

## ATTACHMENT D

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### Consultant Services Agreement

#### CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of MAR 21 2019, 2019 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG) (**OWNER**) and EHI Consultants (**CONSULTANT**) for the provision of architectural and engineering services, as described in the attached Request for Proposal document. The services are to include a full Feasibility Study, and the option to proceed through Schematic Design, Design Development, Construction Documents, and Construction Administration as outlined in the **OWNER's** Request for Proposal No. 3-2019 for the Lexington Fayette Urban County Government (LFUCG) – Department of Streets and Roads – New Salt Barn Site Assessment and Feasibility Study Project, located on the LFUCG Streets & Road Campus at 1791 Old Frankfort Pike, Lexington, KY 40504. The services are hereinafter referred to as the Project.

**OWNER** and **CONSULTANT**, in consideration of their mutual covenants herein, agree in respect to the performance of professional architectural and engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 3-2019.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project as outlined in the Request for Proposal No. 3-2019, shall serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below, and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

#### SECTION 1 - BASIC SERVICES OF CONSULTANT

11. **CONSULTANT** shall perform professional services as hereinafter stated which include customary architectural design and engineering incidental thereto.
12. The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 3-2019. (Exhibit A), and Consultant's Response dated *February 19, 2019* (Exhibit B).

13. 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. 3-2019 (Exhibit "A").
14. After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:
  - 1.4.1. Notify **OWNER** in writing of its authorized representative who shall act as Project architect and liaison representative between **CONSULTANT** and **OWNER**.
  - 1.4.2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in **Exhibit A**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of feasibility options, analysis, programming & space planning, preliminary design options, cost estimates with value engineering options, and recommendations for final design, as well as all required deliverables listed in the Request for Proposal. See **Exhibit A** for complete listing of all deliverables.
15. This Agreement, together with the Exhibits and schedules identified and referenced herein, constitutes the entire Agreement between **OWNER** and **CONSULTANT** 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.
16. The General Condition provisions of RFP No. 3-2019 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

21. **OWNER** may desire to have the **CONSULTANT** 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 **CONSULTANT** 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.
22. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council. **OWNER** shall not be liable for the value of or costs incurred by **CONSULTANT** in providing Additional

Services without 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 **CONSULTANT** by placing at his/her disposal available information pertinent to the Project.
- 3.3** Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4** Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5** Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.
- 3.6** Furnish or direct **CONSULTANT** 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** All services to be performed by **CONSULTANT** under the terms of this Agreement shall be performed in full, without exception, in accordance with the project schedule and timeline provided in **Exhibit A**. Time is of the essence in the performance of this Agreement.
- 4.2** The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

43. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** 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 of this Agreement shall apply in the event the parties cannot mutually agree upon an extension of time.
- 4.4 In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) 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.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1 Methods of Payment for Services of CONSULTANT**

#### **5.1.1 For Basic Services.**

##### Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

##### **Phase 1:**

<b><u>Feasibility &amp; Site Assessment Study (Total of Services Below)</u></b>	<b><u>\$ 28,000.00</u></b>
Task 1: Preliminary Investigation, Assessment & Approach	<u>\$8,000.00</u>
Task 2: Design, Cost Estimate & Final Recommendation	<u>\$20,000.00</u>

**LFUCG reserves the right to negotiate the fees for Phase Two with the Consultant selected for Phase One or solicit new proposals for Schematic Design through Construction Administration.**

**Phase 2:**

**Construction Documents & Construction Administration Services**

<b>Total of Architectural/ Engineering Services Below</b>	<b>%</b>
(percentage of construction cost)	
Task 1: Schematic Design:	%
(percentage of construction cost)	
Task 2: Design Development:	%
(percentage of construction cost)	
Task 3: Construction Documents:	%
(percentage of construction cost)	
Task 4: Bidding Assistance:	%
(percentage of construction cost)	
Task 5: Construction Administration:	%
(percentage of construction cost)	
Task 6: Project Closeout:	%
(percentage of construction cost)	

**5.2. Payment for Additional Services**

**5.2.1.** Additional Services, as permitted under Section 2, shall be compensated at the unit rates listed below. LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice). 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.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>187.39 \$/HR</u>
<u>Project Manager</u>	<u>122.09 \$/HR</u>
<u>Project Engineer</u>	<u>93.00 \$/HR</u>
<u>Sr. Architect</u>	<u>130.00 \$/HR</u>
<u>Registered Architect</u>	<u>110.00 \$/HR</u>
<u>Drilling Supervisor</u>	<u>140.00 \$/HR</u>
<u>Sr. Project Engineer</u>	<u>115.00 \$/HR</u>

*Include Unit Pricing Hourly Rates for the Consultant contracted with LFUCG and all Sub-Consultants contracted with the Consultant.*

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 10%

Reimbursable expenses are included in the lump sum cost in section 5.1. Reimbursable expenses for additional services will be based on actual costs.

### **5.3 Times of Payment.**

**5.2.1.** For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

### **5.4. Other Provisions Concerning Payments.**

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

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

**5.43.** In the event **CONSULTANT** shall terminate the Agreement because of gross delays caused by **OWNER**, **CONSULTANT** shall be paid as set forth in Section 5.4.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by **CONSULTANT** upon ten (10) days written notice in the event of substantial failure by **OWNER** to perform in accordance with the terms hereof through no fault of **CONSULTANT**, provided **OWNER** fails to cure such default within the ten (10) days of receiving written notice from **CONSULTANT** of the default.

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

### **6.2. Ownership and Reuse of Documents.**

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

### **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** **CONSULTANT** 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, **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, **CONSULTANT** shall be acting as an independent contractor. **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. **CONSULTANT** shall be solely responsible for any claims for wages or compensation

by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

#### **6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

#### **6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due **CONSULTANT** 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 **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, LFUCG 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, **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of **OWNER**.

#### **6.6. Accuracy of CONSULTANT'S Work.**

**6.6.1.** **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised



by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

**6.6.2. CONSULTANT** shall be responsible for the accuracy of all work, even though Documents have been accepted by **OWNER**, and shall make any necessary revisions or corrections resulting from errors or omissions on the part of **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantity estimates, calculations probable cost estimates, drawings, specifications, and other documentation to **OWNER**, **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.7. Security Clause.**

**CONSULTANT** 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 **OWNER** without prior approval of **OWNER**.

**6.8. Access to Records.**

**CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the 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 **OWNER** to disqualify **CONSULTANT** from consideration for future consultant service agreements.

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 3-2019 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, **CONSULTANT** agrees as follows:

**7.1. CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap.

**CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

**7.2 CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

**SECTION 8 - COMMUNICATIONS**

Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate City of Lexington employee ("**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to **OWNER'S** Agent or their designee. Questions by **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to **OWNER'S** Agent or their designee. **CONSULTANT** shall look only to **OWNER'S** Agent 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 **CONSULTANT** within thirty (30) days.

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

**OWNER:**



Signature

Linda Gorton, Mayor

Printed Name & Title

MAR 21 2019

Date

**CONSULTANT:**



Signature

Edward J. Holmes, President

Printed Name & Title

February 19, 2019

Date



## EXHIBIT A

# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #3-2019 New Salt Barn Site Assessment and Feasibility Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **February 6, 2019**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #3-2019 New Salt Barn Site Assessment and Feasibility Study** If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

**A non-mandatory pre-proposal meeting will be held at 10:00 am, January 23, 2019, 1795 Old Frankfort Pike, Lexington, KY.**

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

#### **Laws and Regulations**

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

#### **Equal Employment Opportunity**

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

#### **Kentucky Equal Employment Opportunity Act**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

#### **SELECTION CRITERIA:**

1. Professional qualifications and experience of the team with site assessments, preparing feasibility studies, preliminary site planning analysis, space planning, programming and cost analysis. 25 pts
2. Demonstrated understanding of the requirements of the project. Including past experience with preparation of salt and exterior storage facilities, pre-engineered buildings and related structures serving Streets & Roads services. 20 pts
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15 pts
4. Past record and performance on contracts with the City of Lexington, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5 pts
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5 pts
6. Fees. 30 pts

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

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

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.



**AFFIDAVIT**

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### 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
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective Service</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintenan</b>																	
<b>Total:</b>																	

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](mailto:smiller@lexingtonky.gov)**



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**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 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.
- 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 MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto: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>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women's Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner's Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwvoc.org">janet@nwvoc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	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** \_\_\_\_\_

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

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **GENERAL PROVISIONS**

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

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

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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



## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Professional Liability	\$100,000.00
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

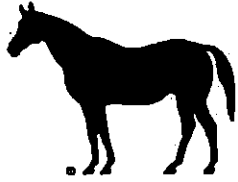
Right to Review, Audit and Inspect

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

DEFAULT

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

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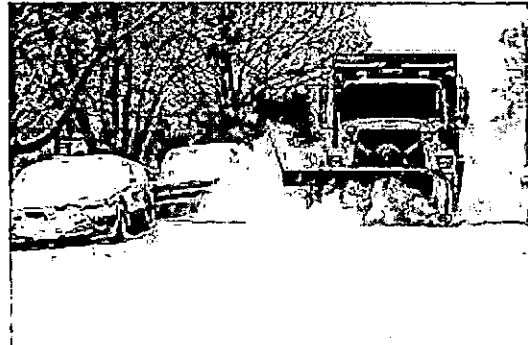
# LEXINGTON

Request for Statement of Qualifications and Proposals

**RFP 3-2019**

City of Lexington - Department of Streets & Roads

New Salt Barn - Site Assessment and Feasibility Study



**January 2019**

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- Phase 2 – Design & Construction Administration Phases
- Selection Process and Criteria

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- ATTACHMENT B – Anticipated Project Schedule
- ATTACHMENT C – Current LFUCG Salt Barn Site (Streets & Roads Campus)
- ATTACHMENT D – Sample Consultant Services Agreement
- ATTACHMENT E – Existing Site Survey, Engineering & Landfill Drawings

## INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) – Division of Streets & Roads is seeking professional services from consulting firms (Consultant). LFUCG desires to retain the services of a highly qualified architectural / engineering design firm to conduct a Phase 1 site assessment and feasibility study for a New Salt Barn and associated support facilities. Consultant shall analyze the existing Streets & Roads campus at 1791 Old Frankfort Pike per Attachments 'C' and 'E'. The site will need to meet the minimum requirements for the New Salt Barn and support facilities as described herein to replace the existing salt barn facility.

This Request for Proposal also includes an outline for a potential Phase 2, which includes complete architectural / engineering services for the project. This phase would only proceed based on the on availability of LFUCG funding and authorization.

## PROJECT NARRATIVE

LFUCG wishes to construct a new 12,000sf / 7,000 ton capacity Salt Barn on the Streets and Road campus to replace the existing 3,000 ton salt barn and excess salt storage area contained within the concrete barriers panels at the north end of the site. An existing engineered concrete slab area as shown and detailed in Attachments 'C' and 'E' may also be considered for use for overflow parking, surface storage or other appropriate purposes. The study should report on the best location for the Salt Barn and support spaces, including a contained salt brine maker and chemical storage tanks

The study shall be based upon criteria such as minimum and optimum facility/site size, amenities, access, utilities, least amount of issues or conflicts, soil and bearing conditions and overall cost effectiveness. LFUCG has a preferred Salt Barn layout, which includes a gambrel roof form and a single access opening. The entire existing campus is over a former landfill and leachate collection system per the attached drawings in Attachment 'E'.

Under a separate contract in Phase 1, LFUCG will provide additional geotechnical exploration and findings reports regarding the existing LFUCG property at 1791 Old Frankfort Pike based on the consultant's recommendations once the project has been awarded. Partial geotechnical layout and depths can be found on the existing drawings per Attachment 'E'. LFUCG will also provide a land boundary and topographical survey for all areas as required beyond the existing as-built documents per Attachment 'E'.

The award of this Request for Proposal shall also include complete Architectural / Engineering Services for Phase 2 – Schematic Design, Design Development, Construction Documents & Construction Administration Services for the implementation of the agreed upon scope. The design process shall proceed based on availability of Owner (LFUCG) funding. Included in this RFP are design phase descriptions with deliverable requirements. The consultant shall be responsible for additional design investigation, code review, and/or additional information deemed necessary to complete all phases of design.

