

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of September 22, 2021 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and EHI Consultants (**PROFESSIONAL**). **OWNER** intends to proceed with design services in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include parking lot design, construction documents, construction administration and related services for the city as contemplated in the **OWNER**'s Request for Proposal No. RFP-25-2021. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. RFP-25-2021.

PROFESSIONAL shall provide design services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** 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 PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. RFP-25-2021 (Exhibit "A") and **PROFESSIONAL**'s Response dated September 1, 2021 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. RFP-25-2021 (Exhibit "A").

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. **OWNER** will provide site surveys to **PROFESSIONAL** in digital format to be used as base information for the project.

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement

and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. RFP-25-2021 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", 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 **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 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 **PROFESSIONAL'S** services.

- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "A" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'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 delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule 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 the **OWNER** of any of its rights in the Agreement. Section 6.5, under **DISPUTES**, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** 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 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'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. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services, less the Field Survey cost of \$4,000, is established in the Fee Schedule detailed on pages 13-15 of Exhibit B.

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. PROFESSIONAL may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** 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 **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, 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 **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** 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 **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. PROFESSIONAL binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall

not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** 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 **PROFESSIONAL** 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 **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute 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 **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

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

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it 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 **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract 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 **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No RFP-25-2021 are incorporated herein by reference as if fully stated. Copies of the required Certificates of -Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** 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 **PROFESSIONAL** 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 **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, 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

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. 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 **PROFESSIONAL**.

8.3. 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.

8.4. 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 (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda Gorton
MAYOR

Date: 11/5/2021

ATTEST:

Mackenzie Stock
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (EHI CONSULTANTS):

Signature: [Signature]

Printed Name: RYAN HOLMES

Position: PRINCIPAL

Date: 09/27/2021

COMMONWEALTH OF KENTUCKY
COUNTY OF (Jefferson)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

Ryan Holmes as Principal for

and on behalf of EHI, on this the 27 day of

September, 2021.

My commission expires: 7/13/2024



[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY

Nadia Herbst-McConnell
KYNP 10654

EXHIBIT A



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #25-2021 Design Services for Parking Lot Renovation and Construction** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 1, 2021**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 10%
3. 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 schedule. 20%
4. Familiarity with the details of the project. 10%
5. Degree of local employment to be provided by person or firm. 20%
6. Estimated cost of services. 20%

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

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

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."

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
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

Firm Submitting Proposal: _____

Complete Address: _____
 Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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 (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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-Owned 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled 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, managed and controlled 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.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Byne	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orwbc.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	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

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

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

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

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

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

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

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

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

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

Company

Date

Company Representative

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence
Excess/Umbrella Liability	\$2 million per occurrence

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR 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

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

**Request for Proposals
Design Services for Parking Lot Renovation and Construction
in Shillito & Southland Parks Parking Lot Renovation**

Lexington Parks and Recreation is requesting proposals for design services for multiple parking lots located at 300 West Reynolds Road and 625 Hill N Dale Road in Lexington, KY. The project areas comprise approximately 130,000 sq.ft. of existing asphalt or gravel. See Appendix 1, pages 1 and 2 for project scope. Project objectives include increasing parking capacity while maintaining safe parking for visitors and promoting a safe and efficient drop off for park guests. The areas to be paved are within park boundaries and adjacent to areas of high activity in which guests are frequently dropped off and picked up.

A. Scope of Work

1. Site Plan

Topographic survey to be provided by owner. The Consultant shall be responsible for field verifying all data provided and shall include this data in the project documents. The Consultant shall prepare an initial analysis of pre-construction and post-construction water runoff on existing basins at Shillito Park. Shillito Park site design shall prioritize water quality and minimize impact on existing basins. The Consultant shall also recommend if any geotechnical investigation is advised; Owner shall pay this cost directly based on the Consultant's recommendations.

2. Meetings and Milestones

The Consultants shall be expected to attend meetings with Parks and Recreation staff for project kick-off, review of meetings at 50% and 100% completion of schematic design, review meetings at 50% and 100% of construction documents and for review of bids (Bidding & Negotiation). If additional meetings are requested by the Owner, compensation shall be negotiated using hourly rates submitted with the proposal.

3. Schematic Plans & Cost Estimate

The Division of Parks and Recreation shall provide the detailed parameters which the new parking areas must meet or exceed. Upon approval of the schematic design, the Consultant shall provide an estimate of cost prior to beginning construction documents. The Consultant shall provide plans, and whatever horizontal and/or vertical sections are required to communicate the recommended course of action.

4. Approvals and Permits

The Consultant shall include in the scope of work; all time, work and meetings, with city officials, as required to prepare necessary permit applications and/or approval for the project.

5. Construction Documents

The Consultant shall develop detailed construction documents including drawings, details, sections, general notes and all appropriate technical specifications so that the project can be bid. Work in this phase shall include meetings with all regulatory agencies.

required to obtain approval of the construction documents prior to bid (if applicable). Parks and Recreation, in conjunction with the Division of Purchasing, will provide all sections of the bid specifications (General Conditions, Labor, etc.) needed for public bid. All technical specifications shall be provided by the Consultant. The Consultant is expected to attend the pre-bid meeting, assist the Owner in responding to questions during bidding and help evaluate the bids received.

6. Construction Administration

After bids are opened and a Contractor selected, the Consultant will be expected to attend a pre-construction meeting to review the project in detail, provide the Contractor with details about any permits and approve initial submittals or shop drawings (if any). While Parks and Recreation staff shall perform routine site inspections, the Consultant shall be expected, at a minimum, to attend regular progress meetings, critical site inspections and perform "trouble-shooting" during construction. Throughout the duration of the construction, the Engineer shall be required to review and approve submittals, review and certify applications for payments to the prime contractor and facilitate preparation of final record drawings, warranty follow-up and project closeout.

7. Deliverables

The Consultant shall provide one (1) full set of the construction documents in PDF format for bidding purposes. Additionally, the scope shall include providing the selected contractor with AutoCAD file(s) and the Owner with as-built drawings of the completed work on the provided topographic survey in both AutoCAD and PDF formats.

B. Project Timeline

Construction documents must be completed no later than December 31, 2021 for bidding in January 2022 construction to begin in spring 2022.

C. Selection of Consultant

Consultant will be selected based on the following criteria:

1. Specialized experience and technical competence of the person for firm (including a joint venture or association) with the type of service required. 20%
2. Capacity of the person or firm to perform the work. 10%
3. 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 schedule. 20%
4. Familiarity with the details of the project. 10%
5. Degree of local employment to be provided by person or firm. 20%
6. Estimated cost of services. 20%

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of elected officials and Urban County Government staff will evaluate the proposals.

D. Methods of Payments for Services of Consultant

For Basic Services.

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. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is represented below.

