will be an important goal. In these areas, signage and graphics can augment landscape elements. We do recommend that any design developed for narrow public spaces be robust and durable and be fully sustainable.

We are interested in ALL AREAS outlined within the RFP. We are a boutique Design Firm with a specialty in Public Landscape, Landscape Renovation and Restoration and the unique ability to "tell a story" with every project. We do not pursue every project and pride ourselves in developing solutions for challenging sites, challenging corridors and challenging clients. The primary gateways to our community offer just such a challenge. Though it is clear that the Broadway Corridor may be the MOST challenging of the areas, we feel that if designed with care, consideration and an eye on sharing our Lexington Story, it can become a showcase for future corridors.

zone A
North Broadway



Median opportunities are limited in some areas ...



Looking Toward Paris Pike

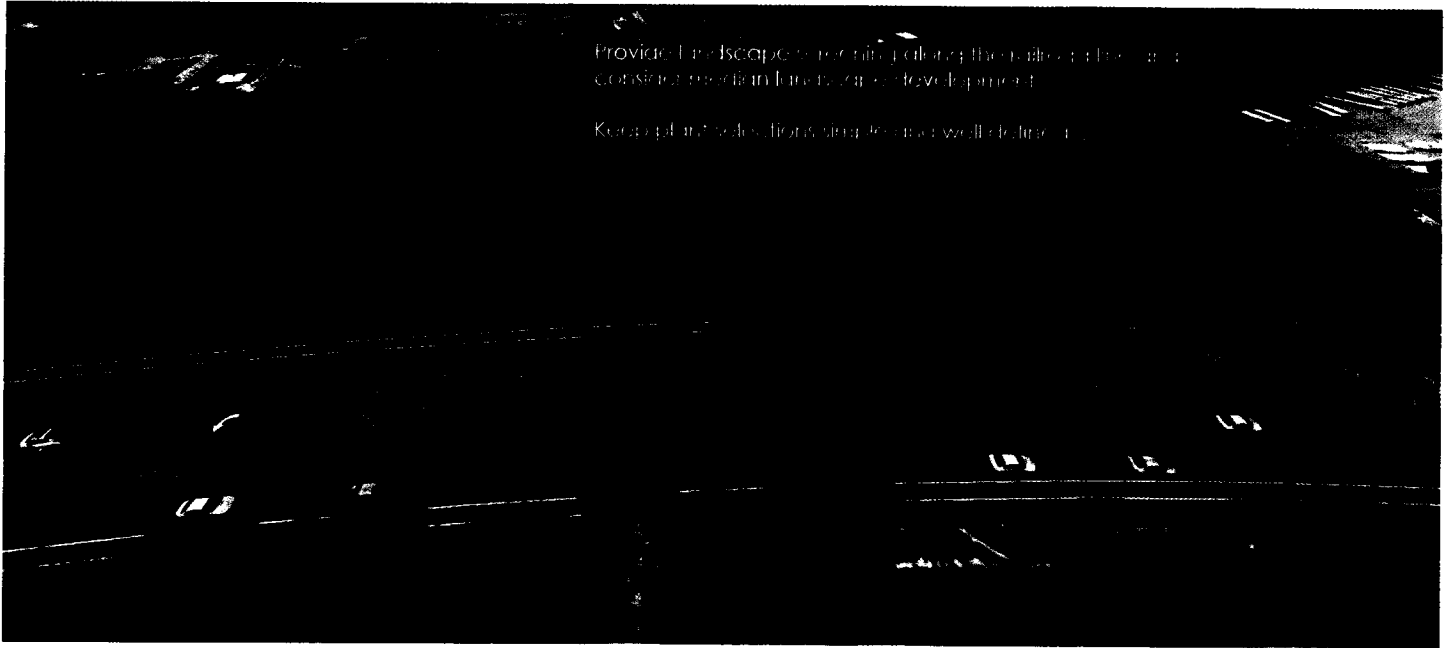
Working with existing vegetation masses, the railroad corridor, and medians will offer a high level of impact for the I-75 Intersection at North Broadway...



Honeysuckle invasive growth limits the ROW opportunities...



Looking Toward Downtown

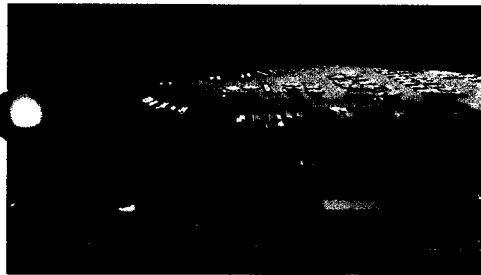


Narrow Median areas may provide splashes of Perennial color or accent pavements (brick or cobblestone) may be more suitable in some areas...

zone A
North Broadway

Note:

Concepts within the RFP are presented to highlight our **DESIGN PROCESS** and commitment to developing our ideas in ways which help Stakeholders and Decision Makers "see" and understand the ideas in Three Dimensions. They are NOT intended to be FINAL Design solutions...