## PROJECT SCOPE

The project shall consist of **(2) Phases:**

- 1 . **Phase 1:** Site Assessment & Feasibility Study (Performed with (2) Tasks)
- 2 . **Phase 2:** Construction Documents & Construction Administration (Performed with (6) Tasks)

## **PHASE 1 – SITE ASSESSMENT & FEASIBILITY STUDY:**

- Task 1 – Site Assessment, Analysis & Feasibility of the new Salt Barn
- Task 2 – Final recommendations, cost estimate and development of the new Salt Barn

### **General Requirements:**

- Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- Design Schedule** - See Project Schedule, Attachment 'B'. The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- Deliverables** - All design submittals shall consist of (5) hard copies (size to be determined) and 1 digital PDF copy.
- Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase.
- Value Engineering** - may be performed at the end of each design phase.
- Authorization to Proceed** - The Consultant shall not proceed with the next Phase of Work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner (LFUCG). Authorization to commence with the next phase of work will be issued by letter from the Owner after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

### **TASK 1 – SITE ASSESSMENT, ANALYSIS & FEASIBILITY:**

Provide a kick-off meeting with key LFUCG staff to discuss parameters of the study, work plan, next steps and prepare a draft of an overall design schedule to align with the outlined milestones of the project schedule per Attachment 'B'. Concurrently with the feasibility analysis, the preliminary site planning and site improvements analysis would identify a minimum of (2) potential locations for the new Salt Barn, along with the contained salt brine maker and chemical storage tanks area.

- Consultant shall provide technical site analysis that demonstrates the opportunities and constraints of the Streets & Roads campus site area as identified in Attachments 'C' & 'E'. The analysis and assessment shall include, but not limited to:
  - Location, setbacks, easements, zoning, soil conditions, utilities / infrastructure
  - Site access, vehicular and snow truck circulation/interaction, turning radius, parking
  - Future salt barn expansion potential, LFUCG Town Branch design integration
- Consultant shall provide preliminary building and site planning, along with identification of site improvements and amenities that can be accommodated on the existing property. In close coordination with the end user, Streets & Roads, these will include at a minimum:
  - Salt Barn building type, capacity, design, structural system, orientation, and layout
  - Building conceptual design and layouts, clearances, access, etc.
  - Site improvements conceptual design and layouts, bubble diagrams
- Consultant shall provide a preliminary cost analysis for each recommended site location. The cost analysis should incorporate all opportunities and constraints of the site including, but not limited to:
  - Salt Barn Building, soil remediation, foundation systems, brine/chemical storage
  - Utility extensions, site lighting, site improvements, parking expansion
  - Examine cost of all improvements, amenities and life-cycle maintenance

- d. Consultant shall provide recommendations to the Owner on the following and separate LFUCG-provided services, including suggested locations for:
  - i. Geotechnical exploration, including borings, soundings and a final report of findings
  - ii. Site survey work for an area of the site beyond the existing as-built survey drawings

**TASK 2 – FINAL RECOMMENDATIONS AND COST ESTIMATE:**

Consolidate the findings from Task 1 and provide a comprehensive and final recommendation on the site and building layouts. The intent of this final report and presentation is to provide LFUCG with the necessary information to select a preferred building and site layout on the existing campus based on the cost estimate. This final information will be utilized in the subsequent Phase 2 should the Owner (LFUCG) authorize approval to move forward.

- a. Consultant shall provide final recommendations and layouts on the development of a new Salt Barn and salt brine maker/chemical storage area. These graphics shall include, but are not limited to:
  - i. A minimum of (3) graphic drawings representing the overall site improvements plan, proposed new facility massing, circulation paths/clearances and rendering of the proposed campus.
  - ii. A minimum of (3) graphic drawings showing the new Salt Barn floor plan layout, building elevations, sections, massing, materials, structural system, and clearances.
- b. Consultant shall provide a final cost analysis for the recommended site location and building layout. The cost analysis should incorporate all aspects of the final recommended layout including, but not limited to:
  - i. Final recommended Salt Barn and brine/chemical storage type and layout
  - ii. Potential soil remediation and building foundation systems
  - iii. Final site improvements, utilities extension and ongoing life-cycle maintenance
  - iv. Recommendation on a preferred manufacturer (basis of design) for the salt barn structural system or pre-manufactured building system



## **PHASE 2 – DESIGN & CONSTRUCTION ADMINISTRATION PHASES:**

- Task 1 – Schematic Design Phase
- Task 2 – Design Development Phase
- Task 3 – Construction Document Phase
- Task 4 – Bidding Phase
- Task 5 – Construction Administration Phase
- Task 6 – Project Closeout

### **General Requirements:**

- a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- b. **Design Schedule** - See Project Schedule, Attachment 'B'. The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (5) hard copies (size to be determined) and 1 digital PDF copy.
- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase.
- e. **Value Engineering** - may be performed at the end of each design phase.
- f. **Authorization to Proceed** - The Consultant shall not proceed with the next Phase of Work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner (LFUCG). Authorization to commence with the next phase of work will be issued by letter from the Owner after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

### **TASK 1 – SCHEMATIC DESIGN (SD) PHASE:**

Use data collected during Phase 1 (Site Assessment and Feasibility Study) to demonstrate the basic concept for the design of the new Salt Barn and accessory structures. Ongoing and continual input from the Owner shall be actively sought throughout the schematic design process.

- a. Consultant shall provide Schematic Design drawings in 24"x36" format, and shall include at a minimum.
  - i. Site Improvements Plan
  - ii. Architectural Floor Plans and Elevations
- b. Consultant shall provide Schematic Design documents in standard text document size 8 ½"x11" bound format, and will include at a minimum:
  - i. Schematic Design outline specifications
  - ii. Schematic Design Probable Cost Estimate to ensure alignment with the project budget.
- c. Present the (SD) Documents at Owner (LFUCG) Review Meeting

### **TASK 2 – DESIGN DEVELOPMENT (DD) PHASE:**

Provide finalized design intention illustrating the development of the approved Schematic Design documents. Ongoing and continual input from the Owner shall be actively sought throughout the design development process.

- a. Consultant shall provide Design Development drawings in 24"x36" format, and shall include at a minimum.
  - i. Site Improvements Plan

- ii. Site Utility Plans
  - iii. Architectural Floor Plans and Elevations
  - iv. Building Sections
  - v. Major Wall Sections
  - vi. Typical Construction Details
  - vii. M/E/P Plans
- b. Consultant shall provide Design Development documents in standard text document size 8 ½"x11" bound format, and will include at a minimum:
- iii. Design Development outline specifications including materials / equipment / fixtures data sheets and other studies, calculations and evaluations as appropriate
  - iv. Design Development Probable Cost Estimate to ensure alignment with the project budget.

### **TASK 3 – CONSTRUCTION DOCUMENT PHASE:**

Provide finalized Construction Documents. Ongoing and continual input from the Owner shall be actively sought throughout the construction documentation process.

- a. The Consultant shall prepare construction documents for the Owner's approval. The construction documents shall illustrate and describe the further development of the approved Design Development documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. These documents must be sufficient for obtaining final construction pricing, permitting and detailed to minimize potential future change orders.
  - i. 100% Construction Document drawings in 24"x36" bound format, and shall include a cover sheet, site survey, original geotechnical survey, and all necessary civil, landscape, structural, architectural, mechanical, plumbing, electrical communications, and other drawings as necessary to completely describe and detail the project for bidding purposes.
  - ii. 100% Construction Document Specifications submitted on bound 8 ½"x11" double-sided hardcopy.
  - iii. **Construction Documents Cost Estimate**, which must be prepared by a certified third-party estimator, to ensure alignment with project budget and timeline. If applicable, prevailing wage rates will be paid for the construction of this project. The Consultant is responsible for obtaining the current information from the Kentucky Labor Cabinet, and shall incorporate them into the cost estimate.
  - iv. One additional set of ready-to-advertise drawings are to be submitted unbound on 24"x36" paper.
  - v. One additional set of ready-to-advertise unbound specification masters on 8 ½"x11" one-sided paper.
- b. Present CD Documents at Owner (LFUCG) Review Meeting
- c. Upon receiving approval, the Consultant will take the construction documents through the Plan Review process in Building Inspection and utility companies to obtain any required building permits. The Consultant will complete any revisions or additions of information that are deemed necessary as a result of this review.
- d. Consultant to prepare "ready to advertise" corrected construction documents, including drawings and specifications incorporating comments from the Construction Documents Final Review.

#### **TASK 4 – BIDDING ASSISTANCE:**

The Consultant shall assist the Owner in bid documents preparation as required, produce a list of items for unit pricing for bid submission, prepare alternate bid scopes as required, and establish a list of prospective contractors. The Consultant shall be responsible for printing a minimum of (5) full-size sets (drawings and specs) and (2) half-size sets (drawings) as determined by the appropriate LFUCG representative and the Design Team. Following the Owner's approval of the Construction Documents, the Consultant shall assist the Owner in:

- a. obtaining either competitive bids or negotiated proposals;
- b. confirming responsiveness of bids or proposals
- c. facilitating pre-bid and pre-construction meetings
- d. respond to questions and supply additional information as required via the addenda process through IonWave;
- e. review and process substitution requests
- f. making recommendations regarding the successful bid or proposal, if any

#### **TASK 5 – CONSTRUCTION ADMINISTRATION:**

The Consultant shall act in the capacity of an agent of the Owner by leading and producing minutes for construction progress meetings and pre-installation conferences, producing field observation reports, reviewing submittals, responding to Requests for Information, producing Supplemental Instructions and/or Proposal for Change Request documents, reviewing pay applications in comparison to work in place, and overseeing construction for quality and to ensure conformity to construction drawings, specifications, and standards.

#### **TASK 6 – PROJECT CLOSEOUT:**

To ensure that all construction work is complete, the Consultant shall perform the following steps:

- a. Ensure that all items are completed in accordance with plans, specifications, and all applicable Codes.
- b. Conduct a punch list walk through with the appropriate LFUCG representative to create a formal punch list. The end user may be asked to participate in this process.
- c. Coordinates closure of RFI's and Change Orders; completion of as-builts; transmission of warranties, approved Operations & Maintenance Manuals (O&M's), extra stock, special tools, and spare parts; and provide per the Specifications and other Division 1 General Requirements. This information will be compiled per the Project Close Out requirements.

#### **TASK 6 – DELIVERABLES:**

The Consultant shall provide the Owner with a completed Project that complies with building design, standards, specifications, strategies, concepts, efficiencies and requirements outlined in all Design Phases above. The Project timeline and budget shall be of the utmost priority throughout Construction Administration of the Project and shall be strictly adhered to unless otherwise approved by the appropriate LFUCG representative.

- a. The Consultant will coordinate training for Owner of all the major building systems and equipment that are part of the project.
- b. The Consultant will review & distribute the O&M Manuals for all major building systems and equipment.
- c. The Consultant shall prepare accurate record drawings that reflect project improvements "as-built" in the field.
- d. The Consultant shall provide an electronic version (AutoCAD, Revit, PDF, etc.) of all project documents including but not limited to construction plans and specifications at the conclusion of the Project.

## SELECTION PROCESS AND CRITERIA

### SELECTION PROCESS

All responses to this RFQ/P meeting the submittal requirements will be evaluated by a review committee. Written proposals will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFP.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFQ/P shall be borne solely by the consultant and at no cost to LFUCG.