Provide a Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

Consultant Services		Lump Sum Fee
1. Site Plan, Schematics & Cost Estimate		\$
2. Construction Documents		
	50% Completion	\$
	100% Completion	\$
3. Permit Application Preparation (if needed)		\$
4. Bidding & Negotiation		\$
5. Construction Administration		\$
6. As-built Drawings		\$
Total		\$ _____

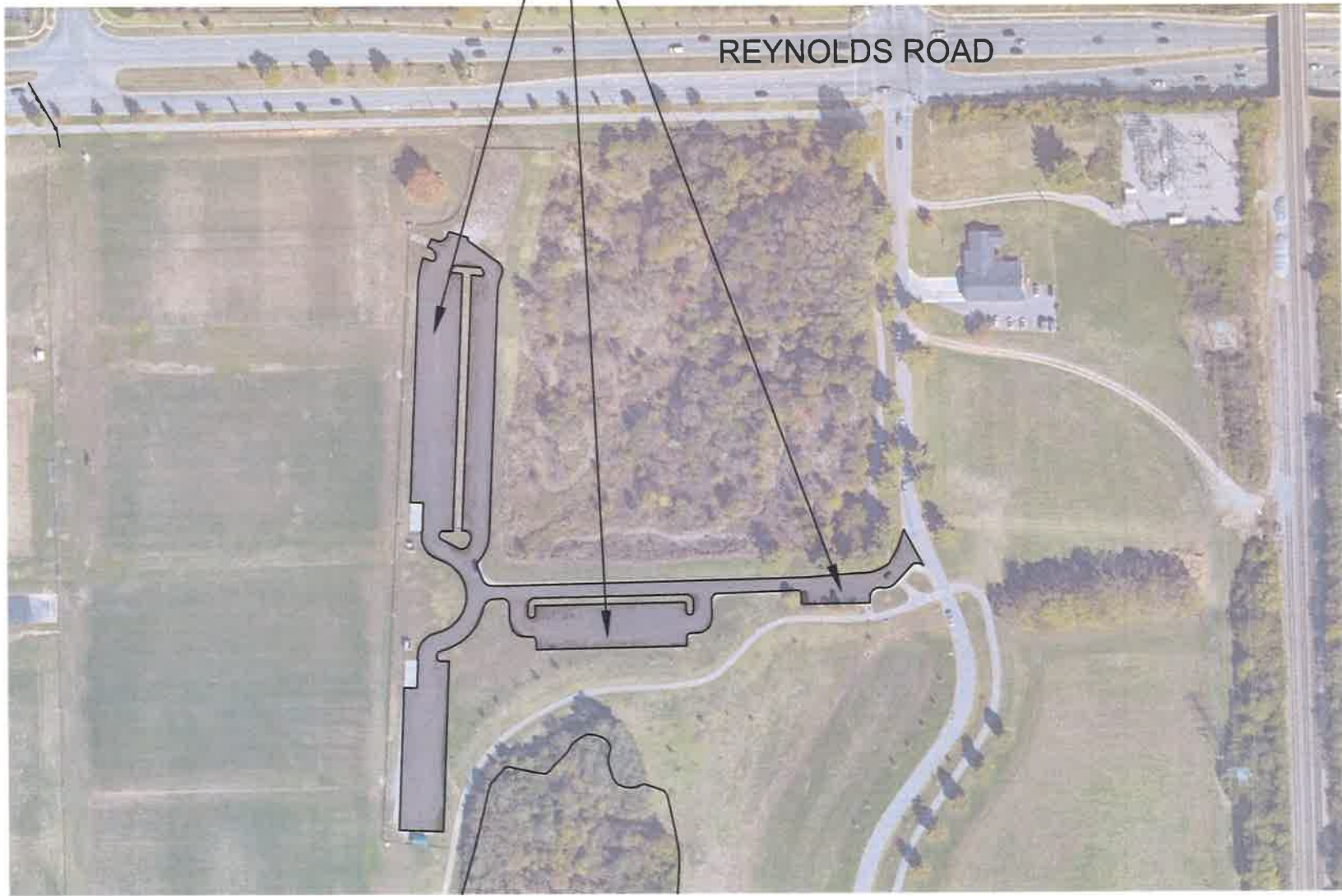
Unit Pricing

- a. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services 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).
- b. 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.
- c. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 0%.

<u>TITLE/SKILL LEVEL</u>	<u>HOURLY RATE</u>



NEW PAVEMENT
(82,000 SQUARE FEET)



REYNOLDS ROAD



Shillito Park
PARKING LOT REPAIR

300 W. Reynolds Road
Lexington, Kentucky



LEXINGTON
Parks & Recreation

469 Parkway Drive Lexington, Kentucky 40504
PH: 606.338.5299 FAX: 606.338.2699

Drawn by: BR
Date: 07/14/21
Design by:
Revisions:
Sheet: PAGE 2

NEW PAVEMENT & CONFIGURATION
(15,450 SQUARE FEET)

MINOR REPAIR, SEAL & STRIPE
(33,500 SQUARE FEET)



Southland Park
PARKING LOT REPAIR

625 Hill-n-Dale Rd.
Lexington, Kentucky

LEXINGTON
Parks & Recreation

469 Parkway Drive Lexington, Kentucky 40504
PH: 858.298.2999 FAX: 858.298.2999



Drawn by: BR
Date: 07/21/21
Design by:
Revisions:
Sheet: PAGE 1



EXHIBIT B



LEXINGTON

**RFP-25-2021
EHI Consultants
EHI Consultants
Supplier Response**

Event Information

Number: RFP-25-2021
Title: Design Services for Parking Lot Renovation and Construction
Type: Request For Proposal
Issue Date: 8/11/2021
Deadline: 9/1/2021 02:00 PM (ET)
Notes: Only online submittals will be accepted through IonWave.

Contact Information

Contact: Sondra Stone
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: ssone@lexingtonky.gov

EHI Consultants Information

Contact: Ryan Holmes
Address: 815 West Market Street
Suite 304
Louisville, KY 40202
Phone: (502) 992-3194
Email: rholmes@ehiconsultants.com
Web Address: www.ehiconsultants.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Ryan Holmes

Signature

Submitted at 9/1/2021 11:23:11 AM

rholmes@ehiconsultants.com

Email

Response Attachments

EHI_RFP 25-2021_FINAL.pdf

EHI Consultants' RFP #25-2021 Submittal: Design Services for Parking Lot Renovation and Construction



DESIGN SERVICES FOR PARKING LOT RENOVATION AND CONSTRUCTION

PREPARED FOR: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

REQUEST FOR PROPOSAL: DESIGN SERVICES FOR PARKING LOT RENOVATION AND CONSTRUCTION

RFP NUMBER: 25-2021

PREPARED BY: **EHI CONSULTANTS**

IN PARTNERSHIP WITH:

INTEGRATED ENGINEERING, PLLC, OPERATING AS PRIME AE GROUP, INC



333 WEST VINE STREET
SUITE 300
LEXINGTON, KY 40507
EHICONSULTANTS.COM

SEPTEMBER 1, 2021



September 1, 2021

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

**SUBJECT: REQUEST FOR PROPOSAL #25-2021
DESIGN SERVICES FOR PARKING LOT RENOVATION AND CONSTRUCTION**

Dear Mr. Slatin,

We are pleased to submit our proposal in response to the RFP for the Design Services for Parking Lot Renovation and Construction. EHI has assembled a highly-qualified engineering and design team of award-winning professionals with national, local, and regional knowledge and experience. The EHI Team has been assembled to complete the site assessment and feasibility study efficiently and effectively.

Teaming with Integrated Engineering, provides an additional level of engineering design, surveying, and supportive services to the project. Our team understands its importance to assist you in the completion of this project in a resourceful manner.

Our team has the capacity, resources, and expertise to effectively address the work tasks identified in this RFP. The EHI Team is excited to work alongside LFUCG Engineering staff to develop an economical and sustainable design solution.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Holmes'.