Broadway Medians offer and opportunity for landscape development and ROW may provide screening and framing along the Corridor...

zone A
North Broadway

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zone B
Athens Boonesboro



Developing sweeping curves of planting masses along existing slopes will be preferable to more refined geometric patterns...

Keys To Success:

- *Coordination with Federal and State Highways*
- *Taking advantage of natural terrain and hillsides*
- *Understanding Maintenance and Long Term Improvements*
- *Sustainability and proper selection of Plant Species*
- *Organic English Landscape Approach*

Zone B at first glance will provide a relatively open area for landscape development. One of the key considerations for such a large open interchange is to provide a landscape treatment which is consistent with the speed of traffic within the area. Motorist on I-75 will be traveling at 70 MPH and attention given to the landscape from a north / south perspective will be relatively short. A landscape directed toward Interstate traffic will be viewed for approximately 10 seconds from start to finish. Large open areas of color augmented with drifts of larger trees will serve as the foundation for this area. Sculpture has been successfully integrated into interchange landscaping and consideration may be given to life size elements and fence elements to create accent points within the landscape. One consideration for the introduction of sculpture will always be the maintenance of sculpture and the ability to attract motorists who may be interested in stopping or slowing to gain better views or close-up pictures. We have found that the Blue Grass Airport Mural and Horse Sculpture has attracted numerous vehicles along the shoulder of Versailles Road.

Once at the intersection of Richmond Road and the Interstate, consideration could be given to unique terrain features along the south inbound views where topography and the natural hillsides could be taken advantage of for signage, sculpture or landscape treatments. Modeling this area and providing initial concepts within a 3D format will help the Commission visualize each approach and will help us determine the best possible locations for landscaping.

West Chester, Ohio

We agree that the interchange along I-75 at West Chester, Ohio is a suitable style of landscape for this area. In that landscape development, they kept the planting to very defined plains of Groundcover, Low Sweeping Evergreen Shrubs, taller Evergreen Massing Plants, drifts of Flowering Trees and a generally organic flow for Large Shade Trees and planting areas. In concepts such as this, heavily geometric plantings will suffer as it is inevitable that plants will die and holes within the geometric patterns will remain. By utilizing very large massings with large organic groundcover beds, a naturalized yet formal landscape is developed which will grow to maturity without gaps.

Organic Style

The organic "English Landscape" style would further accentuate the rolling terrain of the Zone B interchange. This theme could easily be combined with an introduction of fencing or sculpture for a stronger impact or be accented with larger colorful perennial plantings similar to the many parks and gardens of the English Countryside. We are very interested in this area because it essentially is the first and or last impression of our community that many will see as they travel along I-75. These impressions should be strong and should reflect community pride and community style. Though the landscape will necessarily need to be broad brushed without pedestrian scale elements, it will reflect the overall sense of pride for the community.

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zone B
Athens Boonesboro



Larger Shade Trees and Flowering Trees offer an opportunity to provide high visibility and strong accents along high speed corridors...

We use a Drone to capture Aerial Photography for each area. The imagery helps us understand the total corridor at a glance and provides useful information for analysis and planning...



Looking West Toward Downtown



Looking East oward Athens

zone C
Richmond Road



The challenge is making a fantastic corridor landscape a bit better!!!...



Opportunities exist to provide accent plantings at key locations...

Keys To Success:

- *Making Good Better*
- *Taking advantage of existing trees and corridor vegetation*
- *Understanding the history and character of the corridor*
- *Careful selection of materials and improvements*
- *Organic English Landscape Approach*

Zone C will no doubt be one of the favorite areas for both designer and the Commission. It is an area which already contains considerable natural beauty with lovely tree lined properties, an iconic Lexington Institution with the Shriners Hospital hillside, the Idle Hour Country Club and Golf Course and the established allee' of London Plane Trees accenting the medians. However, there are opportunities to tie these together along with the Idle Hour Commercial Development and to create a focal entrance for Downtown Lexington. We will explore many options for the proper way to achieve a style and architectural language suitable for perhaps the most lovely and historic gateway to our community. Landscape treatments MUST respect the existing pastoral quality of our famous tree lined gateway through an historic Olmsted Neighborhood.

Though at first glance this may be an easy corridor to develop, but we think it represents many challenges for precisely the reasons stated above. Installation of the wrong style, heavy handed or inappropriate landscape will not enhance the existing beauty but will detract from what is already perfectly sublime. Low colorful beds with simple additions of columns or planters may be one solution but we believe that several solutions should be considered and modeled.

