

EA Partners, PLLC



CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

3111 Wall Street
Lexington, Kentucky 40513
859-296-9889
www.eapartners.com



Electrical • Mechanical • Instrumentation

861 Corporate Drive, Suite 210
Lexington, KY 40503

LFUCG | RFP #36-2018

West Hickman Salt Barn

October 24, 2018

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October 24, 2018

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

RE: RFP #36-2018
Professional Engineering Services Statement of Qualifications
Design of West Hickman Salt Barn

Mr. Slatin:

EA Partners is pleased to present our Qualification Package for Professional Engineering and Surveying Services to the Lexington Fayette Urban County Government for the captioned project. Attached is one (1) master copy, five (5) duplicates, and one (1) electronic copy of our response.

EA Partners is proposing to complete the requested services for \$35,000.

We have an abundance of “practical solution” experience and a well rounded, stable staff. We appreciate being considered and are looking forward to the opportunity.

Sincerely,

EA PARTNERS, PLC

Albert W. Gross, P.E., P.L.S.
Principal-in-Charge

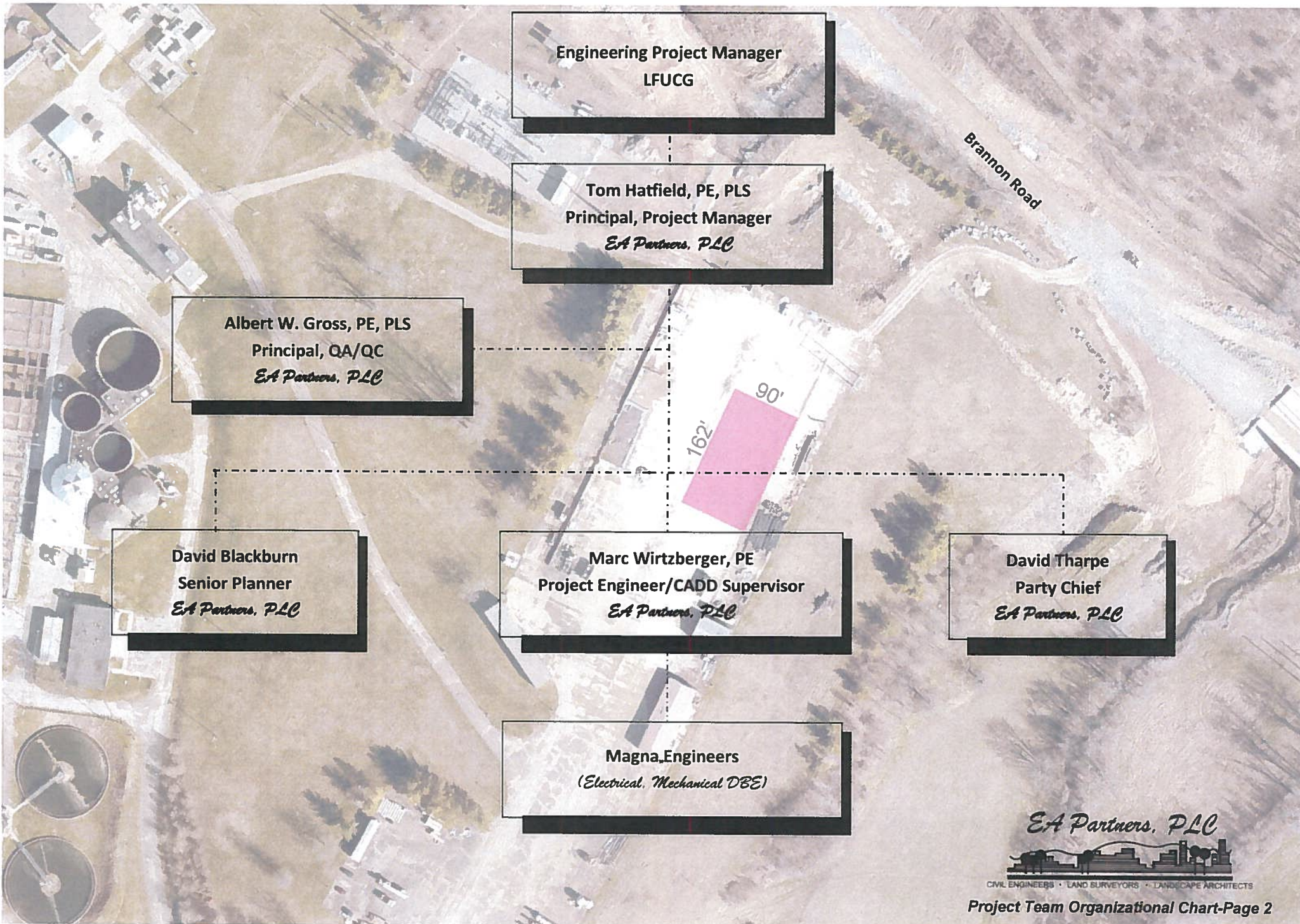
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3. Experience and Technical Competence
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7. Appendix A (RFP Legal Documentation)