Edward J. Holmes, AICP, President

333 WEST VINE STREET
SUITE 300
LEXINGTON, KY 40507
EHICONCONSULTANTS.COM

ED HOLMES
PRESIDENT
859.425.4881
HOLMES@EHICONCONSULTANTS.COM

MIKE PEAK
PROJECT MANAGER
502.992.3191
PEAK@EHICONCONSULTANTS.COM

Firm Profile

Consulting Team

EHI Consultants (EHI) a Lexington-based engineering and planning firm, has assembled a team of highly qualified engineering, planning, and design professionals that are experienced in creating award-winning neighborhood revitalization plans for communities locally, regionally and nationally. EHI will partner with Integrated Engineering, a Lexington-based engineering design firm. Collectively, the team will have multiple engineers, architects, and other support staff that will be dedicated to delivering comprehensive site assessment to LFUCG. Our team has a strong working relationship as we have collaborated on several projects in other communities. Our team understands the importance of architectural and engineering design for the overall vitality. Together with the LFUCG staff, we will develop creative and sustainable solutions for the project.

EHI provides expertise in civil engineering and planning. Our engineering and planning services are based on our staff of highly qualified, licensed, civil engineers and planners. Their experience and qualifications give us the capabilities to provide site and roadway design, erosion control, and grading and drainage as part of our engineering services. EHI also provides urban design, neighborhood planning, comprehensive plans, as well as public meeting facilitation as planning services.

EHI is a designated HUBZone and Disadvantaged Business and a member of the TriState Minority Supplier Development Council. We are certified to do business in the Commonwealth of Kentucky and with the State of Kentucky Transportation Cabinet as a Disadvantaged Business Enterprise (DBE), being pre-qualified to perform services in the areas of Rural Roadway Design, Urban Roadway Design, Highway Planning Services, Bikeway Planning, EIS Writing and Coordination, and Socioeconomic Analysis.

We are committed to the improvement of the natural, social, physical and cultural environments. EHI believes that engineering, design and planning should complement each other and are not mutually exclusive.

Integrated Engineering, PLLC was founded in August of 2006 and since that time have rapidly grown to a strong core group of Professional Engineers, Professional Surveyors, and Engineering Technicians. PRIME AE's recent acquisition of Integrated Engineering expands our overall capabilities and portfolio. With a combined staff of 426 professionals, PRIME AE and Integrated Engineering have developed a strategy that unites the combined strength of both firms to best fulfill the goals of our partners and our employees, positively impacting the communities in which we serve.



333 WEST VINE STREET
SUITE 300
LEXINGTON, KY 40507
EHICONULTANTS.COM



INTEGRATED ENGINEERING
166 PROSPEROUS PLACE
SUITE 220
LEXINGTON, KY 40509

Key Personnel

The project will be administered from EHI's Lexington office. All key personnel to the project are located locally and have the availability and resources to meet and efficiently communicate with all staff involved with the project.



ED HOLMES, AICP: Principal-In-Charge - Principal and President of EHI Consultants, Ed has over 35 years of planning experience, with a special focus on project management, land use, comprehensive and neighborhood and corridor planning, concentrating on the areas of infill and redevelopment.



RYAN HOLMES, AICP: Project Planner - Ryan has over 13 years of experience focusing on incorporating sustainable planning strategies into redevelopment, which emphasize community revitalization, quality of life, and economic development. He will serve as Project Planner and will support Mike in managing the project.



MIKE PEAK, PE: Project Manager / Lead Engineer - Mike has managed a broad range of projects, including the review, design, and production of KYTC and local roadway construction, airport design, and site design plans. Mike brings a strong understanding of design and analysis of bike/pedestrian facilities, utilities, and erosion control. He will serve as Project Manager and will be the main point of contact.



James Chambliss, PLS: Survey Manager - James has over 42 years of experience in land surveying and construction industries with specific experience in the oil and natural gas industry. He is familiar with all aspects of conventional and GNSS surveying methods and equipment as well as UAS (drone) mapping. James' project experience includes work on boundary surveys, land development construction, highway route and bridge surveys, gas and liquid pipelines, gathering systems, compression facilities, metering, and regulation facilities. He will serve as Survey Manager of the project.

Project Approach

Background

Based on the parking lot renovation scope of work, EHI has the capacity and capabilities to perform the services identified and requested. The scope fits nicely within our engineering capacity as we have performed several similar type projects in Lexington and other communities. We provided civil and site engineering services for Fayette County Public Schools, such as James

Lane Allen and Garrett Morgan Elementary Schools, The Met Development in Lexington, KY, and the West Market Apartments in Louisville, KY. We are pre-qualified by the Kentucky Transportation Cabinet in roadway engineering and our relevant project cut sheets included in this proposal details our work examples.



FIGURE #1: existing conditions for the larger asphalt Southland Park Parking Lot



FIGURE #2: existing conditions for the smaller asphalt Southland Park Parking Lot

Project Approach

The Shillito & Southland Parks Parking Lot Renovation is identified to repair and reconstruct three parking lots comprised of approximately 130,000 square feet of existing asphalt or gravel. The main goals to be achieved from this project are to increase parking capacity, maintain safer parking for park guests, and promote a safe and efficient drop off area for park guests. Additionally, the existing Shillito parking lot is comprised entirely of gravel (see Figure #3) and its design will include water quality measures to address the increased stormwater runoff and minimize impact on existing basins. All of these elements will play an important role in the design and development of this project.



FIGURE #3: existing conditions for the gravel Shillito Park Parking Lot

Project Approach

Critical Issues

Based on our review of this RFP, aerial photography, and current LFUCG engineering standards; along with our site observations, we have identified some critical design issues that need additional consideration throughout the planning and design of this project:

1. **Southland Park Parking Lot #1 – approximately 33,500 square feet**

a. Parking lot repairs & striping

Based on the planning level concept provided by this RFP, our site observations, and previous parking lot design experience, we noticed that this parking lot is in mostly good condition and only needs minor repairs, sealing, & re-striping as stated in this RFP (see Figure #1). For the single cracks that are isolated (see Figure #4), they will be evaluated to see if can be repaired with an LFUCG-approved asphalt sealer. For multiple cracks that are closer together (see Figure #5), they will need to be further evaluated for the extent of damage to where more in-depth repairs, such as replacing the asphalt surface layer, will be required to prevent pothole formation. Once the evaluation of the parking lot is complete, we will develop an overall cost estimate for the repairs and re-striping based on current LFUCG unit prices. After the repairs are complete, this parking lot will be re-striping to match the existing markings based on MUTCD and LFUCG parking lot layout standards.



FIGURE #4: examples of single cracks that can be repaired using an asphalt sealer

Project Approach

b. Drainage & utility issues

Although this RFP does not mention any drainage issues or utility conflicts for this parking lot, we will take both into account during the evaluation of the condition of this parking lot. Based on our site observations, we initially foresee minimal to no impacts to the drainage and utilities for this parking lot. However, if any utility is impacted by the repairs after being field verification is completed, we will coordinate with the affected utility companies to identify any service lines and/or structures to minimize any impacts to them in a timely manner before the repairs can begin. As for drainage, if any issues arise after a heavy rain event, such as water ponding in a random location, we will coordinate with LFUCG to correct these issues to maintain positive drainage for this parking lot.