Concept Model

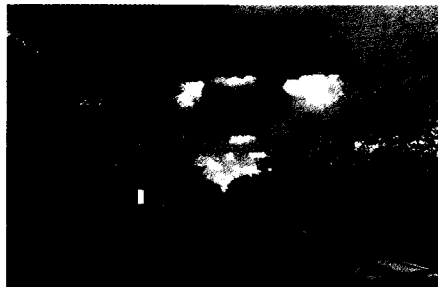
For this proposal, we have taken the time to create a concept. This is NOT meant to be seen as a solution, but is developed in order to show you how we intend to approach each of our projects. Modeling within a 3D format, allows you to "see" and understand concepts at a human scale. You do not have to be an expert at reading landscape plans to understand the idea. We anticipate developing multiple ideas for consideration and having the ability to walk you through or drive you by each of the concepts. We have flown this corridor with Drone Aerial Photography and have obtained an excellent understanding of all the parts and pieces that need to come together to achieve success.

Challenges

The challenges will involve creating continuity along each median, working with the existing trees and the existing tree lined corridor edges, and developing the proper theme and proper elements which reflect the historic quality of the surrounding neighborhoods and commercial areas.

Our interest in this area is due to the importance we place on "getting it right." We think that with a gateway, already lovely in it's simplicity and iconic in its character, that carefully understanding the issues is key to making what is already great – even better!

zone C
Richmond Road



Existing corridor Shade Trees and open lawn areas provide a framed view ...



Opportunities exist for ground level perennial color accent features...

At a glance we can see the corridor and the adjacent properties and adjacent landscape character. The challenge here will be making a great existing landscape even better...

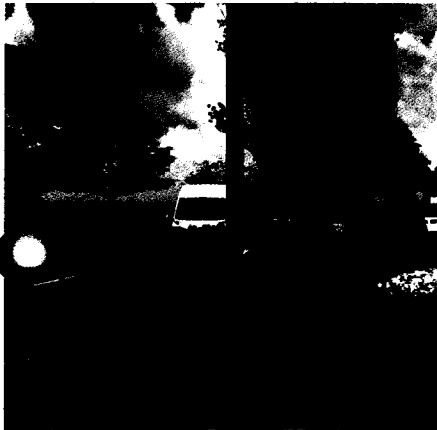


Looking West Toward Lakeshore Road



Looking West Toward Chinoe Road

zone C
Richmond Road



*Richmond Road Medians
may offer a curved splash
of colors and signature
banners to become a
gateway into the down-
town area...*

Note:

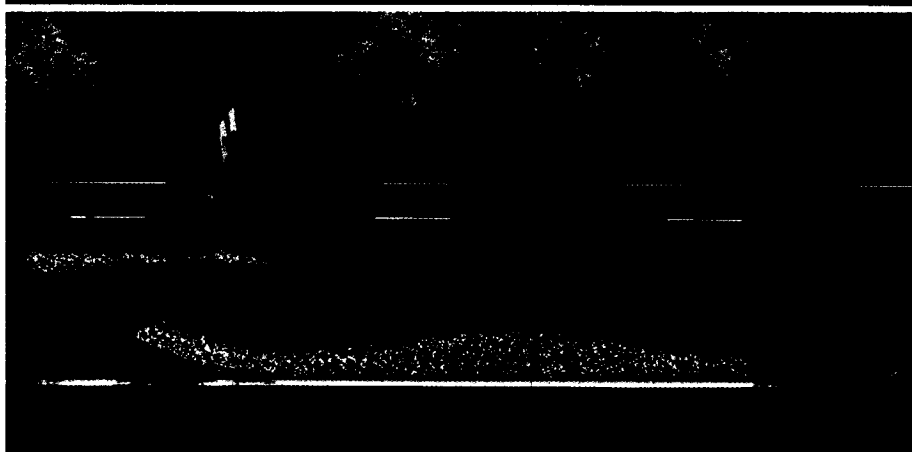
Concepts within the RFP are presented to highlight our **DESIGN PROCESS** and commitment to developing our ideas in ways which help Stakeholders and Decision Makers "see" and understand the ideas in Three Dimensions. They are NOT intended to be FINAL Design solutions...

zone C
Richmond Road

Visualizations



Low evergreen and perennial planting and columnar oaks would allow for maximum visibility for motorists and maximum color for a gateway...



Note:

Concepts within the RFP are presented to highlight our **DESIGN PROCESS** and commitment to developing our ideas in ways which help Stakeholders and Decision Makers "see" and understand the ideas in Three Dimensions. They are NOT intended to be FINAL Design solutions...

zone D
Winchester Road



Opportunities exist to provide accent plantings at key locations...



Coordination with Utilities and Drainage Features will be critical...

Zone D offers a relatively clean pallet for development of an accent landscape. Similar to your thoughts on West Chester, Ohio, this is an area where an Organic "English Landscape" style might be very appropriate. As much of the traffic will be traveling along New Circle Road and will be at higher speeds, a generally simple approach may be called for. There is an opportunity for inbound and outbound traffic on Winchester Road – particularly with the new turn lanes which stop traffic directly on the bridge, to provide an additional level of interest and perhaps gateway sculpture, fencing, walls or signage.