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Project Team Organizational Chart



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Experience □ EA Partners, PLC

U.S. 25 Fayette/Scott Counties — Fayette/Scott Counties, Kentucky

The project involves the location and design of just over six miles of U.S. 25 from the northern edge of Lexington to the southern edge of Georgetown. The existing roadway is a two-lane facility that is over capacity. The original design proposed was a five-lane section which would join with an existing five-lane section in Lexington and terminate at an existing five lane intersection in Georgetown. This section was studied on two alternate alignments. The project involves widening the existing two lane facility to four lanes for the majority of the project with a five lane section from Etter Lane to the Georgetown Bypass. The U.S. 25 project includes nearly every part of drainage engineering. The project required the study of 32+ square miles of watershed for multiple bridge and scour analyses. Contained in the overall watershed were many sub-watersheds that required independent modeling for box culverts, pipe culverts, and ditches. The project also includes an urban component which required curb inlet spacing and storm sewer analysis. Also included in the urban section were multiple small detention basins and existing storm sewers.



In order to explain the process and further the development of this project, EA Partners, with the help of District 7, produced a 12 minute video that was the focus of a Public Meeting. As a result of that meeting a majority of the shareholders responded favorably. The video was one of the first used at a public meeting and was a result of EA Partners' understanding the big picture and crafting a means to satisfy multiple opinions and concerns.

U.S. 62 Barkley Drive — Paducah, Kentucky

This section is between I-24 and U.S. 45. EA Partners developed Phase I Plans for a one mile, five-lane urban curb and gutter with sidewalks section. Kentucky Transportation Cabinet discovered during its environmental investigation several historic properties, one of which was Alben Barkley's home, Angles. Initially, three alternates were developed, but the Division of Environmental Analysis determined that 4(f) impacts were involved after a June, 1994 public hearing. The Department decided not to pursue the project until November, 1998, when a Citizen Committee was formed to explore other alternatives to the project. EA Partners worked closely with that Citizen's Committee to develop several different typicals and alternates for the project. The typical was modified to a three-lane urban section in order to minimize the impacts to the historic resources. In all nine alternates were developed.



EA Partners worked with the Central Office Design to help develop computer aided graphics of current and proposed conditions on Barkley Drive.

U.S. 68 Marshall/Trigg Counties — Marshall/Trigg Counties, Kentucky

The project involved the design of an independent multi-modal path in conjunction with the improvements to 4.0 miles of U.S. 68 in an environmentally sensitive area of Land Between the Lakes. During the planning stages three (3) alternates were discussed. One followed along the existing roadway. One was an independent alignment within the proposed right-of-way and another was on a totally independent alignment within Land Between the Lakes. The design elements were coordinated with the Tennessee Valley Authority in order to involve them in the project and to receive their input on how to minimize the impact of the project through Land Between the Lakes. EA Partners Coordinated the design of the U.S. 68 Multi-Modal Path with existing and proposed trails within the Land Between the Lakes recreational area.