FIGURE #5: examples of multiple cracks that needs further evaluation for more in-depth repairs & early stages of pothole formation (pointed out in red)

Project Approach

2. Southland Park Parking Lot #2 - approximately 15,450 square feet

a. Parking lot layout & striping

Based on the planning level concept provided by this RFP, our site observations, and previous parking lot design experience, we noticed that regardless of the condition of this parking lot, the existing width of the paved area for parking does not meet current LFUCG engineering standards based on the current 45° angle of the 8.50-foot width parking stalls. Currently, the paved area for the one-way two-sided parking with is about 43' and the unpaved width is about 7' (see Figure #2). To keep all parking off the unpaved areas, there is enough space within



FIGURE #6: example of a one-way two-sided parking lot striped at a 45° angle with the correct pavement width

the project site to construct a new 48-foot width parking based on the existing parking lot layout per current LFUCG engineering standards. Additionally in terms of safety improvements, there is enough space to install standard header curbs or concrete parking blocks as needed to provide a barrier zone between the parked and moving vehicles, keep vehicles off the unpaved areas, and promote safety and more efficient drop off for park guests and other pedestrians. Once the design of the parking lot is complete, we will develop an overall cost estimate for the reconstruction of the parking lot, sidewalk additions, new crosswalk striping near the parking lot's entrance, and parking lot re-striping based on current LFUCG unit prices. Furthermore, we will coordinate with LFUCG to prepare and submit the necessary permit applications required for the reconstruction of this parking lot. After the reconstruction are complete, this parking lot and adjacent areas will be re-striped based on MUTCD and LFUCG parking lot layout standards.

b. Topographical & Geotechnical surveys

Since this parking lot will be reconstructed, a topographical survey will be required so that our proposed grading design will match closely to the existing grading while minimizing the limits of its construction. Also, a geotechnical investigation is advised to investigate the underlying soil conditions and recommend the thicknesses of the asphalt surface, base, and type of subgrade.

c. Drainage & utility issues

Although this RFP does not mention any drainage issues or utility conflicts for this parking lot, we will take both issues into account during the redesign of this parking lot. Based on our site observations, we initially foresee minimal to no drainage issues or utility impacts for this parking lot, which can be verified by a topographical survey.

Project Approach

However, if any utility is impacted by the reconstruction of this parking lot, we will coordinate with the affected utility companies to identify any service lines and/or structures to minimize any impacts to them in a timely manner before reconstruction. As for drainage, it is feasible

3. Shillito Park Parking Lot - approximately 82,000 square feet

a. Parking lot layout & striping

Based on the planning level concept provided by this RFP, our site observations, and previous parking lot design experience, we noticed that it is feasible to reconstruct the existing gravel parking lot as an asphalt parking lot with a similar grading to the grading of the existing layout (see Figure #3). By converting the parking lot from gravel to asphalt, the number of parking spaces can be increased by striping the parking spaces perpendicular to the travel lanes at a constant width based on MUTCD and LFUCG parking lot layout standards. In addition, we will evaluate the condition of the existing concrete handicapped parking spots and incorporate them into our design if they are in good condition (see Figure #7). While it may not be feasible to use the existing barrier walls within this parking lot, they can be used for guidance for the layout of the new asphalt travel lanes and parking stalls. In terms of safety improvements, there is enough space to install standard header curbs or concrete parking blocks as needed to provide a barrier zone between the parked and moving vehicles, keeping vehicles off the unpaved areas, and promote safety and a more efficient drop off for park guests and other pedestrians.

Once the design of the parking lot is complete, we will develop an overall cost estimate for the reconstruction of the parking lot, sidewalk additions, and parking lot re-striping based on current LFUCG unit prices. Alternately, the cost estimate for this parking lot can be broken

to redesign this parking lot based on its existing grades with minor drainage improvements. Also, we will coordinate with LFUCG to evaluate and correct any drainage issues that arise to maintain positive drainage for this parking lot.

up into multiple parts if funding issues arise to where this parking lot can be constructed in multiple phases. Furthermore, we will coordinate with LFUCG to prepare and submit the necessary permit applications required for the reconstruction of this parking lot. After the reconstruction are complete, this parking lot and adjacent areas will be re-striping based on MUTCD and LFUCG parking lot layout standards.



FIGURE #7: an example of the existing concrete handicapped parking spaces surrounded by the gravel parking lot

Project Approach

b. Topographical & Geotechnical surveys

Since this parking lot will be reconstructed, a topographical survey will be required so that our proposed grading design will be similar to the existing grading. Also, a geotechnical investigation will be required to investigate the underlying soil conditions and recommend the thicknesses of the asphalt surface, base, and type of subgrade.

c. Grading & Drainage design

Since the majority of the asphalt parking lot is already developed with existing drainage patterns, the grading & drainage for the proposed asphalt parking lot can use the existing grading as a starting point once verified by a topographical survey. With curb and gutter likely being added for most or all of this parking lot, a drainage analysis will be required per LFUCG standards to see how much storm sewer infrastructure will be needed to direct the stormwater runoff and maintain positive drainage. Given that this parking lot is within a public park, we will keep the use of traditional storm sewer infrastructure to a minimum for aesthetic purposes. Since our design will add new impervious surfaces, we will investigate and implement the appropriate water quality measures to reduce the post-construction stormwater runoff levels to match pre-construction levels and minimize the impact to the existing detention basins. As for green infrastructure, such as porous asphalt for the parking stalls, rain gardens, landscaping, and bioswales, we will investigate the types of infrastructure that are applicable for this project and incorporate it into our design as desired by LFUCG (see Figure #8).

d. Utility coordination

Although this RFP does not mention any utility conflicts for this parking lot also, we will take them into consideration during the design of this parking lot. Based on our site observations, we initially foresee minimal to no utility impacts for this parking lot, which can be verified by a topographical survey. However, if any utility is impacted by the reconstruction of this parking lot, we will coordinate with the affected utility companies to identify any service lines and/or structures to minimize any impacts to them in a timely manner before reconstruction.



FIGURE #8: examples of green infrastructure options for a parking lot striped at a 90° angle

Project Approach

4. Erosion & sediment control plans - all parking lots

For most new construction projects, erosion and sediment control plans are developed to provide stormwater quality during and after construction. These plans typically include all applicable best management practices (BMPs) for the disturbed areas of the project site and a stormwater pollution prevention plan (SWPPP) to be developed in accordance with current LFUCG standards.

5. Maintenance of Traffic - all parking lots

Once the preliminary plans are completed, we will evaluate if additional coordination is needed to establish a specific maintenance of traffic plan to be included in the bid documents. Based on our initial review we are confident that construction notes requiring that the Contractor maintain access in and out of all entrances and public roadways during the repairs and construction and that the Contractor will submit a maintenance of traffic plan for review at the pre-construction meeting will suffice for this project. We will work closely with LFUCG's Parks & Recreation to discuss potential temporary sectional closures for each parking lot during the repairs and construction.

6. Bidding & construction administration - all parking lots

The final part of the design phase of this project is bid and construction administration processes. We are familiar with these processes from our previous projects and will assist LFUCG to complete the tasks typically done during these processes. These tasks include responding to technical questions, preparing addenda, approving alternates, tabulating, and evaluating bids received, providing a written recommendation of award, review and approve shop drawings, and review and approved change orders as needed. Furthermore, we will anticipate making design changes during this phase in the case of field-related issues that may come up that is beyond our control.