A relatively clean look should be planned which provides for larger organic beds with accent perennials accented by low level shrub masses, strong evergreen masses, drifts of high impact flowering trees and stately shade trees. Again, we think an organic approach would be preferable to strong geometric patterns. This approach highlights the naturally flowing terrain and allows for more of organic growth. Drainage ways and low areas could be considered for special treatment and would accent the natural terrain.

One consideration might be the use of Flags and Banners to accent planting beds and this may be an area where night lighting, spot lighting and landscape accent lighting might be considered.

A Word on Sustainability and Maintenance

Challenges for this area will be overall sustainability and maintenance. Sustainability is a word often used and sometimes not well understood. Landscapes in large open areas which receive heavy mowing by State Maintenance Personnel must be defined and installed in ways that allow for maintenance of the lawns and groundcover areas by relatively untrained professionals. Proper selection of plant species and proper consideration for watering, weeding, trimming and other weekly and annual maintenance items must be considered. We feel like the success for this area and many of the other areas will come with proper Horticultural Expertise. Working closely with our Horticultural Consultant, we will select proper plant materials and display them in appropriate ways with consideration given to the level of monthly and annual maintenance.

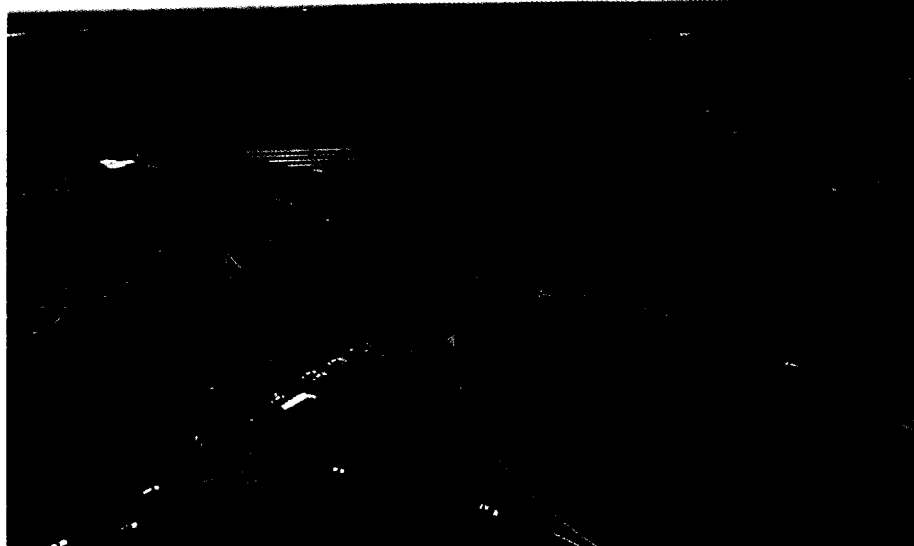
Our interest for this area is the same interest for all other areas. We want to see Lexington put it's best foot forward and we believe that careful design and implementation of each of the projects is a major aspect. We also feel that looking at all of the projects holistically and designing with continuity will help create a unified approach to corridors throughout the community. This does not mean that every project will look the same. It means that a common approach and methodology will be established and this will lead to better quality.

zone D
Winchester Road

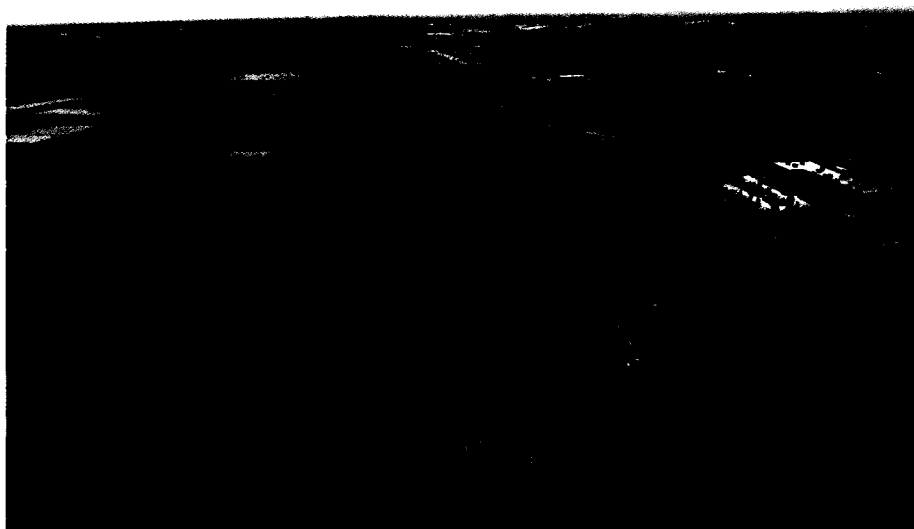
Further Considerations

A further consideration for each and every project will be the "Winter Effect." Plantings which look great in spring, may suffer during summer months and look nothing short of terrible during the winter. Consideration in each area will be given to a seasonal approach to the landscape.