Town Branch Trail, Phases 1B & 2 — Lexington, Kentucky

The project was the design of approximately 1.25 miles of multi-use trail sponsored by Town Branch Trail, Inc. and performed in conjunction with Lexington-Fayette Urban County Government. The project is a segment of the five (5) mile Town Branch Trail currently under consideration. The trail had to be placed between an existing railroad and developing residential properties. The right-of-way corridor was limited and the vertical and horizontal designs for the trail had to be carefully created to match existing features and to stay within the available corridor. Design had to meet all applicable state and federal guidelines and was fast-tracked to meet funding deadlines.

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Experience □ EA Partners, PLC

Shandon Park Trunk Sewers (Phase 1 and Phase 2) — Lexington, Kentucky

The project, located in northern Lexington, involved the design of three trunk sewer systems totaling approximately 12,400LF of 12", 15", and 24" diameter sewers including two bores under Interstate 75. The purpose for the project was to upgrade the existing vitrified clay trunk sewers and eliminate four pump stations constructed in the 1960's. The portion of the sewer within the Thoroughbred Acres neighborhood was located inside the street right-of-way requiring coordination with the existing utility companies. All potential utility conflicts were exposed by hydro excavation and all existing sanitary service connections were located by video inspection of the existing sewers. Phase 1 of the project required the design to maintain service to the existing residences and keep the existing pump stations operational until downstream projects could be completed. Phase 2 of the project decommissioned the four pump stations. EA Partners, PLC conducted topographic surveys, performed preliminary and final design, prepared contract documents, negotiated easement acquisitions, provided contract administration, and as-built drawings.



Baker Court Pump Station Replacement — Lexington, Kentucky

The project, located within an industrial area on the west side of Lexington, involved the design of a submersible pump station to replace an existing compressed air station. The capacity of the station was upgraded from 35 GPM to 100 GPM and the station was brought up to current Division of Water Quality standards. EA Partners, PLC services included the performance of a topographic survey, Preliminary and Final Design, preparation of contract documents, easement acquisition, contract administration and as-built drawings.



Town Branch Trail—Mid Block Crossing—Lexington, Kentucky

The project, located west of downtown Lexington, involved the design of a connection from the Town Branch Trail to McConnell Springs, the birth place of Lexington. The design included a topographic survey of the Old Frankfort Corridor, a study of the existing profile, and the design of a new profile to provide adequate sight distance for the path crossing of Old Frankfort Pike. The design shifted the alignment to avoid disturbance to an existing stone wall while minimizing impacts to existing utilities. EA Partners, PLC participated in discussions with the Kentucky Transportation Cabinet relative to a Hawk System and intersection signalization and submitted a warrant analysis per the signal. EA Partners, PLC also prepared construction cost estimates, assisted in easement acquisition, contract administration, and attended public meetings.



The above described experiences were chosen to demonstrate EA Partners' ability to timely produce successful projects, despite evolving issues due to initially unforeseen outside influences. We pride ourselves in understanding the big picture from day one and have the ability to identify the critical path, as well as identifying and avoiding potential pitfalls. We are dedicated to serving the client. We don't "nickel and dime" and we proceed at a pace conducive to the client's needs. If selected, EA Partners commits to deliver to the LFUCG an economical, constructible set of plans that meet the goals of this project—construction of a Winter Salt Storage Facility which is safe, accessible, efficient, maintainable and cost effective.

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Albert W. Gross, P.E., P.L.S.—Principal-in-Charge/Project Manager—EA Partners *(39)

EDUCATION AND EXPERIENCE

University of Kentucky, Masters of Science
Civil Engineering 1979 - Transportation

University of Kentucky, Bachelor of Science
Civil Engineering 1974 – Structures & Soils

Experience: 44 Years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 10,350
Professional Land Surveyor - KY - # 2115

APPLICABLE TECHNICAL TRAINING

University of Kentucky: SEDIMOT II Applied Hydrology and
Sedimentology for Disturbed Areas

University of Kentucky: REAME Computer Analysis of
Slopes

Thinking Beyond the Pavement Seminar, Sponsored by
FHWA & KYDOT

PROFESSIONAL AFFILIATIONS

ASCE, KSPE, ITE, ACEC

Mr. Gross has over forty-four years experience in transportation, sanitary sewer, and stormwater management projects. Mr. Gross is the Principal-in-Charge on many of the firms site development, sanitary sewer, drainage, and water distribution projects. He is experienced in all phases of Project Development, including planning, survey, design, inspection, report writing, economical analysis and construction management. Mr. Gross is responsible for regularly monitoring performance and commitment.