Fee Schedule

EHI PROJECT HOURS FOR SHILLITO & SOUTHLAND PARKS PARKING LOT RENOVATION	
	Amount
Task 1: Site Plan, Schematics, & Cost Estimate	
Field Survey	\$ 4,000.00
Southland Park Parking Lot #1 (approx. 33,500 square feet) plan set - site layout repairs, striping, grading & drainage, and utilities	\$ 1,000.00
Southland Park Parking Lot #2 (approx. 33,500 square feet) plan set - site layout, striping, grading & drainage, and utilities	\$ 2,000.00
Shillito Park Parking Lot #1 (approx. 82,000 square feet) plan set - site layout, striping, grading & drainage, and utilities	\$ 3,000.00
Schematic cost estimate & quantities	\$ 1,000.00
Meetings	\$ 1,000.00
TOTAL	\$ 12,000.00
Task 2a: 50% Construction Documents	
Southland Park Parking Lot #1 (approx. 33,500 square feet) plan set - site layout repairs, striping, grading & drainage, and utilities	\$ 1,000.00
Southland Park Parking Lot #2 (approx. 33,500 square feet) plan set - site layout, striping, grading & drainage, and utilities	\$ 2,000.00
Shillito Park Parking Lot #1 (approx. 82,000 square feet) plan set - site layout, striping, grading & drainage, water quality, green infrastructure, and utilities	\$ 3,000.00
Meetings	\$ 500.00
TOTAL	\$ 6,500.00

Fee Schedule

EHI PROJECT HOURS FOR SHILLITO & SOUTHLAND PARKS PARKING LOT RENOVATION	
	Amount
Task 2b: 100% Construction Documents	
Southland Park Parking Lot #1 (approx. 33,500 square feet) plan set - site layout repairs, striping, grading & drainage, and utilities	\$ 1,000.00
Southland Park Parking Lot #2 (approx. 33,500 square feet) plan set - site layout, striping, grading & drainage, and utilities	\$ 2,000.00
Shillito Park Parking Lot #1 (approx. 82,000 square feet) plan set - site layout, striping, grading & drainage, water quality, green infrastructure, and utilities	\$ 2,000.00
Erosion control plans	\$ 2,000.00
Final cost estimate & quantities	\$ 1,000.00
Meetings	\$ 500.00
TOTAL	\$ 8,500.00
Task 3: Permit Application Preparation (if needed)	
Permit Application Preparation	\$ 3,000.00
TOTAL	\$ 3,000.00
Task 4: Bidding & Negotiation	
Addressing addenda, technical questions, alternates, tabulations, evaluating bids, and approving awards	\$ 3,000.00
TOTAL	\$ 3,000.00

Fee Schedule

EHI PROJECT HOURS FOR SHILLITO & SOUTHLAND PARKS PARKING LOT RENOVATION	
	Amount
Task 5: Contract Administration	
Review & approve shop drawings	\$ 2,000.00
Review & approve change orders	\$ 2,000.00
TOTAL	\$ 4,000.00
Task 6: As-built Drawings	
As-built Drawing Preparation	\$ 4,000.00
TOTAL	\$ 4,000.00
PROJECT TOTAL	\$ 41,000.00

Fee Schedule

UNIT PRICING	
TITLE/SKILL LEVEL	HOURLY RATE
Principal	\$ 190.00
Project Manager	\$ 175.00
Professional Engineer	\$ 125.00
Professional Land Surveyor	\$ 120.00
CAD Technician	\$ 100.00

Principal-In-Charge



EDWARD HOLMES,
AICP
PRESIDENT

EDUCATION

Bachelor of Arts, Urban Planning & Design, University of Cincinnati

EXPERIENCE

Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States. He has been recognized by the planning profession for his planning efforts in neighborhood planning, environmental justice and farmland preservation.

NEWTOWN PIKE EXTENSION

LEXINGTON, KENTUCKY

EHI managed and led a design team of professionals in the planning and redevelopment of the Southend Park Neighborhood. This project consisted of the planning, design and redevelopment of a 25-acre urban neighborhood near downtown that was recently impacted by the extension of the Newtown Pike Roadway.



LFUCG SMALL AREA PLANS

LEXINGTON, KENTUCKY

EHI led the development of various neighborhood plans throughout Lexington. The neighborhood plans provided a development framework used to guide both public infrastructure and private investment efforts for the purpose of neighborhood revitalization and creating more livable, connected and sustainable places.



MAGOFFIN CO. COMPREHENSIVE PLAN

MAGOFFIN COUNTY, KENTUCKY

EHI oversaw the development of a Comprehensive Economic Development Plan. The plan developed a multi-faceted approach in providing economic opportunity while improving the overall quality of life for residents. The plan includes strategies for tourism development, business diversification, workforce development and disaster mitigation.



DIXIE HIGHWAY BUS RAPID TRANSIT

LOUISVILLE, KENTUCKY

EHI provided civil engineering design services for adding a bus rapid transit (BRT) route to service residents living along Dixie Highway and other major streets throughout the route in Louisville. Tasks consisted of inventorying of existing utilities and assisting in the development of preliminary utility concept plans, and public involvement.





Project Manager / Lead Engineer



MIKE PEAK,
PE
CIVIL ENGINEER

EDUCATION

Bachelor of Science, Civil Engineering, University of Louisville
Master of Engineering, Civil Engineering, University of Louisville

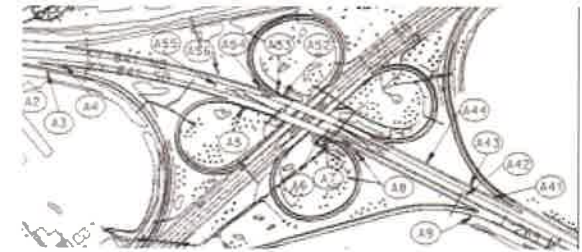
EXPERIENCE

Mr. Peak joined EHI Consultants in 2005. As project engineer at EHI Consultants, Mr. Peak has performed multiple tasks for the review, design, and production of KYTC and local roadway construction, airport design, and site design plans. Some examples of tasks completed for these plans include, drainage analysis, culvert analysis, site grading, maintenance-of-traffic(MOT) plans, right-of-way (ROW) acquisition, quantities, and cost estimates, permanent signage plans, permanent striping plans, project quantity summaries, and cost estimates. He also has experience in design and analysis of bike/pedestrian facilities, utilities, and erosion control.

GARRETT MORGAN ELEMENTARY SCHOOL

LEXINGTON, KENTUCKY

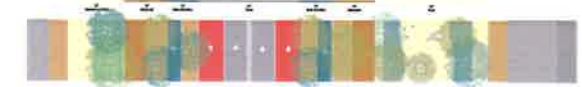
This project consisted of civil engineering design services for a new 73,000 SF building and parking for a new elementary school in Fayette County, Kentucky. Project tasks consisted of grading and drainage that includes a bus loop, a parent drop-off loop, and parking, drainage and culvert design, utility design (water, gas, and sanitary sewer), erosion control design, and water quality analysis.



MIDLAND AVENUE MIXED-USE DEVELOPMENT

LEXINGTON, KENTUCKY

Mr. Peak is leading the civil design services for a new mixed-use building for residential and commercial purposes along with a renovation and expansion of the current building on a redeveloped property near downtown Lexington. Project tasks consists of final site utility plans, specifications, final erosion control plans, specifications, and construction administration.



BEREA COLLEGE

BEREA, KENTUCKY

This project is located within the Berea College campus and consisted of a major renovation of the lower level of the Alumni Building and renovation and expansion its adjacent courtyard. Mr. Peak led engineering services for the renovation of the building's lower level and its courtyard, which included new utility plans, grading & drainage plans, and erosion control plans.





Project Planner



RYAN HOLMES,
AICP
PLANNER

EDUCATION

Bachelor of Science, Business Administration, University of Louisville
Master of Business Administration, University of Cincinnati
Master of Community Planning, University of Cincinnati

EXPERIENCE

Ryan has over 13 years of experience in land use and regulatory planning. Moreover, Mr. Holmes' responsibilities focus on master planning, sustainable/green design, and greenfield/brownfield redevelopment strategies, which emphasize community revitalization, quality of life, and economic development. He has played a key role for numerous green and sustainable municipal stormwater projects involving capital improvement planning and design, water quality planning, watershed management, and storm water management and planning. He has provided technical expertise in low impact development (LID), green infrastructure (GI), and stormwater best management practice (BMP) design and has the ability to conceptualize and develop innovative solutions to complex problems.