This means looking for materials which flower at different times of the year and have winter interest with berries or bark.



Looking Towards Downtown



Looking South Along New Circle Road

approach / Methodology

Approach and Methodology

At **DesignWORKS - Project Approach** and **Project Methodology** go hand in hand. Our Approach to your project is a part of our Methodology for the successful completion. This begins with bringing together the "right" team for the project, providing Senior Level Leadership, helping you organize a Leadership Team or Steering Committee, working with **YOUR TIMELINE** and not ours, dedication to providing **Senior Level Project Management and Design**, adding critical Team Members for key roles, demanding the highest quality from consultants and contractors, management of contracts, keeping meetings focused and on-track and providing necessary feedback throughout the Design and Implementation Process.

We believe these are some of the primary reasons it is important for us to pursue **ALL** of the Corridor projects rather than picking and choosing only the ones we feel would be profitable or "easy" to develop. We will dedicate our team to all four of the projects and work steadfastly to accomplish the goals set forth in the RFP.

We have just completed the majority of our work for the University of Kentucky. This was a project which started as 4.5M Landscape Design and Implementation project for 9 areas on campus, and based on our success, became the foundation for nearly 11M in Future Campus Landscape Implementation for 11 areas. The Design and Construction Documents were completed for ALL of the 11 Campus Areas in 6 Months and three of the projects totaling nearly 4.5M are under construction or have been completed just 10 months after Authorization to Proceed. We achieved this goal by taking on NO ADDITIONAL WORK. This allowed our small team to fully dedicate ourselves to the successful management of ONE CLIENT. Secondly, our staff of two Design Professionals and one Intern have a combined 46 years of professional experience.

We can meet your schedule!!

Economy of Scale

The pursuit of ALL projects will provide an **Economy of Scale** for the LFUCG and for our firm. Meetings with LFUCG will focus on all four areas at one time. Consequently, we will be able to discuss issues, opportunities, constraints and project conditions for each of the corridors. Management of the projects will be simplified from the "Owners" point of view and management for each of the projects will be simplified from the "Designers" point of view. Common conditions and constraints can be discussed and meetings and coordination with District 7, KTC in Frankfort, Federal Highways, Utility Companies, LFUCG Engineering and focus on all four areas and lessons learned can be applied holistically.

approach / Methodology

From a design perspective, it will be important that there is continuity of design for the areas and for the community. This does not mean IDENTICAL features. This means that each area will be considered and will take advantage of Design Opportunities on an area by area basis without duplication of ideas, concepts, or style. Economy of scale can be applied to purchasing and implementation. We will be able to take advantage of these economies and potentially bid projects in groups with one or two larger projects rather than four smaller projects. Management at this level will be more streamline. Construction Management of four contractors in four or more locations will become more seamless.

Another important factor is having the ability to develop bid packages which will keep individual projects below the threshold for Federal Wage Rate Compliance. By utilizing LFUCG Resources and having project bid flexibility through a single firm each project can be tailored under the Federal Wage Rate threshold.

We accomplish this by **FIRST** and **FOREMOST** - not pursuing every OTHER project which may be advertised by Local or State Agencies and we therefore can dedicate the majority of our time to the successful completion of this Project. Unlike other firms, we have a small and dedicated team of **Senior Level Design and Management** and our entire staff will be assigned to this project. Mark Arnold and Mark Yanik will personally produce the entire package of design concepts and final drawings. **Our Firm** will attend all meetings and will do all necessary coordination. Together, we will insure that LFUCG gets the highest quality of design and the highest quality of implementation.

Site Analysis

As a first step, we will do a thorough site investigation of each area outlined in the RFP. Using our team and our Consultants we will review Utility Locations, ROW, Soil Samples and other Horticultural Data, Solar Orientation, and other Environmental factors effecting each site. Using our DRONE Aerial capabilities, we will develop birds eye images and fly each of the corridors with high quality and up to date aerial imaging. We have already begun this process and have flown each of the corridors and have very high quality video and still imaging.

Our Visualization Process

We have learned through our recent work at the University of Kentucky that our 3D Interactive Design Process helps achieve consensus with a wide variety of Stakeholders. We will use this process as we meet with the Corridors Commission, Neighborhood Associations,

approach / Methodology

Permitting Agencies and the Public. Three Dimensional Visualizations and Fly Throughs are excellent tools to help the untrained eye "see" and "understand" the design solutions. We are able to produce Three Dimensional Images as we develop concepts and as a part of the early Schematic Design phase.