### SELECTION CRITERIA:

	<b>Total Points</b>
Professional qualifications and experience of the team with site assessments, preparing feasibility studies, preliminary site planning analysis, space planning, programming and cost analysis.	25
Demonstrated understanding of the requirements of the project. Including past experience with preparation of salt and exterior storage facilities, pre-engineered buildings and related structures serving Streets & Roads services.	20
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the City of Lexington, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
<b>Final Technical Score</b>	<b>100</b>

## LIST OF ATTACHMENTS

- ATTACHMENT A – Form of Proposal
- ATTACHMENT B – Anticipated Project Schedule
- ATTACHMENT C – Current LFUCG Salt Barn Site (Streets & Roads Campus)
- ATTACHMENT D – Sample Consultant Services Agreement
- ATTACHMENT E – Existing Site Survey, Engineering & Landfill Drawings

### COMPENSATION:

Refer to Sample Consultant Services Agreement, Attachment 'D', for compensation description

# ATTACHMENT A – FORM OF PROPOSAL

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## Design Services for a New Salt Barn Site Assessment and Feasibility Study

Request for Proposal No. 3-2019

Form of Proposal

**Consultant:**

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

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### **General**

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
  - b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
  - c. The undersigned agrees that this proposal constitutes a firm offer to LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by LFUCG and a third party, whichever occurs earlier.
  - d. The Consultant shall include Technical Information as required herein.
2. **Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:
- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see sample consultant services agreement **Attachment D**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
  - b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
  - c. Narrative on how customer satisfaction is tracked.
  - d. Copies of written continuing education/professional training program and quality control/quality assurance program.

- e. Provide the current number of employees and employee types.
  - f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
  - g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
  - h. Summary of firm's recent (5 year) experience in similar/representative projects including construction costs and references.
  - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
  - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
  - k. Ability to meet required deadlines (**See Project Schedule – Attachment B**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
  - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. Proposals are limited to 20 single-sided pages not including the required LFUCG documents and as outlined in the RFP. Proposals in excess of these requirements may not be considered.
  4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
  5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
    - a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
    - b. A schedule (**See Project Schedule – Attachment B**) to complete services described herein.
    - c. An explanation of the communication/documentation and collaboration plan.
    - d. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines through the design process.
    - e. An explanation of the team Quality Control Program throughout all phases of design and through construction administration.

**6. Lump Sum Pricing**

- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.
- b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

**PHASE 1:**

<b><u>Feasibility &amp; Site Assessment (Total of Services Below)</u></b>	\$ _____
Task 1: Preliminary Investigation, Assessment & Approach	\$ _____
Task 2: Design, Cost Estimate & Final Recommendation	\$ _____

**LFUCG reserves the right to negotiate the fees for Phase 2 with the Consultant selected for Phase 1, or solicit new proposals for Schematic Design through Construction Administration.**

**PHASE 2:**

**Construction Documents & Construction Administration Services**

<b><u>Total of Architectural/ Engineering Services Below</u></b>	_____ %
(percentage of construction cost)	
Task 1: Schematic Design:	_____ %
(percentage of construction cost)	
Task 2: Design Development:	_____ %
(percentage of construction cost)	
Task 3: Construction Documents:	_____ %
(percentage of construction cost)	
Task 4: Bidding Assistance:	_____ %
(percentage of construction cost)	
Task 5: Construction Administration:	_____ %
(percentage of construction cost)	
Task 6: Project Closeout:	_____ %
(percentage of construction cost)	

**7. 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. Include Unit Pricing Hourly Rates for the Consultant contracted with LFUCG and all Sub-Consultants contracted with the Consultant.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

- 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 \_\_\_\_\_ %

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**CONSULTANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date



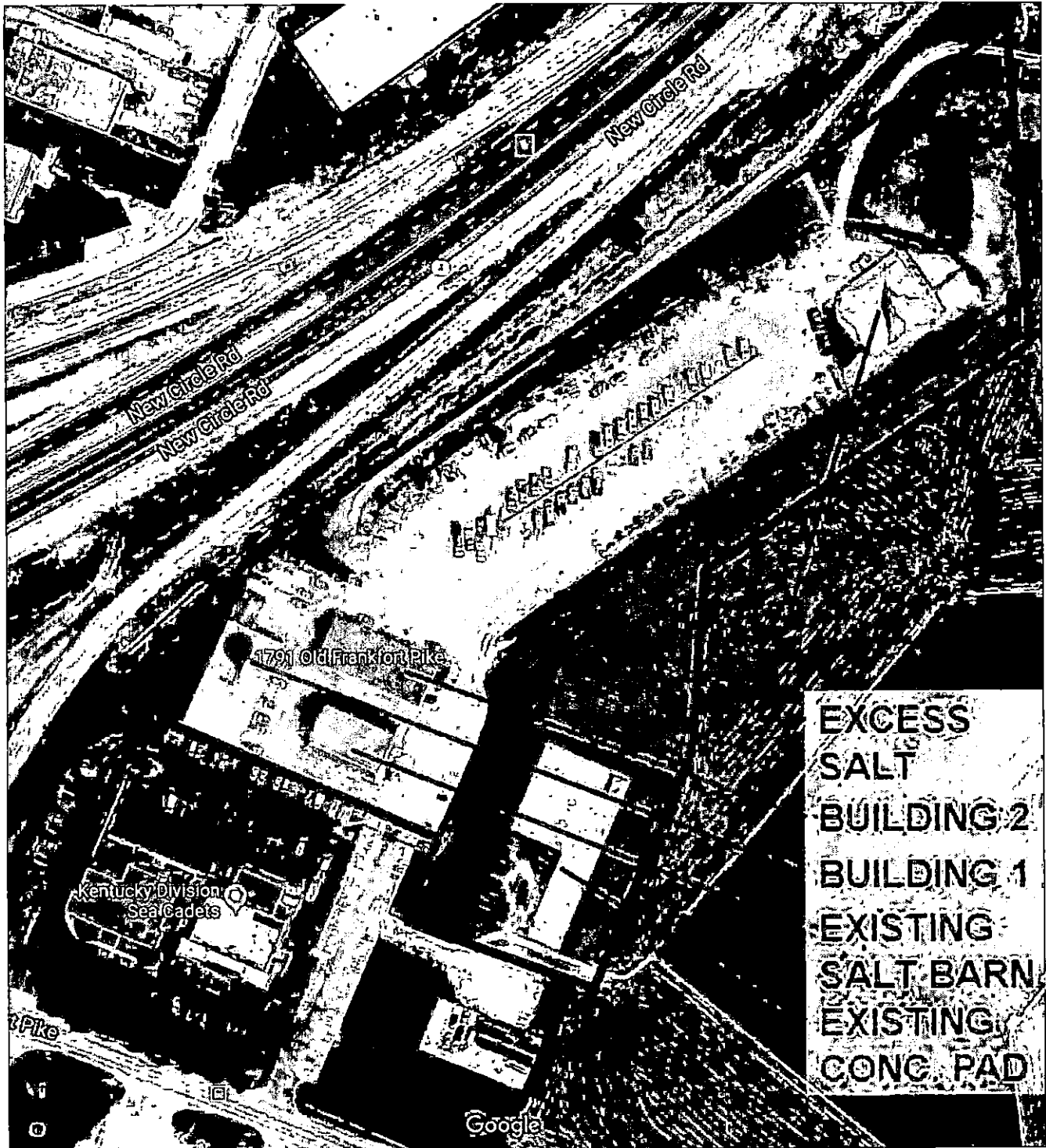
## ATTACHMENT B – ANTICIPATED PROJECT SCHEDULE

Task	Duration	Start	Finish
RFP Advertisement	21 Days	1/16/2019	2/6/2019
Pre-RFP Response Meeting	1 Day	1/30/2019	1/30/2019
RFP- Responses Due	1 Day	2/6/2019	2/6/2019
RFP Evaluation / A/E Recommendation, Law & Purchasing Review	7 Days	2/6/2019	2/13/2019
Blue Sheet	2 Days	2/13/2019	2/15/2019
Approved in Legistar Date	1 Day	2/15/2019	2/15/2019
Council WS	1 Day	2/26/2019	2/26/2019
Council 1st Reading	1 Day	3/7/2019	3/7/2019
Council 2nd Reading	1 Day	3/21/2019	3/21/2019
Council Spring Recess	11 Days	3/25/2019	4/5/2019
Pre-Design Meeting, P.O., & NTP	11 Days	3/22/2019	4/2/2019
<b>Task 1: Feasibility Analysis &amp; Site Assessment</b>	<b>42 Days</b>	<b>4/3/2019</b>	<b>5/15/2019</b>
Work Plan and Schedule	7 Days	4/3/2019	4/10/2019
Preliminary Review & Site Observations	28 Days	4/3/2019	5/1/2019
Site Assessment Report & Analysis	28 Days	4/3/2019	5/1/2019
Presentation To LFUCG For Phase 1 - Task 1 (with Deliverables)	1 Day	5/1/2019	5/1/2019
Owner Review & Comments	7 Days	5/1/2019	5/8/2019
Owner Comments Incorporated	7 Days	5/8/2019	5/15/2019
All Task One Deliverables Received with Owner Comments Incorporated	1 Day	5/15/2019	5/15/2019
<b>Task 2: Preliminary Planning, Barn Development &amp; Final Recommendations</b>	<b>49 Days</b>	<b>5/15/2019</b>	<b>7/3/2019</b>
Investigation & Testing	35 Days	5/15/2019	6/19/2019
Site Recommendations for New Salt Barn	35 Days	5/15/2019	6/19/2019
Recommendations for Site Improvements, Utilities and Amenities	35 Days	5/15/2019	6/19/2019
Conceptual Design for New Salt Barn and Brine Storage	35 Days	5/15/2019	6/19/2019
Probable Cost Estimate	35 Days	5/15/2019	6/19/2019
Presentation To LFUCG For Phase 1 - Task 2 (with Deliverables)	1 Day	6/19/2019	6/19/2019
Owner Review & Comments	7 Days	6/19/2019	6/26/2019
Owner Comments Incorporated	7 Days	6/26/2019	7/3/2019
Final Cost Estimate	7 Days	6/26/2019	7/3/2019
Final Recommendations & Feasibility Study (All Deliverables Received)	1 Day	7/3/2019	7/3/2019

<b>Phase 2: Construction Documents &amp; Construction Administration Services (With Owner's Written Authorization to Proceed)</b>	<b>752</b>	<b>Days</b>	<b>7/17/2019</b>	<b>12/16/2019</b>
<b>Task 1: Schematic Design &amp; Design Development</b>	<b>21</b>	<b>Days</b>	<b>7/17/2019</b>	<b>8/7/2019</b>
Schematic Design	7	Days	7/17/2019	7/24/2019
Schematic Design Presentation & Approval to LFUCG	1	Days	7/24/2019	7/24/2019
Design Development	14	Days	7/24/2019	8/7/2019
Probable Cost Estimate with Value Engineering Recommendations	21	Days	7/17/2019	8/7/2019
<b>Design Development Presentation To LFUCG</b>	<b>1</b>	<b>Day</b>	<b>8/7/2019</b>	<b>8/7/2019</b>
Owner Review & Comments	7	Days	8/7/2019	8/14/2019
Owner Comments Incorporated	7	Days	8/14/2019	8/21/2019
<b>Submission of Final Design Development Documents</b>	<b>1</b>	<b>Days</b>	<b>8/21/2019</b>	<b>8/21/2019</b>
<b>Task 2: Construction Documents</b>	<b>35</b>	<b>Days</b>	<b>8/21/2019</b>	<b>9/25/2019</b>
Construction Documents	35	Days	8/21/2019	9/25/2019
Cost Estimate with Value Engineering Recommendations	35	Days	8/21/2019	9/25/2019
<b>Construction Documents Presentation To LFUCG</b>	<b>1</b>	<b>Day</b>	<b>9/25/2019</b>	<b>9/25/2019</b>
Owner Review & Comments	7	Days	9/25/2019	10/2/2019
Owner Comments Incorporated	7	Days	10/2/2019	10/9/2019
<b>Submission of Final Construction Documents</b>	<b>1</b>	<b>Day</b>	<b>10/9/2019</b>	<b>10/9/2019</b>
<b>Task 3: Bidding &amp; Award</b>	<b>68</b>	<b>Days</b>	<b>10/9/2019</b>	<b>12/16/2019</b>
Submission of RTA Construction Documents	2	Days	10/9/2019	10/11/2019
Coordination with LFUCG Division of Purchasing	7	Days	10/9/2019	10/16/2019
<b>Advertisement</b>	<b>28</b>	<b>Days</b>	<b>10/16/2019</b>	<b>11/13/2019</b>
<b>Pre-Bid</b>	<b>1</b>	<b>Day</b>	<b>10/23/2019</b>	<b>10/23/2019</b>
<b>Bid Opening</b>	<b>1</b>	<b>Day</b>	<b>11/13/2019</b>	<b>11/13/2019</b>
Bid Evaluation / Recommendation, Law & Purchasing Review	7	Days	11/13/2019	11/20/2019
Approved in Legistar Date	1	Day	11/18/2019	11/18/2019
Council WS	1	Day	12/3/2019	12/3/2019
<b>Council 1st Reading</b>	<b>1</b>	<b>Day</b>	<b>12/3/2019</b>	<b>12/3/2019</b>
<b>Council 2nd Reading</b>	<b>1</b>	<b>Day</b>	<b>12/5/2019</b>	<b>12/5/2019</b>
Council Winter Recess	TBD	Days	12/6/2019	01/--/2020
Pre-Design Meeting, P.O., & NTP	7	Days	12/11/2019	12/18/2019

# ATTACHMENT C – Current LFUCG Salt Barn Site (Streets & Roads Campus)

The existing Streets and Roads Campus Property at 1791 Old Frankfort Pike shown below is available for consideration in the main overall site assessment and feasibility.