LEXINGTON INFILL AND REDEVELOPMENT RECOMMENDATION

LEXINGTON, KENTUCKY
EHI served as a project facilitator for two of three task forces charged with the responsibility of developing a set of infill and development recommendations for undeveloped and underdeveloped lands within LFUCG's Urban Service Boundary.

OLD FORESTER DISTILLERY

LOUISVILLE, KENTUCKY
Engineering services for the design of the 82,000SF facility included site development & drainage plans, and erosion control plans and details. Mr. Holmes also assisted in the bid document and construction administration processes.

TOWN BRANCH GREENWAY

LEXINGTON, KY
The Town Branch Greenway, part of the Town Branch Commons Corridor project, will be a 2.5-mile multi-use trail that will be in downtown Lexington. EHI is providing engineering services for the design multi-use trail, which include, traffic and pedestrian signal, striping, and signage plans.

SOUTHEND PARK URBAN VILLAGE PLAN

KENTUCKY AND INDIANA
The plan encompasses the examination of economic opportunities, infill development; mixed land use, community gardens open public space development, social capital, neighborhood character development and healthy infrastructure consisting of plans to locate a community park and pedestrian facilities within the neighborhood.





Survey Manager



JAMES CHAMBLESS,
PLS
PLANNER

EDUCATION

Forestry Major, 1978, University of Kentucky
General Studies, 1975-1976, University of Kentucky

EXPERIENCE

James has over 42 years of experience in land surveying and construction industries with specific experience in the oil and natural gas industry. He is experienced in route reconnaissance, establishment of project control networks, road, railroad, and stream crossing profiles, preliminary route surveying, underground utility locating, identifying high consequence areas, construction staking, and pipe line as-built surveying. He is familiar with all aspects of conventional and GNSS surveying methods and equipment as well as UAS (drone) mapping. James' project experience includes work on boundary surveys, land development construction, highway route and bridge surveys, gas and liquid pipelines, gathering systems, compression facilities, metering, and regulation facilities.

REGISTRATIONS:

Professional Land Surveyor: KY, TN
Remote Pilot Certification: FAA

WELLINGTON STORM WATER BASIN A

LEXINGTON, KENTUCKY

Survey Project Manager. James served as the survey project manager and was in charge of the topographic survey of the detention basin in Shillito Park.

COLDSTREAM PARK CANE RUN CREEK RESTORATION

LEXINGTON, KENTUCKY

Survey Project Manager. James served as the survey project manager for staking the construction limits and setting bench marks on 3500 feet of Cane Run Creek.

ARMSTRONG MILL ROAD

LEXINGTON, KENTUCKY

Survey Project Manager. James served as the survey project manager for the 1/2-mile-long sidewalk improvement project. He was in charge of deed/plat research, boundary and topographic surveys, and final record plats and easement exhibits.

ELMENDORF DRIVE AND SIERRA DRIVE

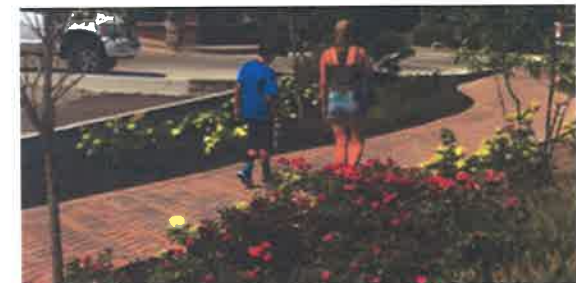
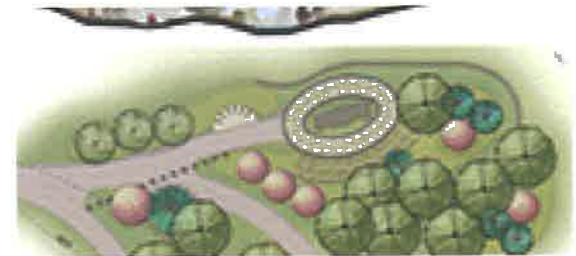
LEXINGTON, KENTUCKY

Survey Project Manager. James served as the survey project manager for the storm water drainage study topographic survey, and was in charge of creating easement exhibits and descriptions.

WELLINGTON STORM WATER BASIN A

LEXINGTON, KENTUCKY

Survey Project Manager. James served as the survey project manager and was in charge of the topographic survey of the detention basin in Shillito Park.





REFERENCE:

Fayette County Public Schools

Vince Terry
Moody Nolan
513.914.5835

Date of Performance:
2013-2016

GARRETT MORGAN ELEMENTARY SCHOOL

LEXINGTON, KENTUCKY

The project is located on a 15-acre site north of I-75 near the intersection of Polo Club Boulevard and Passage Mound Way in Lexington. The purpose of this project is design and construct a new 650-student elementary school campus with on-site parking for the new residential development surrounding the new school.

As a subconsultant, engineering services for the design of the 73,000-square foot facility included site development, new utility plans and details (water, gas, and sanitary sewer), grading & drainage plans and details, storm water management & water quality analysis, and erosion control plans and details. Additional services included utility and site permits, utility and site material reviews, and assisting in the bid document and construction administration processes.





REFERENCE:

Community Ventures
Corporation

Kevin Smith
Community Ventures
Corporation
859.231.0054

Date of Performance:
2017 - Present

MIDLAND AVENUE - THE MET DEVELOPMENT

LEXINGTON, KENTUCKY

The project is located near the intersection of Midland Avenue and East Third Street and will consist of a new 90,000 SF 3-story building and 125-space parking garage that will connect to the existing building on the property. The purpose of this project is bring in new retail, office space, and affordable housing to Lexington's East End neighborhood.

As a subconsultant, engineering services for the design of the 90,000-square foot facility included new utility plans and details (water, gas, and sanitary sewer) and erosion control plans and details. Additional services included utility and site permits, utility and site material reviews, and assisting in the bid document and construction administration processes.





REFERENCE:

Lexington-Fayette Urban
County Government

Josh R. Ives
859.258.3930

Date of Performance:
2019 - 2020

LFUCG - SALT-BARN FEASIBILITY STUDY

LEXINGTON, KENTUCKY

EHI Consultants was retained by LFUCG Division of Streets and Roads to conduct a technical site analysis and feasibility study for a new Salt Barn and associated support facilities. EHI designed a preferred option for a maximum 7,000-ton salt barn to replace the existing 3,000-ton salt barn and excess salt storage area contained on site. Additionally, EHI designed overall site improvements to the 10-acre Streets and Roads campus to address overflow parking, surface storage, adjacent training facilities, and future expansion.

As the lead consultant, EHI completed a Phase 1 site assessment, which addressed the opportunities and constraints of the campus site area. The analysis and assessment consisted of the following components:

1. Location, setbacks, easements, zoning, soil conditions, utilities / infrastructure
2. Site access, vehicular and snow truck circulation/interaction, turning radius, parking
3. Future salt barn expansion potential & LFUCG Town Branch design integration
4. Salt Barn building type, capacity, design, structural system, orientation, and layout
5. Building conceptual design and layouts, clearances, access, etc.
6. Site improvements conceptual design and layouts

Additional services provided by EHI included a preliminary cost analysis for each recommended site location. EHI's cost analysis incorporated the following:

1. Preferred and alternate salt barn structures, soil remediation, foundation systems, brine/chemical storage
2. Utility extensions, site lighting, site improvements, parking expansion
3. Cost of all improvements, amenities, and life-cycle maintenance
4. Cost estimates for each construction phase and project add-ons





REFERENCE:

Berea College

Andrew Knight
502.694.1416

Date of Performance:
2015

BEREA COLLEGE

BEREA, KENTUCKY

This project is located within the Berea College campus and consisted of a major renovation of the lower level of the Alumni Building (approximately 11,000 square feet) and renovation and expansion its adjacent courtyard. The purpose of this project was to modernize and increase the functionality of both to the most up-to-date technological and aesthetic standards.