Review

Review of Design Concepts becomes much more interactive with the client when the concepts are shared as Three Dimensional Animations and Walk Throughs. We have found that most people find it difficult to read and understand a Plan View Landscape Concept. For many what we draw simply looks like green splotches on paper and most people find it difficult visualize full size trees and shrub massings when drawn as a colored circle of green on a plan. When we take these concepts off the flat page and bring them to you in full perspective view and walk you through each project, the understanding and input is considerably greater. These images will also aide us through the entire permitting process. Yes, even the permitting agencies have a difficult time understanding trees drawn as circles. Having the ability to show these agencies fully mature heights and spreads in a three dimensional view will help them understand positive and negative impacts to traffic site lines and utility corridors.

Final Drawings

Upon acceptance of the final concepts we will put each area into Digital CAD format and develop detailed Landscape Plans and Specifications. This work includes development of final plant material species with the guidance from a Horticultural expertise. We think it is hugely important that we include a Horticultural Consultant for our team and if awarded the Project we will find the right person for the team. We also believe that this team member will be responsible for interpreting information and data collected from the soil samples. It is one thing to take the samples and it is another thing to actually have the right professional interpret this information to the benefit of the project.

Only Horticulturists are trained to match plants with soil types PERIOD.

Construction Administration

Though not a part of your schedule for completion for the Scope of the RFP, we think that our Construction Administration Experience will be extremely valuable as the projects move forward toward imple-

approach / Methodology

mentation. Our team at DesignWORKS offers 45 years of experience in Construction Administration of complex projects. We also offer a seamless transition from Design – Construction Documentation – Construction Administration. This work is not passed on to other members of the firm. The Principal In Charge and the Project Manager will stay with the project until completion.

Our Current Workload

We have completed our large-scale projects for the University of Kentucky and only have smaller projects in the office currently. Most of our projects are in the final construction implementation phase. Scheduling will allow both Principal In Charge and Project Manager to dedicate 75% or their time to your project.

Your Outline Schedule

We believe you have proposed a reasonable OUTLINE SCHEDULE in the RFP. It is the policy of our firm that If awarded the project we will not seek other large scale projects which would affect our ability to meet your schedule.

PROPOSED SCHEDULE FOR ALL PROJECT AREAS

SITE INVESTIGATION AND PRELIMINARY DESIGN	8 WEEKS
PRELIMINARY DESIGN SUBMITTAL	2 WEEKS
REVIEW BY LFUCG	2 WEEKS
PERMIT APPLICATION	4 WEEKS
PERMIT REVIEW AND REVISIONS	8 WEEKS
FINAL DESIGN SUBMITTAL	4 WEEKS
FINAL ACCEPTANCE AND REVISIONS	2 WEEKS

TOTAL 30 WEEKS

The above schedule assumes all projects are awarded to one firm at the same time. This allows us to begin investigation, design and permitting for all areas. Preliminary Design will begin prior to the completion of a thorough site investigation. Minor design changes may be necessary during the final Design Phase based on the specific results of the field investigation.

NOTE: As noted in the RFP - IF only ZONES C and D are Awarded, the above schedule could be compressed. However, we recommend additional time for Permitting / Review and Final Acceptance and Revisions.

local Employment

DesignWORKS is a Lexington based Urban Design and Landscape Architecture firm. Mark Arnold was born in Lexington and has been a partner in Lexington based firms for nearly 32 years. Mark Yanik has worked in Lexington for 14 years. Both Marks have a long-term commitment to the beautification of Lexington's Corridors and Landscapes.

Abbie Jones Consulting is a Lexington based Civil Engineering and Surveying firm.

Our team is 100% Lexington based and 100% of the work will be provided by this team.


conflict of Interest

Conflict of Interest Statement:

By my signature below, I, individually and as an agent for the consultant responding to this Statement of Qualifications, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted bid.

DesignWORKS has no CONFLICTS OF INTEREST in providing professional services on this project.

I understand that failure to submit this statement as part of the bidding documents shall make this bid nonresponsive and therefore not eligible for award consideration.

Mark C. Arnold, RLA 

DATE: 11/07/2016

additional Information

The attached CD ROM contains a **Video Fly Through for Zone C – Richmond Road Corridor Landscape**. It is intended to demonstrate to the Corridors Commission the design and visualization **PROCESS** we will use to develop and present Concepts for each of the areas outlined in the RFP.

We take pride in our ability to express realistic three dimensional ideas as a part of design process and believe that this methodology and advanced visualization will be necessary in order to develop appropriate solutions and gain Stakeholder Consensus.

NOTE:

It is NOT intended to serve as a FINAL DESIGN Solution. We are fully aware that before any design concepts can be developed LFUCG and Neighborhood Association Input as well as Soil sampling, Utility and ROW investigation and other appropriate Field Investigation will be necessary to meet the needs of the community and to develop a final approved design concept.