## ATTACHMENT D

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### Consultant Services Agreement

#### CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2019 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG) (**OWNER**) and \_\_\_\_\_ (**CONSULTANT**) for the provision of architectural and engineering services, as described in the attached Request for Proposal document. The services are to include a full Feasibility Study, and the option to proceed through Schematic Design, Design Development, Construction Documents, and Construction Administration as outlined in the **OWNER's** Request for Proposal No. 3-2019 for the Lexington Fayette Urban County Government (LFUCG) – Department of Streets and Roads – New Salt Barn Site Assessment and Feasibility Study Project, located on the LFUCG Streets & Road Campus at 1791 Old Frankfort Pike, Lexington, KY 40504. The services are hereinafter referred to as the Project.

**OWNER** and **CONSULTANT**, in consideration of their mutual covenants herein, agree in respect to the performance of professional architectural and engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 3-2019.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project as outlined in the Request for Proposal No. 3-2019, shall serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below, and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

#### SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1. **CONSULTANT** shall perform professional services as hereinafter stated which include customary architectural design and engineering incidental thereto.
- 1.2. The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 3-2019. (**Exhibit A**), and Consultant's Response dated XXXXXX XX, 2019 (**Exhibit B**).

- 1.3. 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. 3-2019 (Exhibit "A").
- 1.4. After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:
  - 1.4.1. Notify **OWNER** in writing of its authorized representative who shall act as Project architect and liaison representative between **CONSULTANT** and **OWNER**.
  - 1.4.2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in **Exhibit A**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of feasibility options, analysis, programming & space planning, preliminary design options, cost estimates with value engineering options, and recommendations for final design, as well as all required deliverables listed in the Request for Proposal. See **Exhibit A** for complete listing of all deliverables.
- 1.5. This Agreement, together with the Exhibits and schedules identified and referenced herein, constitutes the entire Agreement between **OWNER** and **CONSULTANT** 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.
- 1.6. The General Condition provisions of RFP No. 3-2019 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

- 2.1. **OWNER** may desire to have the **CONSULTANT** 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 **CONSULTANT** 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" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council. **OWNER** shall not be liable for the value of or costs incurred by **CONSULTANT** in providing Additional

Services without 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 **CONSULTANT** by placing at his/her disposal available information pertinent to the Project.
- 3.3.** Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4.** Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5.** Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.
- 3.6.** Furnish or direct **CONSULTANT** 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.** All services to be performed by **CONSULTANT** under the terms of this Agreement shall be performed in full, without exception, in accordance with the project schedule and timeline provided in **Exhibit A**. Time is of the essence in the performance of this Agreement.
- 4.2.** The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** 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 of this Agreement shall apply in the event the parties cannot mutually agree upon an extension of time.
- 4.4 In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) 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.

**SECTION 5 - PAYMENTS TO CONSULTANT**

**5.1 Methods of Payment for Services of CONSULTANT**

**5.1.1 For Basic Services.**

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

**Phase 1:**

<b><u>Feasibility &amp; Site Assessment Study (Total of Services Below)</u></b>	\$ _____
Task 1: Preliminary Investigation, Assessment & Approach	\$ _____
Task 2: Design, Cost Estimate & Final Recommendation	\$ _____

**LFUCG reserves the right to negotiate the fees for Phase Two with the Consultant selected for Phase One, or solicit new proposals for Schematic Design through Construction Administration.**

**Phase 2:**

**Construction Documents & Construction Administration Services**

<b><u>Total of Architectural/ Engineering Services Below</u></b> (percentage of construction cost)	_____ %
Task 1: Schematic Design: (percentage of construction cost)	_____ %
Task 2: Design Development: (percentage of construction cost)	_____ %
Task 3: Construction Documents: (percentage of construction cost)	_____ %
Task 4: Bidding Assistance: (percentage of construction cost)	_____ %
Task 5: Construction Administration: (percentage of construction cost)	_____ %
Task 6: Project Closeout: (percentage of construction cost)	_____ %

**5.2. Payment for Additional Services**

**5.2.1.** Additional Services, as permitted under Section 2, shall be compensated at the unit rates listed below. LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice). 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.



<u>Title/Skill Level</u>	<u>Hourly Rate</u>
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

*Include Unit Pricing Hourly Rates for the Consultant contracted with LFUCG and all Sub-Consultants contracted with the Consultant.*

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 \_\_\_\_\_ %

Reimbursable expenses are included in the lump sum cost in section 5.1. Reimbursable expenses for additional services will be based on actual costs.

**5.3 Times of Payment.**

**5.2.1.** For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

**5.4. Other Provisions Concerning Payments.**

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

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

**5.4.3.** In the event **CONSULTANT** shall terminate the Agreement because of gross delays caused by **OWNER**, **CONSULTANT** shall be paid as set forth in Section 5.4.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by **CONSULTANT** upon ten (10) days written notice in the event of substantial failure by **OWNER** to perform in accordance with the terms hereof through no fault of **CONSULTANT**, provided **OWNER** fails to cure such default within the ten (10) days of receiving written notice from **CONSULTANT** of the default.

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

### **6.2. Ownership and Reuse of Documents.**

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

### **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** **CONSULTANT** 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, **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, **CONSULTANT** shall be acting as an independent contractor. **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. **CONSULTANT** shall be solely responsible for any claims for wages or compensation

by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

**6.4. Successors and Assigns.**

**6.4.1. CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

**6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due **CONSULTANT** 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 **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, LFUCG 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, **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of **OWNER**.

**6.6. Accuracy of CONSULTANT'S Work.**

**6.6.1. CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised

by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

**6.6.2. CONSULTANT** shall be responsible for the accuracy of all work, even though Documents have been accepted by **OWNER**, and shall make any necessary revisions or corrections resulting from errors or omissions on the part of **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantity estimates, calculations probable cost estimates, drawings, specifications, and other documentation to **OWNER**, **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.7. Security Clause.**

**CONSULTANT** 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 **OWNER** without prior approval of **OWNER**.

**6.8. Access to Records.**

**CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the 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 **OWNER** to disqualify **CONSULTANT** from consideration for future consultant service agreements.

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 3-2019 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, **CONSULTANT** agrees as follows:

**7.1. CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap.

**CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

**7.2** **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

**SECTION 8 - COMMUNICATIONS**

Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate City of Lexington employee ("**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to **OWNER'S** Agent or their designee. Questions by **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to **OWNER'S** Agent or their designee. **CONSULTANT** shall look only to **OWNER'S** Agent 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 **CONSULTANT** within thirty (30) days.

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

**OWNER:**

**CONSULTANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

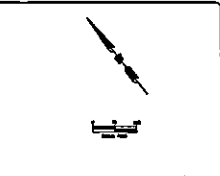
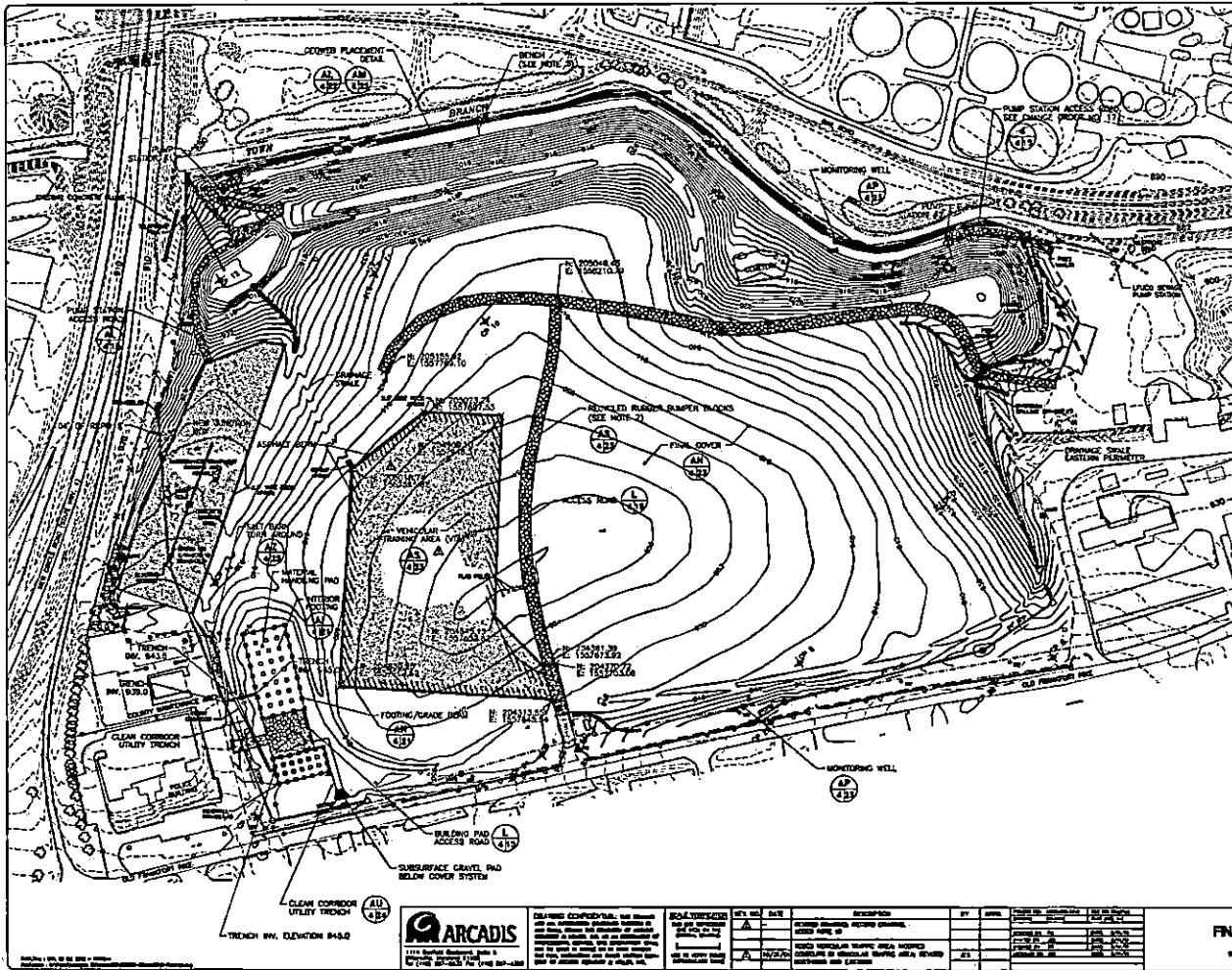
\_\_\_\_\_  
Date

## **ATTACHMENT E – Existing Site Survey, Engineering & Landfill Drawings**

Enclosed are the existing Site Improvements Plan Project (Leachate Collection & Gas Management System) drawings from the Old Frankfort Pike Landfill Area.

These documents were prepared by Arcadis of Millersville, Maryland in 2001.