EHI was tasked engineering services for the renovation of the building's lower level and its courtyard, which included new utility plans and details (water, gas, and sanitary sewer), grading & drainage plans and details, and erosion control plans and details. Additional services included utility and site material reviews and assisting in the bid document and construction administration processes.





REFERENCE:

Brown Forman

Ed Kruger
502.583.9715

Date of Performance:
2016 - 2018

BROWN-FORMAN CORPORATION OLD FORESTER DISTILLERY LOUISVILLE, KENTUCKY

The project is located within in two historic buildings on West Main Street within downtown Louisville. The purpose of this project is to open a state-of-the-art distillery and bourbon experience for its founding brand, Old Forester, that will include fermentation, distilling, barrel making, filling and dumping, and bottling. Furthermore, the new distillery will allow the company to double its current production of Old Forester bourbon whiskey products.

As a subconsultant, engineering services for the design of the 82,000-square foot facility included site development, new utility plans and details (water, gas, and sanitary sewer), sidewalk improvement & drainage plans and details, and erosion control plans and details. Furthermore, due to project's location, engineering services were subjected to stricter Louisville Metro Public Works (LMPW) and Louisville Metropolitan Sewer District (MSD) requirements. Additional services included assisting in the bid document and construction administration processes.





REFERENCE:

Lexington-Fayette Urban
County Government

Andrew Grunwald
859.258.3410

Date of Performance:
2005 - Present

Outcomes:
American Society of
Landscape Architects
Kentucky Chapter
Merit Award

APA Kentucky
Chapter Conference (2017)
From Master Plan to Moving In:
The Newtown Pike Road Project,
Southend Park Neighborhood,
and the role of the Community
Land Trust

SOUTHEND PARK URBAN VILLAGE PLAN LEXINGTON, KENTUCKY

EHI is the lead Project Planner for the design and implementation of the Southend Park Urban Village Plan. EHI developed the Urban Village Plan for the 25-acre urban neighborhood near downtown Lexington, Ky., that is being impacted by a state highway cutting through this low-income community.

Federal, local and state highway funds of over 40 million dollars are being used for its planning, design, redevelopment and roadway construction.

In addition to a focused neighborhood and public involvement effort. The plan encompasses the examination of economic opportunities, diversity issues, infill development; mixed land use, community gardens open public space development, social capital, neighborhood character development and healthy infrastructure consisting of plans to locate a community park and pedestrian facilities within the neighborhood. The plan also created a Community Land Trust (the first in Kentucky) to be the owner of the land and oversee the The current and future redevelopment efforts. EHI is assisting the community Land Trust in drainage design, sidewalk and infrastructure issues related to the residential construction.

The project has been recognized by HUD, the Kentucky Transportation Cabinet and the Federal Highway Administration for its unique public private partnership and the leveraging of resources to address this environmental justice component of the roadway extension.





REFERENCE:

Lexington-Fayette Urban
County Government

Mike Sewell
502.627.8941

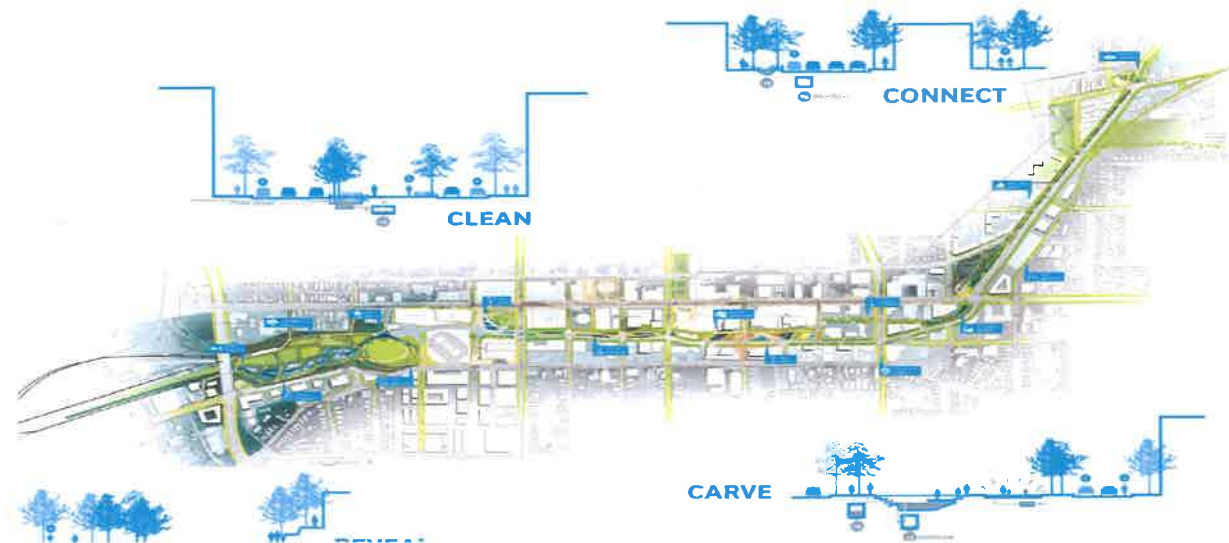
Date of Performance:
2017 - Present

TOWN BRANCH GREENWAY

LEXINGTON, KENTUCKY

The Town Branch Greenway, part of the Town Branch Commons Corridor project, will be a 2.5-mile multi-use trail that will be in downtown Lexington. This linear park will provide continuous bike and pedestrian connections, a lush green band through downtown, connect new and existing parks, and improve our water quality. The purpose of the project is to connect two of the city's major trails, the Legacy and Town Branch Trails, and establish a link between the city's urban core and bluegrass countryside.

As a subconsultant, EHI is providing engineering services for the design multi-use trail, which include, traffic and pedestrian signal, striping, and signage plans. Additional services will include project quantities and cost estimates related to the traffic and pedestrian signal, striping, and signage plans, and assisting in the bid document and construction administration processes.





REFERENCE:

Lexington Fayette Urban County
Government

Keith Lovan
Division of Engineering
859.258.43478

Date of Performance:
2012-2017

LOUDON AVENUE SIDEWALK & MULTI-USE TRAIL HOPKINSVILLE, KENTUCKY

Integrated Engineering was a subconsultant for the prime design consultant that was awarded the Loudon Avenue Sidewalk & Trail Project for Lexington-Fayette Urban County Government. The scope of this project for Integrated Engineering included the full design of the integration on of sidewalks on both sides of Loudon Avenue from the YMCA and BCTC entrance on Loudon Avenue to the intersection on of Russell Cave Road and Loudon Avenue. A quarter of the project included a trail segment for connection on between BCTC Newtown Campus & the Legacy Trail. The design adhered to current state and federal Local Public Agency (LPA) guidelines. Significant coordination on was made with utility companies to determine any potential construction on conflicts. Design challenges on this project include providing an ADA approved crossing at an existing railroad and retrofitting ADA compliant pedestrian facilities at the intersections of Russell Cave Road and Newtown Pike. The design also incorporated the existing Legacy Trail and proposed section of the Legacy Trail into this pedestrian facility. Construction Document preparation included coordination with the construction of the new Lextran bus facility at the intersection of Russell Cave and Loudon Avenue. Katie prepared all of the required LPA documentation and meetings with D-7 & the LPA coordinator.