Versailles Road Corridor Study | Project Manager

- Feasibility Study
- Topographic Survey
- Construction Plans
- Project Specifications
- Cost Estimates
- Meetings with Stakeholders
- Easement Exhibits and Legal Descriptions

Town Branch Trail | Fayette County | Project Manager

- 1.25 Mile Bikeway Sponsored by Town Branch Trail, Inc. and performed for the LFUCG
- Segment of 5 mile Town Branch Trail
- Designed to meet applicable State and Federal guidelines

Expansion Area Boulevards & Parkways | Fayette County | Project Manager (Hays Blvd, Polo Club Blvd & Providence Place Parkway)

- 2-Lane & 4-lane divided and undivided roadways;
- Built to LFUCG Standards;
- Bid according to LFUCG Procurement Standards;
- EA Partners Construction Management, Staking & Inspection.

* Years of Service with EA Partners

Thomas W. Hatfield, P.E., P.L.S.—Principal/Project Manager—EA Partners *(30)

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering 1981 - Hydraulics

Experience: 37 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 15133
Professional Land Surveyor - KY - # 3547

APPLICABLE TECHNICAL TRAINING

ASCE Pumping Systems Design for Civil
Engineers - 2007

Erosion Prevention and Sediment Control Certified Plan
Reviewer/ Prearer- Louisville MSD

Thinking Beyond the Pavement Seminar
(A Workshop on Context Sensitive Design)

HEC-1 Training Seminar – Dodson & Associates, Houston,
TX

Rosgen Natural Stream Restoration Workshops 2009- 2010

Level I – Fluvial Geomorphology for Engineers

Level II – River Morphology & Applications

Level III-River Assessment & Monitoring

Level IV – River Restoration & Natural Channel Design

Mr. Hatfield has over thirty-seven years experience in roadway and shared use path design and study of sanitary sewers, Floodplains, Floodways, storm sewers, water distribution systems and CLOMR/LOMR analysis for the Federal Emergency Management Agency. His experience includes all phases of project development including field surveys, property owner determination, storm sewer design, stormwater management, floodplain modeling and maintenance of traffic. He also has a vast amount of experience in highway design, drainage and hydraulic design including the use of HEC-1, HEC-RAS, KYPIPE 2000, StormCAD SEDCAD 4, and SWMM computer software programs. He has successfully managed numerous projects including the following:

- **Coolavin Rail Trail, Fayette County—Project Manager**
 - 0.5 Mile multi-use path designed for the LFUCG
 - Portion of Legacy Trail connecting to 6th Street Entertainment District
 - Located on abandoned railroad right of way
 - Extensive meetings with stakeholders
- **Hope Center Trail, Fayette County—Project Manager**
 - 0.25 mile multi-use path designed for the LFUCG
 - Studied several alternate alignments relative to adjacent railroad, property owners and Loudon Avenue intersection
 - Required coordination with R.J. Corman and CSX Railroad
 - Included gated and signalized rail crossings
- **Shandon Park Trunk Sewers, Baker Court Pump Station Replacement—Project Manager**
 - 12,400 LF of 12", 15", & 24" Sanitary Sewers
 - Two I-75 Bores
 - Pump Station Replacement
 - Easement Acquisition
 - Contract Administration

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Marc Wirtzberger, P.E.—Project Engineer—EA Partners *(18)

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering, 2000

Experience: 20 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 24798

Erosion Prevention and Sediment Control Certified Plan
Reviewer/ Preparer- Louisville MSD- #12497

PROFESSIONAL AFFILIATIONS

KSPE, ACEC

Mr. Wirtzberger has over twenty years of experience working on various projects throughout Central Kentucky and the Kentucky Transportation Cabinet. He has worked on numerous project involving complicated stormwater analysis, floodplain modeling and FEMA letters of map revision. Mr. Wirtzberger is experienced in plan preparation, quantity calculations, cost estimates, erosion control and BMP Plans, and preparations for public meetings. He is proficient in Microstation, InRoads, HEC-1, HEC-RAS, and STORMCAD. Specific project experience includes:

- **Moberly Road, Mercer County—Project Manager**
 - Study and Design of 1.2 miles of shared use path for the Kentucky Transportation Cabinet
 - Improved pedestrian and bicycle access to the Mercer County School System
 - Extensive topography field survey
 - Meetings with Stakeholders
- **US 68, Bourbon/Nicholas Counties—Project Engineer**
 - 16 miles of relocation for the Kentucky Transportation Cabinet
 - Extensive public involvement during environmental process
 - Avoidance of historic properties
 - Phase I and II Design
 - Stream Restoration and Permitting
- **Town Branch Trail, Fayette County—Project Engineer**
 - 1.25 Mile Bikeway Sponsored by Town Branch Trail, Inc. and performed for the LFUCG
 - Segment of 5 mile Town Branch Trail
 - Designed to meet applicable State and Federal guidelines

David Blackburn—Project Engineer—EA Partners *(33)

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Landscape Architecture, 1983

Experience: 36 years

PROFESSIONAL REGISTRATIONS

Registered Landscape Architect—KY #419

APPLICABLE TRAINING

Trail Design for Pedestrians & Bicycles
Stream Monitoring in the Bluegrass Region
Modeling Stormwater Runoff Reduction from Rain-
water Harvesting
Livable Communities Conference
Rails-Trails & Greenways Conference

Mr. Blackburn has over thirty-six years experience including numerous commercial and industrial site development designs. He has also worked with the LFUCG, KYTC, TVA, US Forest Services, Kentucky Trails to Trails Council and on numerous multi-use projects. The following is a sample of his experience:

US 68 – Marshall/Trigg Counties

Planner for the design of an independent bikeway in conjunction with the improvements to 4.0± miles of US 68 in an environmentally sensitive area of Land Between the Lakes. During the planning stages three (3) alternates were discussed. One followed along the existing roadway. One was on independent alignment within the proposed right-of-way and another was on totally independent alignment within Land Between the Lakes. The design elements were coordinated with the Tennessee Valley Authority in order to involve them in the project and receive their input on how to minimize the impact of the project through Land Between the Lakes. Coordinated the design of the US 68 Bikeway with existing and proposed trails within the Land Between the Lakes recreational area.

US 27 – Pulaski County

Planner of a multi-purpose bike path on US 27 in Burnside, Kentucky. The project is approximately 0.2 miles from just south of the entrance to Burnside State Park to the US 27 Bridge over Lake Cumberland. Planning included an alternate that was not parallel to US 27 as well as one which was. EA Partners is working with the District, the Parks Department, and the US Army Corps of Engineers to widen the existing causeway to Burnside Island to accentuate a turn lane and a multi-use path, which would provide connectivity between the Park and Burnside.