- LEGEND:**
- 5' --- DISTHO CONTOUR
  - 1' --- FINAL CONTOUR
  - --- LIMITS OF DISTURBANCE
  - --- ACCESS ROAD
  - --- BUILDING LOT
  - STORMWATER MANHOLE
  - STORMWATER RETENTION BASIN
  - --- REINFORCED CONCRETE PIPE (CIP)
  - --- MEDICAL
  - --- CHECKING POLE
  - --- POWER POLE
  - --- WOOD BURN WALK
  - --- FIVE WIRE
  - --- MONITORING WELL
  - --- JUNCTION BOX
  - --- SPRINKLER
  - --- SLURRY CONTROL POINT

- NOTES:**
1. SEE DRAWING NO. 1 FOR GENERAL NOTES, OBSERVATIONS AND LEGEND.
  2. FINAL CONTOURS INDICATE TOP OF 2-FOOT DEEP FINAL COVER SYSTEM AFTER TO DRAWING NO. 1 FOR SLURRY CONSTRUCTION.
  3. THE 2-FOOT DEEP COVER SOIL HAS BEEN PLACED ABOVE THE BLOCKS, REMAINING AT THE OUTER EDGE OF THE BLOCKS. THE FINAL BENCH MARK HAS A MINIMUM OF 10 FEET.
  4. COVER SOIL PLACEMENT WAS CONDUCTED BY THE THE UNIVERSITY OF TEXAS EDUCATION CENTER, ALL POWER POLES, ROAD ACCESS ROADS, AND SIDEWALKS, EXISTING, EXISTING, AND DRAINAGE, WERE NOT AFFECTED.
  5. FINAL COVER SYSTEM HAS NOT PLACED UNDER THE EXISTING EXISTING AREAS.
  6. FINAL COVER SYSTEM WAS CONSTRUCTED TO NOT BE LESS THAN 2 FEET OF COVER BY PROTECTING EXISTING EXISTING AREAS BETWEEN IS LOCATED ON THESE AREAS SURFACE IS INDICATED ON THESE AREAS SURFACE IS INDICATED.
  7. RUBBER RAMBER BLOCKS INSTALLED AROUND PERIMETER OF THE 10' SQUARE BLOCKS AND 2-FOOT LONG, 2-FOOT WIDE AND 2-FOOT HIGH FROM EXISTING EDGE.
  8. FOR THE TYPICAL COVER SYSTEM SEE DETAIL 101, DRAWING 11.
  9. COORDINATES ALONG ACCESS ROAD ALONGSIDE INCLUDE COORDINATE POINTS.
  10. COORDINATE POINTS ON THIS DRAWING ARE AS SHOWN ON DRAWING NO. 11, FINAL GRADING PLAN OF THE UNIVERSITY OF TEXAS EDUCATION CENTER, INC. PROVIDED BY THE UNIVERSITY OF TEXAS EDUCATION CENTER, INC.



DESIGNED, CONSTRUCTED, AND MAINTAINED BY THE UNIVERSITY OF TEXAS EDUCATION CENTER, INC. FOR THE UNIVERSITY OF TEXAS EDUCATION CENTER, INC. PROJECT NO. 153761333. DATE: 11/20/20. DRAWN BY: J. L. BROWN. CHECKED BY: J. L. BROWN. APPROVED BY: J. L. BROWN.

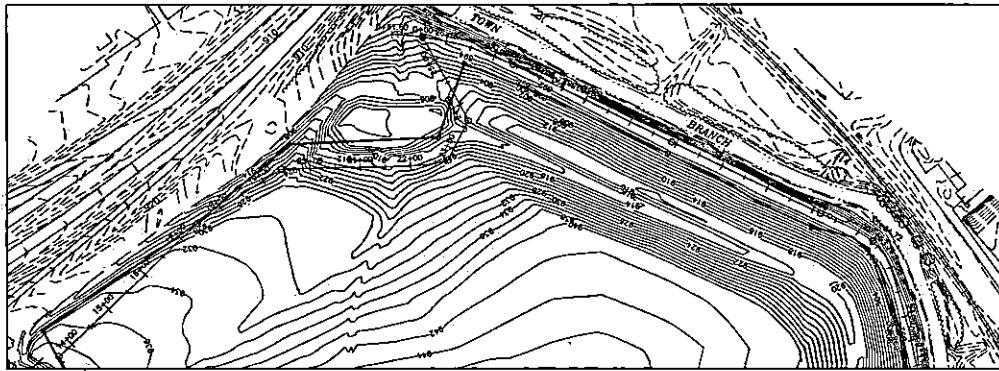
REV.	NO.	DATE	DESCRIPTION	BY	APP.
1	A	11/20/20	ISSUED FOR PERMITTING	JLB	JLB
2	A	11/20/20	ISSUED FOR CONSTRUCTION	JLB	JLB
3	A	11/20/20	ISSUED FOR FINAL GRADING	JLB	JLB

**FINAL GRADING PLAN**

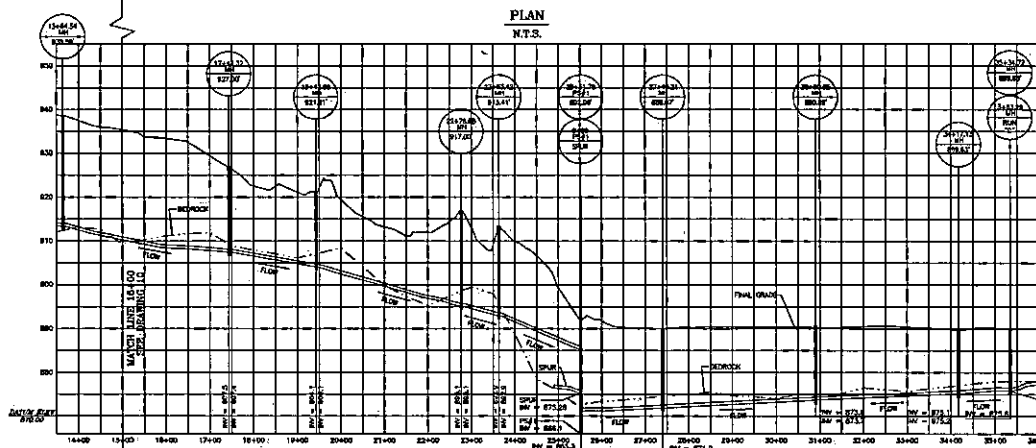
DRAWING NO. 4







- LEGEND:**
- 840 — FINAL CONTOUR
  - LIMITS OF DISTURBANCE
  - AS-BUILT LEACHATE COLLECTION SYSTEM ALIGNMENT
  - PROPOSED LEACHATE COLLECTION SYSTEM ALIGNMENT
  - MANHOLE
  - 940+00 STATION NUMBER
  - FINAL GRADE
  - BEDROCK GRADE
  - LEACHATE COLLECTION PIPE



- NOTES:**
1. SEE DRAWING NO. 8 FOR PLAN VIEW OF THE ENTIRE LEACHATE COLLECTION SYSTEM.
  2. THE DEPTH TO BEDROCK IS PROJECTED FROM INDIVIDUAL BORINGS AND FIELD EXAMINATIONS. THE ROCK COLLECTION IS APPROXIMATE AND MAY VARY BETWEEN BORING LOCATIONS.
  3. INFORMATION ON THE LOCATION AND PROFILE OF LEACHATE LINE A WAS OBTAINED FROM THE "AS-BUILT" DRAWINGS PREPARED BY THE BRISER COMPANY/VAL-HERRICK ENGINEERS, INC. DATED JULY 28, 2004.

**PIPE RUN "A"/LEACHATE PIPING PROFILE**  
 (STA. 13+64.54 - 35+34.72)  
 SCALE: 1"=100 (HORZ.)  
 1"=10' (VERT.)

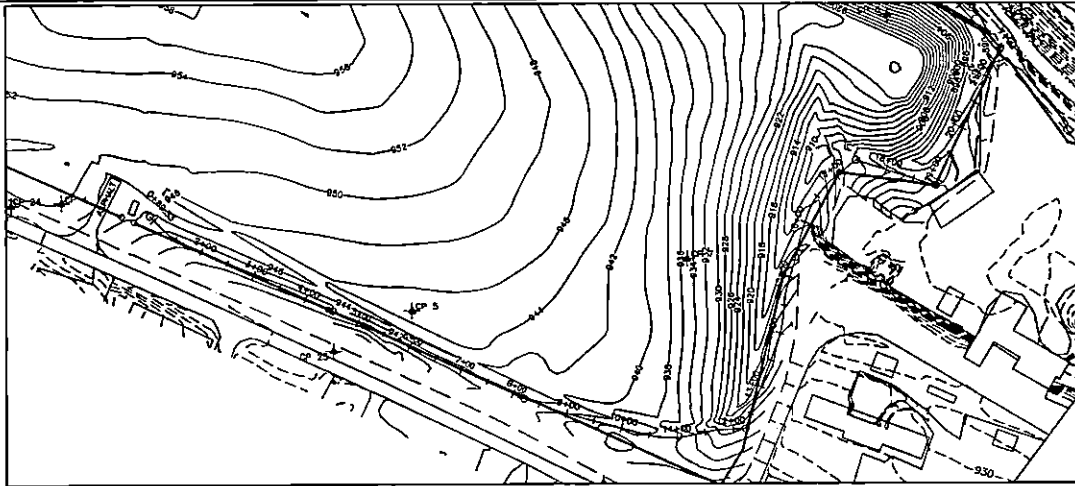


ARCADIS CONFIDENTIAL: THIS DRAWING IS THE PROPERTY OF ARCADIS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ARCADIS.

REV. NO.	DATE	DESCRIPTION	BY	APPV.	PROJECT NO.	SHEET NO.
1	12/13	REVISIONS				

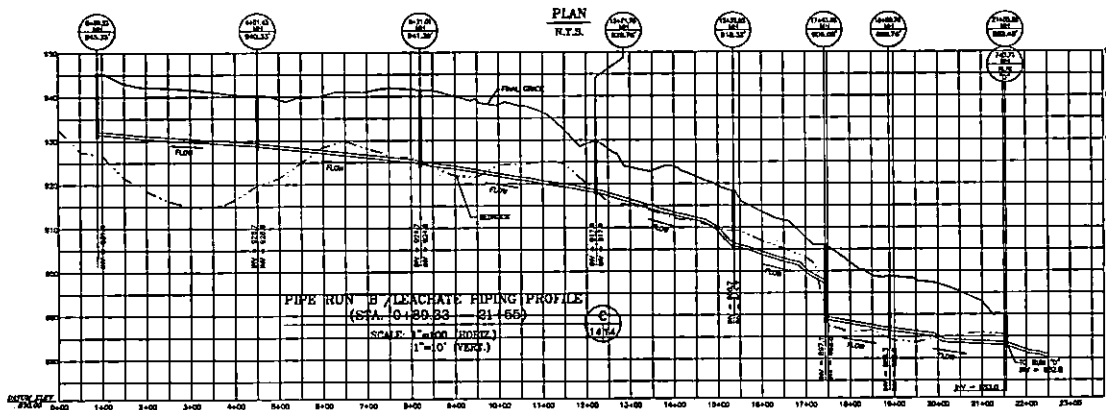
**PIPE RUN "A" LEACHATE COLLECTION PROFILE**

**DRAWING NO. 8**



- LEGEND:**
- 5'00' FINAL CONTOUR
  - LIMITS OF DISTURBANCE
  - AS-BUILT LEACHATE COLLECTION SYSTEM ALIGNMENT
  - PROPOSED LEACHATE COLLECTION SYSTEM ALIGNMENT
  - MANHOLE
  - 840+00 STATION NUMBER
  - FINAL GRADE
  - BEDROCK GRADE
  - LEACHATE COLLECTION PIPE

- NOTES:**
1. SEE DRAWING 80-1 FOR PLAN VIEW OF THE ENTIRE LEACHATE COLLECTION SYSTEM.
  2. THE TOP TO BEDROCK IS PROJECTED FROM BENCHMARK SURVEYS AND FIELD COLLECTORS. THE ACCURACY OF DEPENDS ON THE WAY SURVEY POINTS WERE LOCATED.
  3. INFORMATION ON THE LOCATION AND PROFILE OF LEACHATE LINES IS OBTAINED FROM THE "AS-BUILT" SURVEYS PREPARED BY THE BUREAU COMPANY/PAUL-HANSEN ENGINEERS, INC. DATED JULY 25, 2004.