REFERENCE:

Lexington-Fayette Urban County
Government

Keith Iovan
859.258.3478

Date of Performance:
2014

TATES CREEK SIDEWALK PROJECT (LFUCG)

LEXINGTON, KENTUCKY

The scope of this CMAQ funded project included the full design of the integration of approximately 16,000 linear feet of sidewalks on both sides of Tates Creek Road from inside of Alumni Drive outbound to the Lansdowne Shopping area. Five existing signalized and twelve existing non-signalized intersections are being modified to accommodate pedestrian access. Streetscape design was also a critical design element, particularly in areas where existing landscaping were modified or removed to accommodate the new sidewalk. A significant public involvement initiative has taken place on this project with area residents, business owners, and churches. The design followed current state and federal Local Public Agency (LPA) guidelines. Significant coordination was made with utility companies to determine any potential construction conflicts. Coordination with LEXTRAN was made to determine optimal bus stop and shelter locations.





REFERENCE:

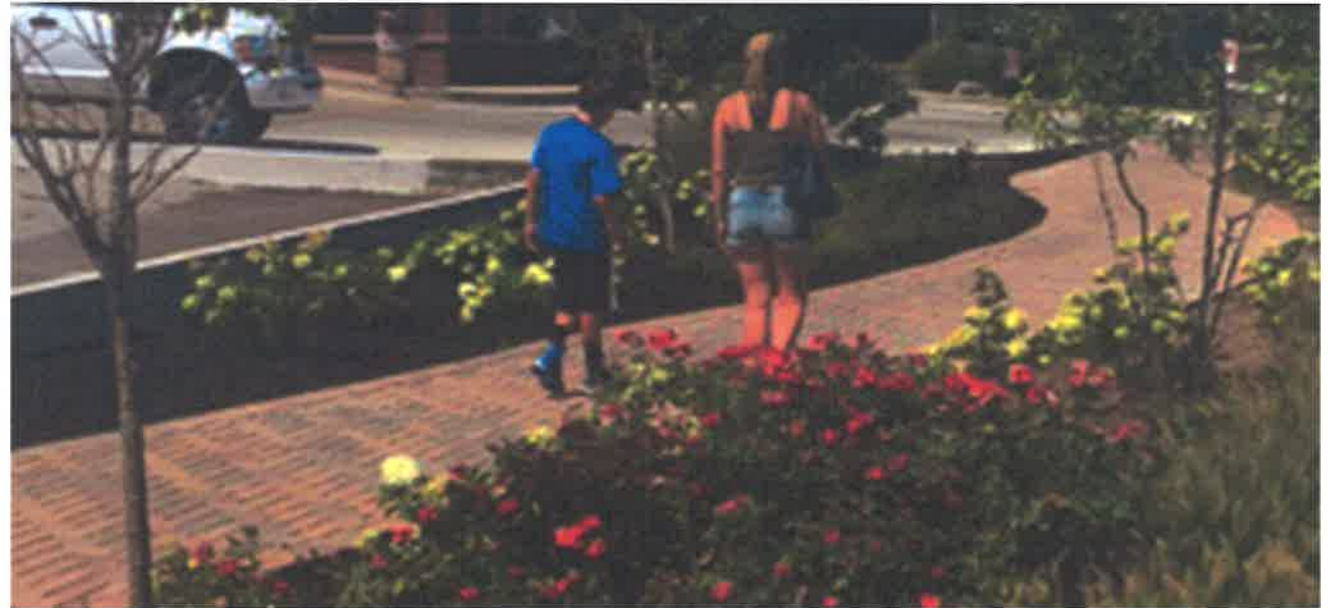
City of Richmond

Jason Hart
Director of Planning and Zoning
859.623.1000

Date of Performance:
2016

WATER STREET STREETSCAP & INFRASTRUCTURE RICHMOND, KENTUCKY

Water Street, the roadway, adjacent sidewalks and right of way were demolished to get the infrastructure installed. New Permeable Paver Roadway, sidewalks and trail sections were installed. The permeable streetscape contains a large series of planting areas that operate as rain gardens to filter and store additional stormwater. The gardens add nice green features to an area that was formally a concrete jungle lacking any green space areas. Everything in the project area was paved and extremely hot and oppressive in the summer heat and the expansive impervious area contributed to the previous flooding problems. The new plantings and lighter colored permeable pavers will help with the heat island effect as well. The new sidewalks and multi-use path will help keep pedestrians safe and provide an accessible route where there didn't used to be one.



Project References

Jim Duncan

Planning Director
LFUCG Division of Planning 859.258.3272
jduncan3@lexingtonky.gov

Shane Tucker

Project Manager
KYTC Dept. of Highways, District 7
859.246.2355
shane.tucker@ky.gov

Josh Ives

Administrative Officer Senior
LFUCG Department of General Services
859.258.3930
jives@lexingtonky.gov

Monica Conrad

Director
LFUCG Parks & Recreation
859.288.2965
mconrad@lexingtonky.gov

Andrew Grunwald

Project Manager
LFUCG Division of Engineering
859.258.3410
agrunwal@lfucg.com

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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

EHI Consultants

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: EHI Consultants

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			1			1											
Professionals						4											
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: Ed Holmes President Date: 09 / 01 / 2021

(Name and Title)

Revised 2015-Dec-15



EHI Consultants is a certified DBE

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 25-2021

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.

EHI Consultants

Company
09/01/2021

Date

Ed Holmes 

Company Representative
President

Title



EHI Consultants is a certified DBE

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 25-2021

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.

EHI Consultants

Company

09/01/2021

Date

Ed Holmes

Company Representative

President

Title



EHI Consultants is a certified DBE

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 25-2021

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.

EHI Consultants is a certified DBE

Company Name EHI Consultants	Contact Person Ed Holmes
Address/Phone/Email 333 W. Vine Street, Lexington, KY 859-425-4881 Holmes@ehiconsultants.com	Bid Package / Bid Date RFP# 25-2021

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.

EHI Consultants

Ed Holmes 

Company

Company Representative

09/01/2021

President

Date

Title



EHI Consultants is a certified DBE

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 # 25-2021

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From:	To:
Company Name: EHI Consultants	Address: 333 W. Vine Street, Lexington, KY	
Federal Tax ID:	Contact Person: Ed Holmes	


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.

EHI Consultants

Company
 09/01/ 2021

Date



Company Representative
 President

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 25-2021

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

 X Attended LFUCG Central Purchasing Economic Inclusion Outreach event

 X 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).

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

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

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

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

 Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

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

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

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

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

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

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

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

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

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

EHI Consultants

Company

09/01/2021

Date



Company Representative

President

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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



Signature

09/01/2021

Date

AFFIDAVIT

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

1. His/her name is THOMAS BENEFORD III and he/she is the individual submitting the proposal or is the authorized representative of EHI CONSULTANTS, 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.

Thomas Boyd III

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Laura L. Fryrear on this the 31st day

of August, 2021

My Commission expires: 6-13-23

Laura L. Fryrear
NOTARY PUBLIC, STATE AT LARGE

LAURA L. FRYREAR
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
ID # 625100
MY COMMISSION EXPIRES 6-13-23