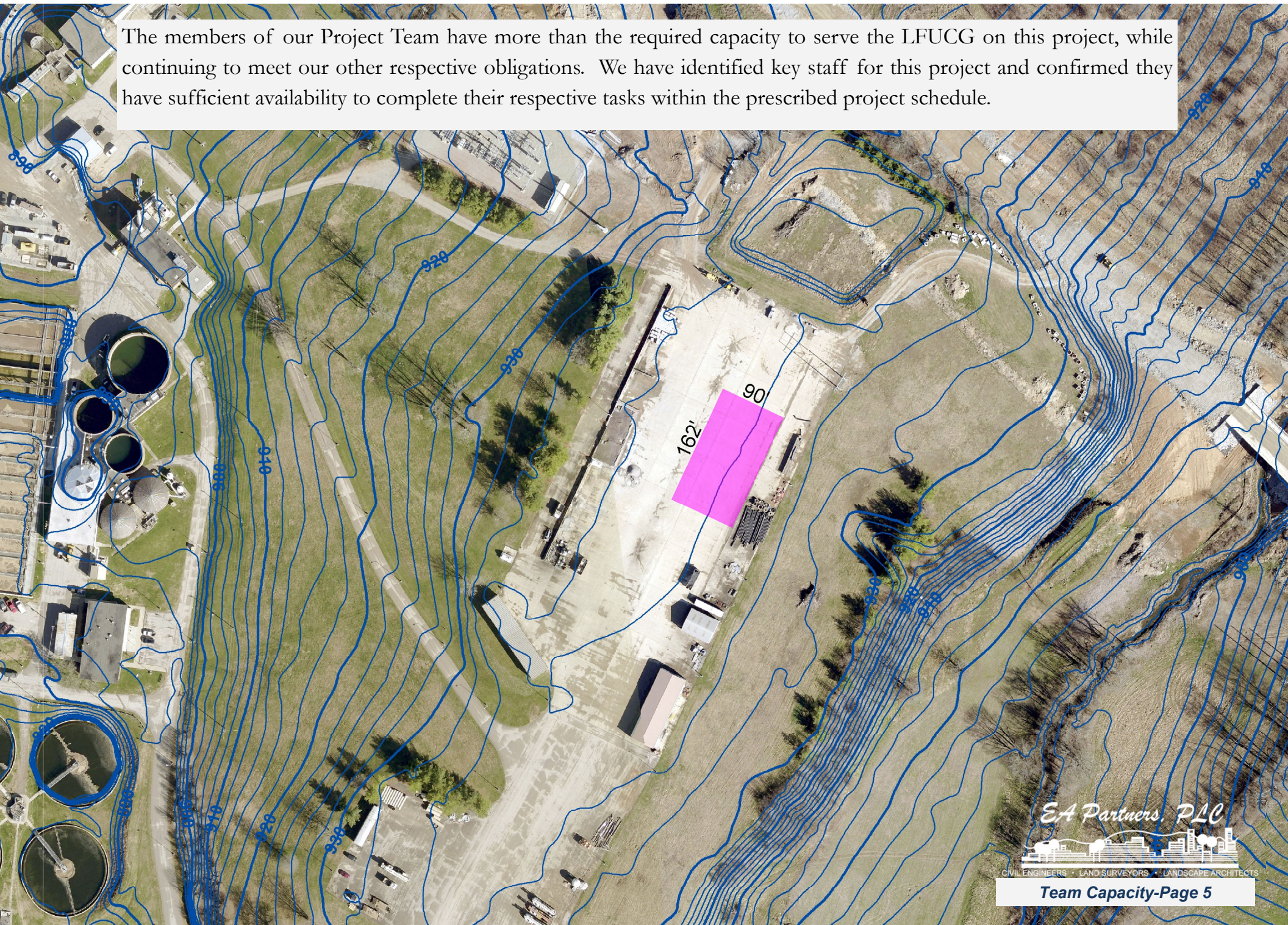
Numerous and various large commercial, industrial and multi-family sites requiring detailed accessibility and mobility grading designs including: Sumatoma 1 & 2, Southeast Freight, Bonaero, Kentucky Eagle Beer, Tiffanys, Webasto, The Marq, Tracery Oaks, The BLVD, Brighton Place, The 4057, etc.

EA Partners, PLLC



Team Capacity □

The members of our Project Team have more than the required capacity to serve the LFUCG on this project, while continuing to meet our other respective obligations. We have identified key staff for this project and confirmed they have sufficient availability to complete their respective tasks within the prescribed project schedule.



Local Employment □



Having attended the non-mandatory pre-proposal meeting, we are familiar with the details of the project.



EA Partners is a Lexington based consulting engineering firm owned and operated by Al Gross, Les Haney, Tom Hatfield, Jerry Cottingham and Rick Nunnery. 100% of the work will be performed locally.

Office Location: EA Partners, PLC
3111 Wall Street
Lexington, KY 40513



**STATEMENT OF QUALIFICATION
SUBMITTED BY:**

Firm: **EA Partners, PLC**
Address: **3111 Wall Street**
Lexington, Kentucky 40513
By: **Albert W. Gross, P.E., P.L.S.**
Title: **Partner**
E-Mail Address: **agross@eapartners.com**
Telephone: **859-296-9889**
Fax: **859-296-9887**
Date: **October 24, 2018**

EA Partners, PLC



AFFIDAVIT

Comes the Affiant, **Albert W. Gross**, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is **Albert W. Gross** and he/she is the individual submitting the proposal or is the authorized representative of **EA Partners, PLC**, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above- mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Albert W. Gross, P.E., P.L.S.