620 Euclid Avenue, Suite 207 • Lexington, KY 40502 • 859.619.7517

Major Publications:

Environmental Sculpture Project
Landscape Architecture Magazine
June 1988

Bluegrass Airport Mural Project
Landscape Architect and
Specifier News
February, 2006

Bluegrass Airport Mural
Landscape Architecture Magazine
April, 2006

Alumni Plaza University of Kentucky
Landscape Architecture and
Specifier News
October, 2014

Elizabethtown Sports Park
Landscape Architecture and
Specifier News
March, 2014

Awards:

2015 • Kentucky Chapter ASLA: Merit Award for Design - Planning & Analysis
Morehead State University Campus Master Plan, Morehead, KY

2013 • Kentucky Chapter ASLA: Honor Award for Design
University of Kentucky Alumni Plaza Renovation, Lexington, KY

2013 • Kentucky Chapter ASLA: Honor Award for Design
Elizabethtown Sports Park, Elizabethtown, KY

2013 • Kentucky Chapter ASLA: Merit Award for Design
Western Kentucky University Centennial Mall, Bowling Green, KY

2012 • KRPS Facility Award
Elizabethtown Sports Park, Elizabethtown, KY

2011 • Kentucky Chapter ASLA: Merit Award for Design - Planning & Analysis
BCTC Newtown Pike Campus Master Plan, Lexington, KY

2006 • Speas International Airport Award
Blue Grass Airport Mural Design, Lexington, KY

2005 • Kentucky League of Cities Streetscape Design of the Year Award
Horse Cave Main Street Master Plan, Horse Cave, KY

2004 • Kentucky Chapter ASLA: Merit Award for Design
Bluegrass Airport Mural Design, Lexington, KY

1996 • Kentucky Chapter ASLA: Merit Award for Design
Linlee Elementary School Outdoor Science Classroom, Lexington, KY

1995 • Kentucky League of Cities Streetscape of the Year
Horse Cave Streetscape Master Plan, Horse Cave, KY

1994 • Kentucky Chapter ASLA: Merit Award for Design
Hopkinsville Community College Master Plan, Hopkinsville, KY

1993 • Kentucky Chapter ASLA: Design Recognition Award
University of Kentucky Medical Center Plaza Sculpture Garden, Lexington, KY

1992 • Kentucky Chapter ASLA: Design Recognition Award
Florence Nature Center Plaza Design, Florence, KY

1991 • Kentucky Chapter ASLA: Design Recognition Award
Spalding University Sculpture Garden, Louisville, KY

1990 • Kentucky Chapter ASLA: Honor Award for Design
University of Kentucky Environmental Sculpture, Lexington, KY

1989 • Kentucky Chapter ASLA: Merit Award for Design
Saint Hubert's Episcopal Church Burial Garden Master Plan, Clark County, KY

1987 • Kentucky Chapter ASLA: Merit Award for Design
Centenary United Methodist Church Garden, Lexington, KY

*...for nearly 30 years, Mark has been
providing outstanding design and
service to each project...*

financial Proposal

RFP #36 – 2016 Lexington Corridors Beautification Design Services

Cost Proposal for Professional Services

ZONE A – North Broadway and Paris Pike (from Loudon Avenue to Kingston Road)

Construction Cost Estimate \$250,000.00

Services:

Review and Compliance with LFUCG Design Standards

Coordination of Project Phasing and Schedule to meet OUTLINE Schedule

Site Investigation and Site Analysis

Soil Samples

Utility Review and Location

Coordination with KYTC, FHWA and Utility Companies

ROW Review and Location

Preliminary Concepts and Visualizations (3D Visualization and Animation)

Final Design and Cost Estimate

Permitting Application Submittals and Review

Construction Documents will be developed on Existing Base Mapping / Aerial Photography with appropriate checking and referencing for existing Utility and ROW locations.

LUMP SUM FEE: Twenty Thousand Seven Hundred and Fifty Dollars and No Cents \$20,750.00

Includes 25 Hours for Construction Administration and Implementation Review

Extra Work Lump Sum Additional Fee: \$3,500.00

ZONE B – Athens Boonesboro Road at the I-75 Interchange

Construction Cost Estimate \$150,000.00

Services:

Review and Compliance with LFUCG Design Standards

Coordination of Project Phasing and Schedule to meet OUTLINE Schedule

Site Investigation and Site Analysis

Soil Samples

Utility Review and Location

Coordination with KYTC, FHWA and Utility Companies

ROW Review and Location

financial Proposal

Preliminary Concepts and Visualizations (3D Visualization and Animation)

Final Design and Cost Estimate

Permitting Application Submittals and Review

Construction Documents will be developed on Existing Base Mapping / Aerial Photography with appropriate checking and referencing for existing Utility and ROW locations.