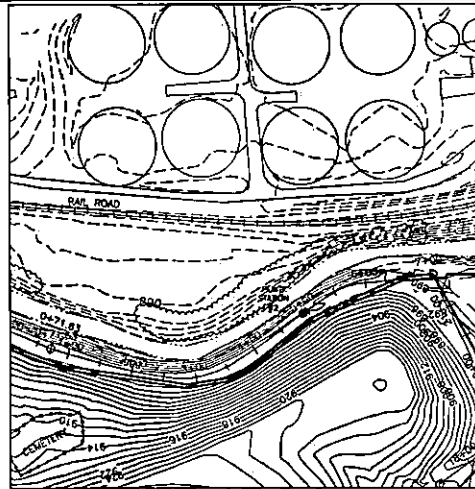
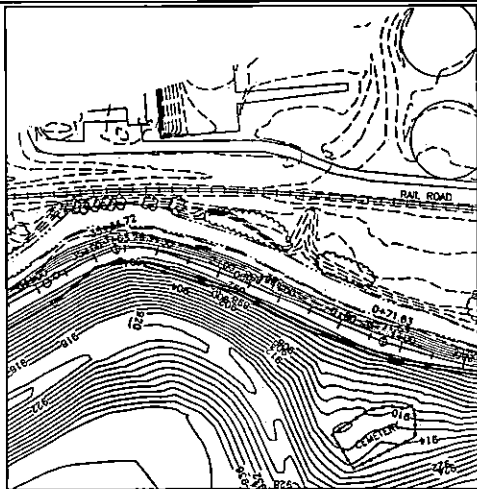


**ARCADIS**  
 1111 North Broadway, Suite 4  
 Denver, Colorado, USA 80202-3128  
 Tel: (303) 733-1000 Fax: (303) 733-1001  
 www.arcadis-usa.com

REV.	NO.	DATE	DESCRIPTION	BY	CHKD.	DATE	APP.
1	1	07/25/04	ISSUED FOR PERMIT	JMM	JMM	07/25/04	JMM
2	2	07/25/04	REVISED DRAWING, SECOND DRAWING	JMM	JMM	07/25/04	JMM

**PIPE RUN "B" LEACHATE COLLECTION PROFILE**  
 THE INFORMATION ON THIS DRAWING IS THE PROPERTY OF PAUL-HANSEN ENGINEERS, INC.

**DRAWING NO. 9**

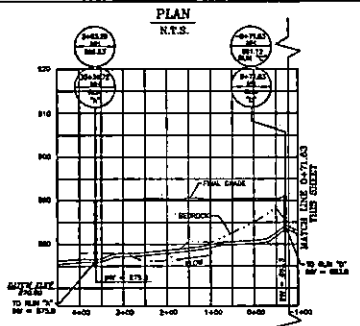


**LEGEND:**

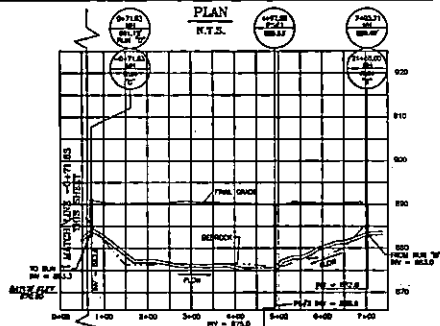
- 840 — PAWL CONTROL
- — — — — LIMITS OF DISTURBANCE
- — — — — AS-BUILT LEACHATE COLLECTION SYSTEM ALIGNMENT
- — — — — PROPOSED LEACHATE COLLECTION SYSTEM ALIGNMENT
- MANHOLE
- 840+00 STATION NUMBER
- — — — — PAWL CHANCE
- — — — — BEDROCK CHANCE
- — — — — LEACHATE COLLECTION PIPE

**NOTES:**

1. SEE DRAWING NO. 8 FOR PLAN VIEW OF THE EXISTING LEACHATE COLLECTION SYSTEM.
2. THE DEPTH TO BEDROCK IS PROJECTED FROM INDIANAL BOREHOLE AND FIELD ELEVATIONS. THE ROCK ELEVATION IS APPROXIMATE AND MAY VARY BETWEEN BORING LOCATIONS.
3. INFORMATION ON THE LOCATION AND PROFILE OF LEACHATE LINE 8 IS WAS DERIVED FROM THE "AS-BUILT" DRAWING PROVIDED BY THE SALTER COMPANY/FULL-HANSEN ENGINEERS, INC. DATED JAN 28, 2004.



**PIPE RUN "C"/LEACHATE PIPING PROFILE**  
 (STA. 3+63.29 — 0+71.83) **D**  
 SCALE: 1"=100 (HORIZ.)  
 1"=10' (VERT.) **15/15**



**PIPE RUN "D"/LEACHATE PIPING PROFILE**  
 (STA. 0+71.83 — 7+03.71) **E**  
 SCALE: 1"=100 (HORIZ.)  
 1"=10' (VERT.) **15/15**

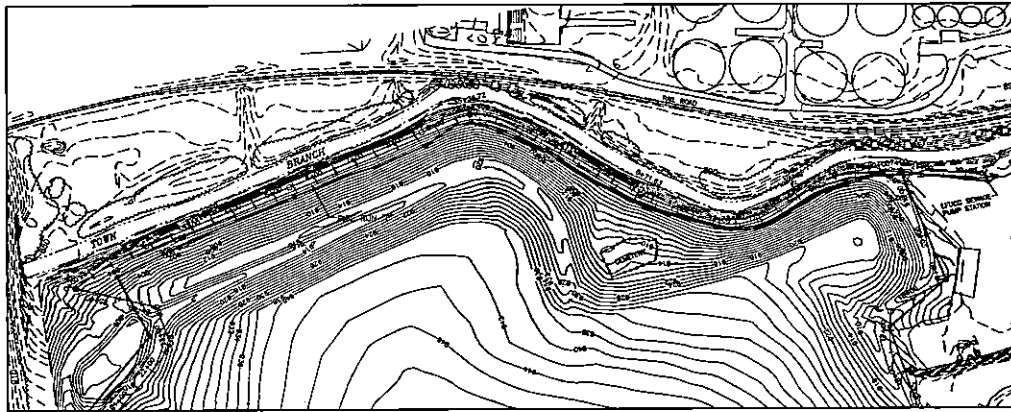


**ARCADIS**  
 1144 North Berkeley, Suite 4  
 Berkeley, CA 94704  
 TEL: 415.863.1100  
 WWW.ARCADIS.COM

DATE	BY	DESCRIPTION	APP. BY	DATE

**PIPE RUN "C" AND PIPE RUN "D"  
 LEACHATE COLLECTION PROFILE**  
 15/15

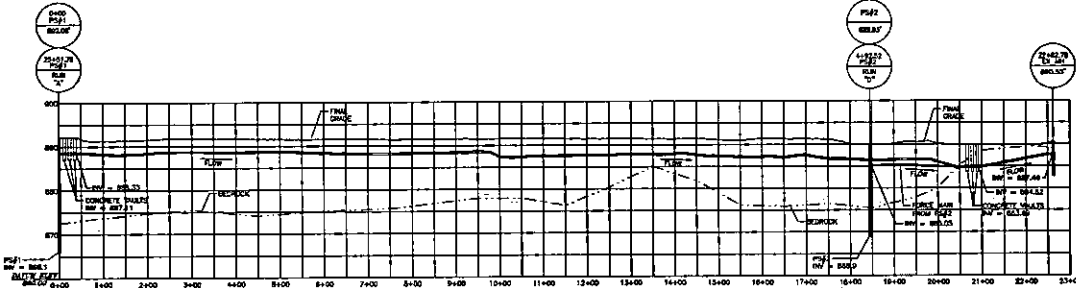
**DRAWING NO. 10**



PLAN  
N.T.S.

- LEGEND:**
- 340 — FINN. CONTOUR
  - LIMITS OF DISTURBANCE
  - AS-BUILT LEACHATE COLLECTION SYSTEM ALIGNMENT
  - PROPOSED LEACHATE COLLECTION SYSTEM ALIGNMENT
  - MANHOLE
  - B&O STATION NUMBER
  - FINN. GRADE
  - BEDROCK GRADE
  - ==== LEACHATE COLLECTION PIPE

- NOTES:**
1. SEE DRAWING NO. 8 FOR PLAN VIEW OF THE ENTIRE LEACHATE COLLECTION SYSTEM.
  2. THE DEPTH TO BEDROCK IS PROJECTED FROM INDIVIDUAL BORINGS AND FIELD OBSERVATIONS. THE ROCK ELEVATION IS APPROXIMATE AND MAY VARY BETWEEN BORING LOCATIONS.
  3. SEE DRAWING NO. 17 AND 18 FOR PROPOSED PIPING DETAILS.
  4. INFORMATION ON THE LOCATION AND PROFILE OF LEACHATE LINE IS WAS OBTAINED FROM THE "AS-BUILT" DRAWINGS PROVIDED BY THE WISCONSIN COUNTY/WALL-WARREN DISTRICTS, INC. DATED JULY 20, 2004.



PIPE RUN "E"  
LEACHATE FORCE MAIN PIPING PROFILE  
(STA. 0+00 - 23+62.76)  
SCALE: 1"=100 (HORIZ.)  
1"=10' (VERT.)

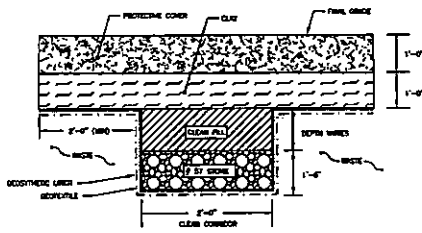
<p>ARCADIS 1141 North Lincoln Street Chicago, IL 60610 Tel: (312) 281-2000 Fax: (312) 281-2001</p>	<p><b>DRAWING CONFIDENTIAL:</b> THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF ARCADIS AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR DISSEMINATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF ARCADIS IS STRICTLY PROHIBITED.</p>	<p><b>SCALE CONVERSION:</b> 1"=100 (HORIZ.) 1"=10' (VERT.)</p>	REV. NO.	DATE	DESCRIPTION	BY	APP'D.	DATE
			1		REVISED DRAWING, RECORD DRAWING			

**STORMWATER PIPE AND PIPE RUN "E" LEACHATE FORCE MAIN PROFILE**

THE INFORMATION IS THE PROPERTY OF THE CONSULTING ENGINEER. ANY REUSE OR DISSEMINATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF THE CONSULTING ENGINEER IS STRICTLY PROHIBITED.

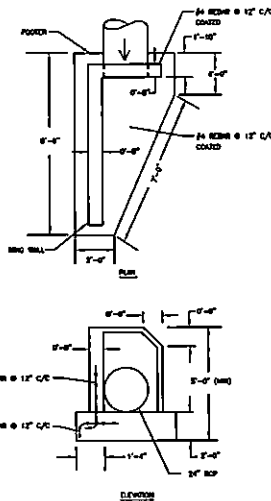
**DRAWING NO. 11**



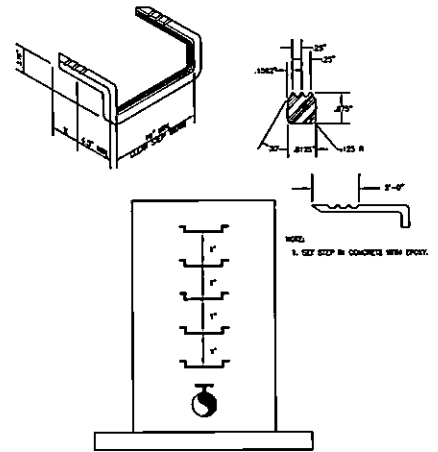


NOTE: THE CLEAN CORRIDOR IS CONFIGURED TO ACCOMMODATE THE GREASY TRAP.