STATE OF **KENTUCKY**

COUNTY OF **FAYETTE**

The foregoing instrument was subscribed, sworn to and acknowledged before me by **Albert W. Gross** on this the **24th** day of **October, 2018**.

My Commission expires: **December 2, 2021**

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

EA Partners, PLC

Name of Business

AFFIRMATIVE ACTION PLAN

Equal Employment Opportunity (EEO) Policy Statement

The policy of EA Partners, PLC is to ensure equal employment opportunity for all persons regardless of race, color, national origin, sex (including pregnancy, childbirth or related medical conditions), age, religion, marital status, sexual orientation, veteran status and disability or any other characteristic protected by law. In keeping with this policy, such action shall include: employment, upgrading or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, on or off the job.

Equal Employment Opportunity Implementation

The partners of EA Partners, PLC ultimately have the responsibility to implement the equal opportunity employment policy.

Dissemination of Equal Opportunity Employment Policy

All members of the EA Partners, PLC staff who are authorized to hire, supervise, promote and discharge employees, or who recommend or are substantially involved in such action, will be made fully cognizant of, and will implement, the EA Partners' EEO policy and contractual responsibilities.

New employees will be apprised of EA Partners' equal opportunity policy at new employee orientation.

All recruitment sources will be reminded of EA Partners' commitment to EEO and affirmative action. All applicants will be treated without regard to race, color, religion, sex or national origin. Recruitment sources will be advised that EA Partners, PLC is an "Equal Opportunity Employer."

Job Policies and Practices

All personnel actions and programs including but not limited to compensation, benefits, layoffs, recalls, company-sponsored training, education and social and recreational programs will be administered in a nondiscriminatory manner with respect to minorities and women, provided the individual is qualified to perform the work available.

EA Partners, PLC shall continue to provide equal employment opportunity to all qualified persons and to continue to recruit, hire, train, promote, and compensate persons in all jobs without regard to race, color, religion, sex or national origin.

AFFIRMATIVE ACTION PLAN

EA Partners, PLC shall identify and analyze areas of its employment process so as to further the principles of equal employment opportunity.

Employment decisions in all areas will be made on the basis of furthering the objective of equal employment.

The recruitment, testing and hiring of all personnel will be without discrimination against any individual with regard to race, color, religion, sex or national origin.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type shall be taken without regard to race, color, religion, sex, age or national origin.

Compliance with Sex Discrimination Guidelines

It has been and will continue to be the policy of EA Partners, PLC not to discriminate on the basis of sex. In complying with these guidelines, EA Partners, PLC will continue to do the following:

- Actively recruit both men and women for all jobs.
- Referral sources, when utilized, are notified that EA Partners, PLC has no specific preference regarding sex and seeks only qualified applicants.
- Employment advertising does not express a sex preference and, if printed, does not appear in sex-segregated columns. Advertisements are followed by the statement, "Equal Opportunity Employer."
- EA Partners, PLC provides appropriate physical facilities for both male and female employees.
- EA Partners, PLC does not make a distinction between the employment treatment of a man or woman based on marital status. In addition, EA Partners, PLC does not deny employment to women with young children, nor does it terminate employees of one sex in a particular job classification upon reaching a certain age.

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WORKFORCE ANALYSIS FORM

Name of Organization: EA Partners, PLC

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	12	11	1													11	1
Superintendents																	
Supervisors																	
Foremen																	
Technicians	7	6	1													6	1
Protective Service																	
Para-Professionals																	
Office/Clerical	3		3														3
Skilled Craft																	
Service/Maintenance																	
Total	22	17	5													17	5

Prepared by: Albert W. Gross, PE, PLS, Managing Partner Date: 10/24/2018

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFQ #36-2018

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	MBE, WBE OR DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
Magna Engineers 861 Corporate Drive, Suite 210 Lexington, KY 40503		Electrical Design Mechanical Design		10%

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.