LUMP SUM FEE: Thirteen Thousand Two Hundred and Fifty Dollars and No Cents \$13,250.00

Includes 25 Hours for Construction Administration and Implementation Review

Extra Work Lump Sum Additional Fee: \$3,500.00

ZONE C – Richmond Road Medians

Construction Cost Estimate \$200,000.00

Services:

Review and Compliance with LFUCG Design Standards

Coordination of Project Phasing and Schedule to meet OUTLINE Schedule

Site Investigation and Site Analysis

Soil Samples

Utility Review and Location

Coordination with KYTC, FHWA and Utility Companies

ROW Review and Location

Preliminary Concepts and Visualizations (3D Visualization and Animation)

Final Design and Cost Estimate

Permitting Application Submittals and Review

Construction Documents will be developed on Existing Base Mapping / Aerial Photography with appropriate checking and referencing for existing Utility and ROW locations.

LUMP SUM FEE: Seventeen Thousand Dollars and No Cents \$17,000.00

Includes 25 Hours for Construction Administration and Implementation Review

Extra Work Lump Sum Additional Fee: \$3,500.00

ZONE D – Winchester Road at New Circle Road

Construction Cost Estimate \$200,000.00

AFFIDAVIT

Comes the Affiant, Mark C. Arnold, RLA, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Mark Arnold and he/she is the individual submitting the proposal or is the authorized representative of DesignWORKS, 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.

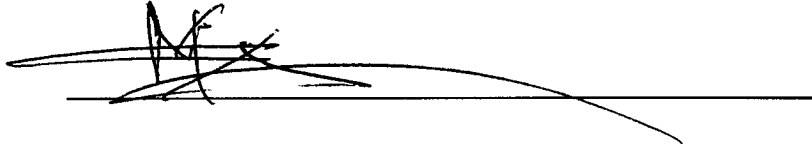
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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.

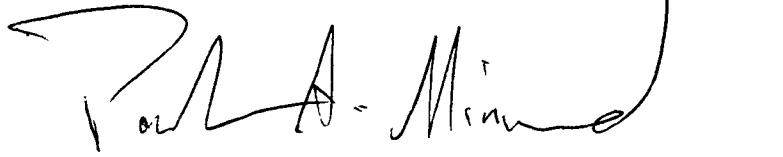


STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mark Arnold on this the 7th day of November 1, 2016 .

My Commission expires: _____
Patrick A. Minard
Commission expires 11/14/17
Notary ID 500563



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:

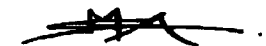
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

DesignWORKS

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: DesignWORKS

Date: 07 / 11 / 2016

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators		1									
Professionals		2									
Superintendents											
Supervisors											
Foremen											
Technicians		1									
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:		3									

Prepared by: _____

Mark Arnold - Principal
Name & Title

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP # 36 -2016

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting (859) 559-3443 abbie@abbie-jones.com	Surveying ROW Coordination Permitting / Traffic Management Plan		20%
2.			
3.			
4.			

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

DesignWORKS
Company
November 7, 2016
Date

Mark Arnold
By
Principal
Title

LFUCG MBE/WBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP # 36-2016

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

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

DesignWORKS_____

November 7, 2016

Company

Date

Mark Arnold_____
Company Representative

Principal_____
Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP # 36-2016

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

Company Name DesignWORKS	Contact Person Mark Arnold
Address/Phone/Email 620 Euclid Avenue , 207 Lexington, KY 40502 859.619.7517 Marnold.designworks@gmail.com	RFP Package / RFP Date RFP #36-2016 November 7, 2016

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

(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.

DesignWORKS
Company

Mark Arnold
Company Representative

November 7, 2016
Date

Principal
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____ **RFP #** 36-2016 _____

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

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

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

DesignWORKS _____
Company

Mark Arnold _____
Company Representative

11-07-2016 _____
Date

Principal _____
Title

Firm Submitting Proposal: DesignWORKS

Complete Address: 620 Euclid Avenue, Suite 207 – Lexington, KY 40502
Street City Zip

Contact Name: Mark Arnold Title: Principal

Telephone Number: 859-619.7517 Fax Number: N/A

Email address: marnold.designworks@gmail.com

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract

may be terminated shall include, but shall not necessarily be limited to:

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


B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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



Signature

11/07/2016

Date

STATEMENT OF QUALIFICATION

SUBMITTED BY:

By signing below you are agreeing to all LFUCG Terms & Conditions that are a part of this Request for Qualifications.

Include this page in your response to this RFQ

Firm: DesignWORKS

By: Mark Arnold

Title: Principal

E-Mail Address: marnold.designworks@gmail.com

Address: 620 Euclid Avenue, Suite 207, Lexington, Kentucky 40502

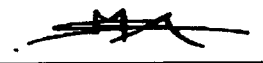
Telephone: 859 -619-7517

Fax: N/A

Date: 11 / 07 / 2016

Federal ID Number: 20-5817400

Non-collusion Statement: By my signature below, I, individually and as an agent for the consultant responding to this Statement of Qualifications, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted bid. I understand that failure to submit this statement as part of the bidding documents shall make this bid nonresponsive and therefore not eligible for award consideration.



(Consultant Signature)

11 / 07 / 2016

(Date)

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____

~~_____~~

Consultant Signature (all items above have been read and completed)