SANITARY SEWER CLEAN CORRIDOR TRENCH SECTION B-B' BD  
N.T.S. 6/25



SW STORM DRAIN HEADWALL DETAIL BF  
N.T.S. 6/25



PIPE RUN A, C, AND D ALUMINUM STEP DETAIL BF  
N.T.S. 6/25



DRIVING CONFIDENTIAL: THE PROJECT AND ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. THIS INFORMATION IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. THIS INFORMATION IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY	APP'D.
1				

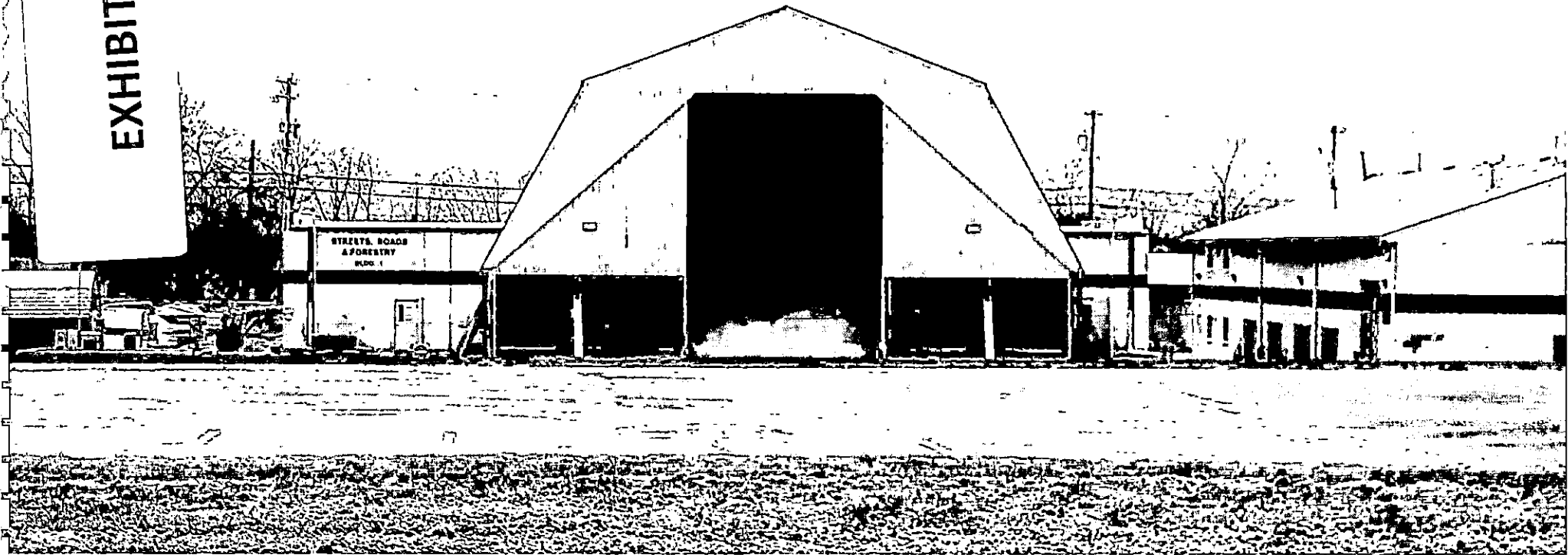
NO.	DATE	DESCRIPTION
1		

MISCELLANEOUS DETAILS

SEE SPECIFICATIONS AND RELATED DRAWINGS FOR MATERIALS AND METHODS.

DRAWING NO. 26

**EXHIBIT B**



## **NEW SALT BARN SITE ASSESSMENT AND FEASIBILITY STUDY**

**ARCHITECTURAL & ENGINEERING DESIGN**

**PREPARED FOR: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**REQUEST FOR PROPOSAL: NEW SALT BARN SITE ASSESSMENT AND FEASIBILITY STUDY**

**RFP NUMBER: 3-2019**

**PREPARED BY: EHI CONSULTANTS**

**IN PARTNERSHIP WITH:**

**BRANDSTETTER CARROLL INC**



**CONSULTANTS**

333 WEST VINE STREET  
SUITE 300

LEXINGTON, KY 40507  
EHICONSULTANTS.COM

FEBRUARY 6, 2019





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

February 6, 2019

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 #3-2019  
NEW SALT BARN SITE ASSESSMENT AND FEASIBILITY STUDY**

Dear Mr. Slatin,

We are pleased to submit our proposal in response to the RFP for the New Salt Barn Site Assessment and Feasibility Study. EHI has assembled a highly-qualified engineering and architectural 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 Brandstetter Carroll Inc., provides an additional level of architectural design 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,

Edward J. Holmes, AICP, President

# PROJECT TEAM



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

## 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 Brandstetter Carroll Inc., a Lexington-based architectural 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.

Brandstetter Carroll Inc. (BCI) began in 1979 in Lexington Kentucky, with the express purpose of providing architectural, engineering and planning services to cities, counties and other units of local government. Since that time, the firm has grown to include a staff of over 60 people with additional offices in Dallas, Texas, Cincinnati and Cleveland, Ohio. BCI has completed over \$2.6 Billion in construction volume including all phases of public infrastructure for local public clients.



BRANDSTETTER CARROLL INC  
2360 CHAUVIN DRIVE  
LEXINGTON, KY 40517

# PROJECT TEAM



CONSULTANTS

333 WEST VINE STREET  
SUITE 300  
LEXINGTON, KY 40507  
EHiconsultants.com



BRANDSTETTER CARROLL INC  
2360 CHAUVIN DRIVE  
LEXINGTON, KY 40517

## 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.

**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.

**Ryan Holmes, AICP: Project Planner** - Ryan has over 10 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.

**Michael Carroll, AIA: Lead Architect** - Mr. Carroll is co-founder, Vice President, and Managing Principal of the Lexington Architecture Division, and has over 39 years of experience on a diverse portfolio of projects including municipal recreation and aquatic centers, correctional facilities, courthouses, and public administration buildings. He is also well versed in conducting city-wide facilities master plans for recreation, public safety, and facilities management complexes. He will serve as Project Architect and will support Mike with design concepts and implementation.

**Lee Czor, PE: Project Engineer** - Mr. Czor has over 23 years of experience in civil and geotechnical engineering projects which include water and wastewater treatment plants, commercial and industrial buildings, and extensive transportation infrastructure projects (including roadway relocations, widenings, and roadway bridges over the Ohio, Tennessee, and Cumberland Rivers). Mr. Czor is responsible for supervision of field explorations, developing subsurface material parameters, performing engineering analyses, and developing engineering reports (including construction recommendations and specifications). He will serve as Project Engineer and Geotech Specialist.

# TEAM ORGANIZATION



## DIVISION OF STREETS & ROADS



# PROJECT UNDERSTANDING



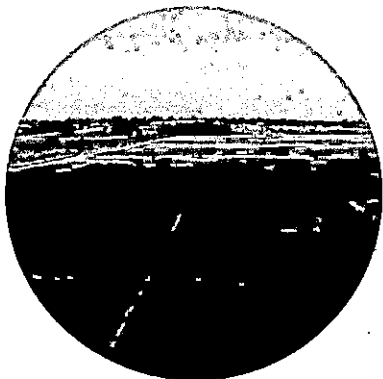
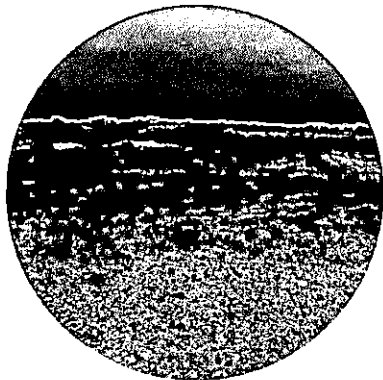
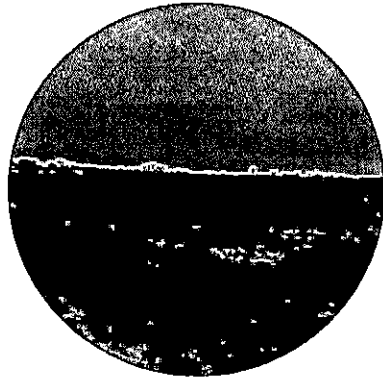
Based on the new Salt Barn scope of work, EHI has the capacity and capabilities to perform the services identified and requested. The scope fits nicely within our engineering capacity. We have performed several similar type projects in Lexington and other communities. We provided civil and site engineering services for several Fayette County Public School projects, The Met Development in Lexington, KY, and the Old Forester Distillery in Louisville, KY. Teaming with Brandstetter Carroll Inc. (BCI) provides an additional level of architectural oversight and supportive services. 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.

## BACKGROUND

The New Salt Barn Site Assessment and Feasibility Study is identified to conduct a Phase 1 site assessment and feasibility study for a new Salt Barn and associated support facilities within the LFUCG Streets & Roads campus at 1791 Old Frankfort Pike in Lexington, KY. The purpose of this study is to determine the project's feasibility to construct a new larger salt barn within the campus property limits to replace the existing salt barn and excess salt storage area. The entire existing campus was built over a former landfill with a leachate collection system and has one access point along Old Frankfort Pike. All of these elements will play an important role in the design and development of this project.



# PROJECT APPROACH



## PHASE I - SITE ASSESSMENT & FEASIBILITY STUDY

The Site Assessment & Feasibility Study will consist of a technical site analysis, preliminary cost analysis for multiple building site locations, and final layout and cost analysis for the recommended building site location.

Based on our review of this RFP, our approach to complete the site assessment & feasibility study will consist of the following components:

### PROJECT MANAGEMENT

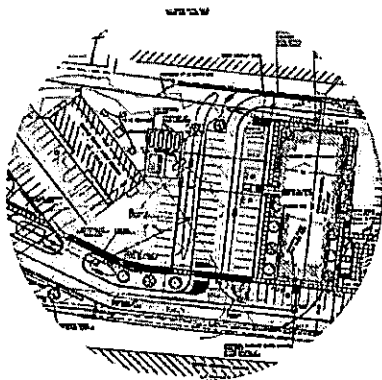
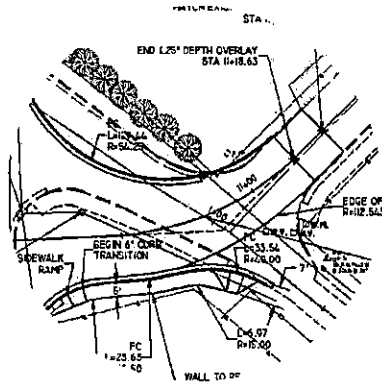
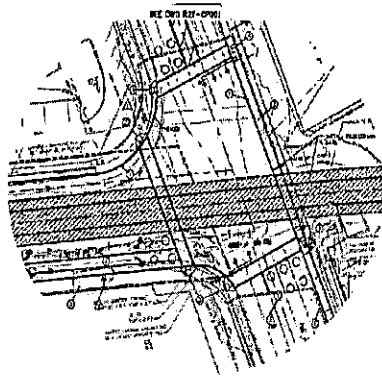
EHI will be responsible for progress reports, scheduling, technical direction of staff project management and coordination. The project team will QA/QC Tasks deliverables, and look to implement sustainable design opportunities and value engineering opportunities.

### EXISTING CONDITIONS INVENTORY

We will begin our approach by compiling an existing conditions inventory of the project site area. Our existing conditions inventory will include: site constraints and opportunities, topographic features and conditions, property and right-of-way lines, building setbacks, utility and drainage easements, land use zones, soil conditions, and utility and drainage lines and infrastructure. Since this project site area currently has salt truck operations on it, we will include additional items such as site access points, vehicular and salt truck circulation and movements, roadway turning radii and path widths, and available parking locations and spaces. Furthermore, since this project site area will continue to have salt truck operations on it for the foreseeable future, we will include additional items such as locations for salt barn expansion and integration to the future Town Branch Trail alignment.

### PROGRAMING

- A. Develop an understanding of the process required by the City for the delivery and disbursement of salt from this facility.
- B. Provide information to the city regarding the different types of salt storage facilities available.
- C. Review options in regard to the brining operations.
- D. Examine requirements for lighting and working on a 24 hour schedule.
- E. Develop a written program for review by the City in terms of the project requirements.