EA Partners, PLC
Company

Albert W. Gross, P.E., P.L.S.
Company Representative

October 24, 2018
Date

Managing Partner
Title

GENERAL PROVISIONS

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

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

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

EA Partners, PLLC



GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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.**

GENERAL PROVISIONS

20. Contractor {or Vendor or Vendor's Employees} will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

October 24, 2018

Date



ADDENDUM #1

RFP Number: #36-2018

Date: October 10, 2018

Subject: Design of West Hickman Salt Barn

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Duties of LFUCG's Geotech Company will include core drilling and testing of slab.
2. Plan Company will design footers/foundation.
3. See attached pre-proposal conversation points.
4. See attached pre-proposal sign-in sheet.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: EA Partners, PLC

ADDRESS: 3111 Wall Street, Lexington, KY 40513

SIGNATURE OF BIDDER: _____



WEST HICKMAN SALT BARN
ENGINEERING SERVICES PRE-PROPOSAL MEETING
KEY POINTS FROM DEPT. OF EQ&PW

1. Location is at former West Hickman WWTP compost pad. Offers strategic advantages to LFUCG
 - a. New access from Brannon Road extension improves existing plant access.
 - b. Existing concrete pad with underdrains for compost management.
 - c. Existing power grid with capacity to power new facilities.

2. Critical goals of this design effort
 - a. Control construction costs for LFUCG. A functional salt barn is the primary goal / critical path.
 - b. Locate the barn facility so that the existing pad footprint can be utilized in the future for other LFUCG structures / purposes, including a new administration building,

3. Key points
 - a. Power – LFUCG intends to upgrade service to a new panel located in the welding shop. Conversations between LFUCG and the selected consultant will need to occur so that LFUCG can, via its electrical contractor, deliver power to a point best utilized by a contractor during the barn construction phase. The power supply design objective for this project is limited to basic lighting in / on the barn and engine block plug-in locations for up to 12 units. LFUCG will be responsible for power supply to perimeter street lighting and a future entrance gate.
 - b. Geotech - LFUCG will contract directly for any geotechnical work required to design the barn foundation. The selected consultant will be required to:
 - i. field stake the locations where soil borings are to take place,
 - ii. utilize the final geotechnical report data for barn foundation design,
 - iii. Include the final geotechnical report in the project specifications.
 - c. Barn Plans – once information is obtained from the geotech report, LFUCG will direct purchase plans from the salt barn vendor.
 - d. Stormwater Management
 - i. any salt barn stormwater discharges subject to Kentucky Division of Water permit coverage will likely be handled under the existing WWTP KPDES permit. That permit is in the 30 day public notice phase and LFUCG has already had preliminary conversations with DOW regarding potential point source discharges from the proposed salt barn. The selected consultant is not expected to have any role in those discussions.

- ii. LFUCG intends to design and construct, outside the scope of this contract, a point of discharge for a control area within the salt barn operational area. The selected consultant will be expected to design a control area that collects road salt saturated stormwater and conveys it, via gravity, to the designated point of discharge.

SIGN-IN SHEET
Pre-Proposal Meeting 36-2018 Design of West Hickman Salt Barn
October 10, 2018 @ 12:00 PM

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Sondra Stone	LFUCG		859-258-3320	sstone@lexingtonky.gov
Sherita Miller	LFUCG		859-258-3323	smiller@lexingtonky.gov
George Milligan	EP & PW		859-258-3502	gmilligan@lexingtonky.com
Liz Drenst	Staud		859-225-8500	liz.drenst@staud.com
Chris Sivby	Cornerstone Engineering	MBE	502-493-2717	Chris@cei-engineering.com
Stephanie Blein	Palmer Engineering		859-385-1352	sklaine@palmeret.com
MIKE CARROLL	PCI		859-260-1930	mcarroll@pciapp.com
Charles Marko	LFUCG		859 425 2400	chmarko@lexingtonky.gov
JOHN HARTFIELD	EA PARTNERS		859-296-9889	THARTFIELD@EAPARTNERS.COM

SIGN-IN SHEET

TEAM

No TEAM is complete without EA