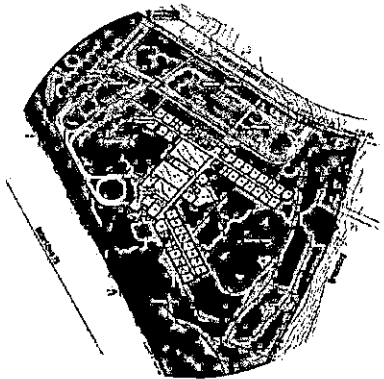
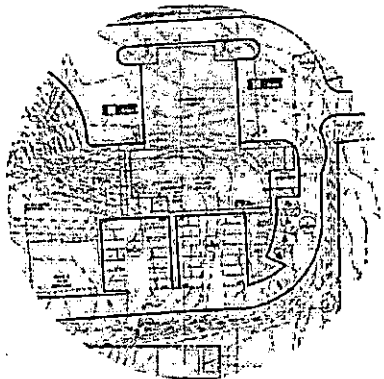
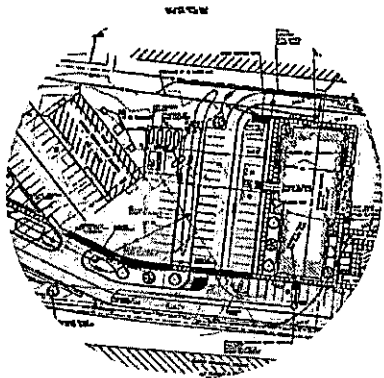


### CONCEPT DESIGN

- A. Provide a minimum of 3 proposed concepts to the city for review.
- B. These concepts would identify:
  - Circulation and adjacency relationships to other facilities on the site
  - Floor plan
  - Building elevations
  - Building processing, materials description
  - Structural system
  - Heights and widths of crucial design elements
  - Provide a cost estimate for each individual option
- C. Meet with city officials to review any of the above work.
- D. Following this meeting, provide any additional design, cost or operational issues that are identified at this meeting.
- E. Conduct a second meeting with city officials to fine tune the proposed final recommendation.

### PRELIMINARY SITE & COST ESTIMATE OPTIONS

The second part of our approach is to identify multiple potential locations and cost estimates for the proposed salt barn within the project site area. This will include features that are typically evaluated for any new structure, building type and capacity, foundation design, utility connections, site orientation, improvements, and layout, and additional parking if required. Our team will evaluate additional features such as salt brine maker type, chemical storage tanks and soil remediation due the project site area being located over a former landfill. Once all features for each location has been evaluated, we will develop an overall cost estimate for each feature of each location as well as elements including: additional amenities, life-cycle maintenance, geotechnical exploration and report, and surveying.



### **FINAL SITE RECOMMENDATION & COST ESTIMATE**

The project team will prepare a recommended location and cost estimate for the proposed salt barn within the project site area. Upon evaluation of site alternatives, we will prepare a final analysis that will summarize and help determine which option is best suited to meet the project's requirements most effectively and economically. We anticipate preparing multiple graphics that include all interior features of the salt barn building and its foundation and the overall site plan that includes any improvements, soil remediation, salt brine maker type, chemical storage tanks, and new utilities. Additionally, our cost estimates will clearly and graphically identify all cost associated with each recommendation. Cost estimates will also include expenses associated with items such as life-cycle maintenance, geotechnical exploration and surveying.

### **DELIVERABLES**

- A. Provide a final recommendation as to the location of the proposed facility.
- B. Provide a final recommendation as to the type of structure.
- C. Provide schematic design drawings showing the floor plans, elevations, wall section, and structural system descriptions.
- D. Provide information in regard to any potential soil remediation which may be necessary on site.
- E. Provide a site plan with locations for the final site improvements including utilities.
- F. Provide information in regard to operations and maintenance of the facility.
- G. Provide a final cost estimate.
- H. Provide a final rendering of the proposed facility.





## PHASE II - DESIGN & CONSTRUCTION ADMINISTRATION

The Construction Documents & Construction Administration Phase will consist of preliminary design plans & cost estimate, final design plans & cost estimate, bid documents, and assisting in the construction administration process.

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

### 1. GRADING & DRAINAGE DESIGN

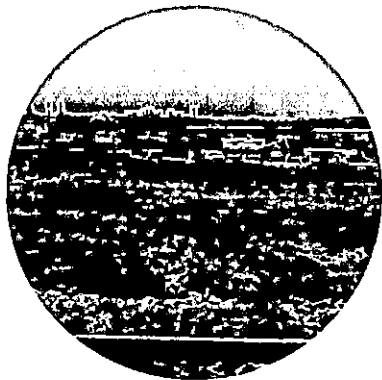
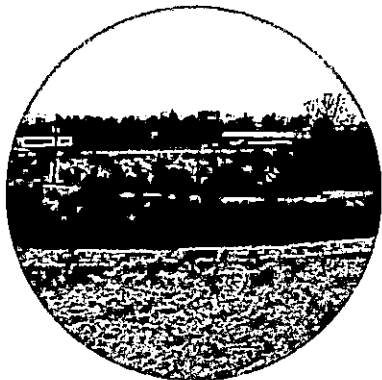
The majority of the property is already developed with existing drainage patterns. Therefore, all grading & drainage for the proposed salt barn will be designed to maintain the existing drainage patterns, regardless of its location on the property. Also, our plans will account for any future expansion of salt storage, such as an additional salt barn, based on the results of the site assessment. If the selected location is near the final alignment of Town Branch Trail, we will modify our designs to integrate with the trail, while still maintaining its existing drainage patterns. However, since the proposed salt barn will be constructed on a former landfill, the grading & drainage must be designed above the existing terrain with minimized impacts to the existing leachate collection and gas management system. Furthermore, due to the instability of the landfill's surface, all proposed paved areas must be constructed in a similar fashion as the existing paved areas. This will provide the necessary measures to ensure long-term stability.

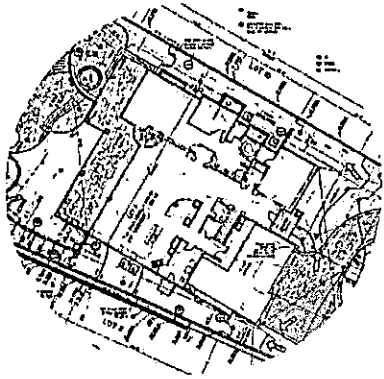
### 2. EROSION & SEDIMENT CONTROL PLANS

Although erosion & sediment control options are limited due to this project being constructed on a former landfill, we will investigate and incorporate all applicable Best Management Practices (BMPs) on the disturbed areas of the project site. A Stormwater Pollution Prevention Plan (SWPPP) will also be developed in accordance with current LFUCG standards. Similar to the grading & drainage design, all options, such as silt fence, riprap channels, inlet protection, and grass swales, must be located above the site's existing terrain.

### 3. SAFETY IMPROVEMENTS

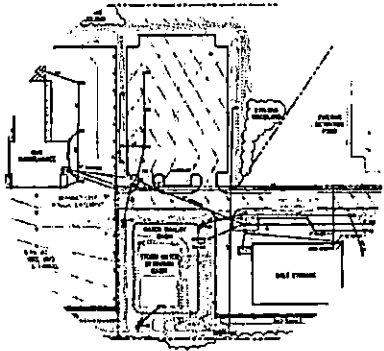
Safety improvements will be investigated and incorporated throughout the design process. Based on field observations, it will be necessary to implement several of the site's existing features. These include, but are not limited to, asphalt and rock berms, which provide a barrier zone between the proposed paved and unpaved areas, and aid in safer movements of heavier vehicles on the project site. Any additional safety features for construction on landfill surfaces will be designed and incorporated in accordance with current LFUCG standards throughout the construction process.





#### 4. UTILITY COORDINATION

As the design process of the salt barn progresses, we anticipate there being some impacts with the existing utilities throughout the project area. Upon surveying all existing utilities, we will coordinate with all affected utility companies to identify any service lines and structures to be relocated, upgraded, and completed in a timely manner before construction. Review meetings will be conducted with all affected utility companies to determine any permit and approval requirements.



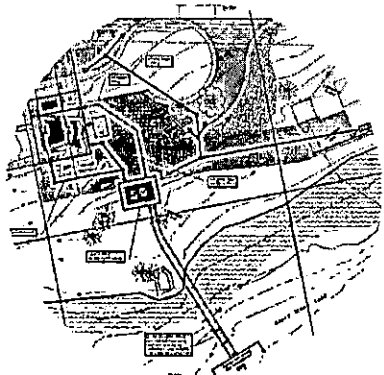
Our team has identified the former landfill's leachate collection and gas management system as the utility to be most likely affected within the project area. Once the locations and depths of this system have been surveyed, we will coordinate with LFUCG to minimize or completely avoid any impacts.

#### 5. BIDDING & CONSTRUCTION ADMINISTRATION

Bidding and construction administration processes will be the final part of the design phase. We 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 field-related issues come up that is beyond our control.






#### RECOMMENDATIONS & DELIVERABLES

- A. Preliminary & final grading & drainage (site improvements) plan
- B. Preliminary & final site utility plans
- C. Preliminary & final architectural floor plans & elevations
- D. Preliminary & final building & major wall sections
- E. Final construction specifications & details
- F. Preliminary & final M/E/P Plans
- G. Final erosion control plans
- H. Preliminary & final cost estimates



# PROJECT & FEE SCHEDULE

EHI, in partnership with Brandstetter Carroll Inc, proposes an **8-month** timeframe to complete the scope of services. The graphic below displays the work plan, deliverables, and meeting schedule of the sidewalk design process. EHI has also proposed to successfully and cost-effectively meet the objectives described by the Request for Proposal for the New Salt Barn Site Assessment and Feasibility Study. The project as outlined in the RFP will be completed for a lump sum of **\$28,000**. This fee is inclusive of all direct and indirect expenses that may occur during the project.

TASK HEADINGS	FEASIBILITY ANALYSIS & SITE ASSESSMENT	PRELIMINARY PLANNING, BARN DEVELOPMENT, & FINAL RECOMMENDATIONS	SCHEMATIC DESIGN & DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS
<b>WORK PLAN</b> 	Technical site analysis that includes an inventory of existing conditions  Preliminary building and site planning  Preliminary cost estimates  Recommendations for geotechnical exploration & surveying services  Meetings	Graphics & details of the layout for the recommended site location Cost analysis & details for the recommended site location  Meetings	Grading & drainage (site improvements) plan  Site utility plans  Architectural floor plans & elevations  Building & major wall sections  Construction specifications & details M/E/P Plans Cost estimates Meetings	Grading & drainage (site improvements) plan  Site utility plans  Architectural floor plans & elevations  Building & major wall sections  Construction specifications & details M/E/P Plans Erosion control plans Permits Cost estimates Meetings
<b>WORK PRODUCT</b> 	Complete technical site analysis and preliminary cost analysis for multiple building site locations	Complete final layout and cost analysis for the recommended building site location	Preliminary design plans & cost estimate	Final design plans & cost estimate
<b>TIMELINE</b> 	6 weeks	7 weeks	5 weeks	7 weeks
<b>PUBLIC PARTICIPATION</b> 			Utility company coordination	Utility company coordination
<b>FEE SCHEDULE</b> 	\$10,000	\$18,000	4.40% of construction cost	7.00% of construction cost

# PROJECT & FEE SCHEDULE

EHI, in partnership with Brandstetter Carroll Inc, proposes an **8-month** timeframe to complete the scope of services. The graphic below displays the work plan, deliverables, and meeting schedule of the sidewalk design process. EHI has also proposed to successfully and cost-effectively meet the objectives described by the Request for Proposal for the New Salt Barn Site Assessment and Feasibility Study. The project as outlined in the RFP will be completed for a lump sum of **\$28,000**. This fee is inclusive of all direct and indirect expenses that may occur during the project.

## EHI LFUCG SALT BARN DESIGN FEE

	Amount
<b>Phase 1: Feasibility &amp; Site Assessment Study (Lump Sum)</b>	
Task 1: Preliminary Investigation, Assessment & Approach	\$ 8,000.00
Task 2: Design, Cost Estimate & Final Recommendation	\$ 20,000.00
<b>Phase 1 Total</b>	<b>\$ 28,000.00</b>

	% of Construction Cost
<b>Phase 2: Construction Documents &amp; Construction Administration Services</b>	
<b>Total of Architectural/ Engineering Services Below</b>	<b>16.00%</b>
Task 1: Schematic Design	2.20%
Task 2: Design Development	2.20%
Task 3: Construction Documents	7.00%
Task 4: Bidding Assistance	0.75%
Task 5: Construction Administration	2.75%
Task 6: Project Closeout	1.10%

## 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.



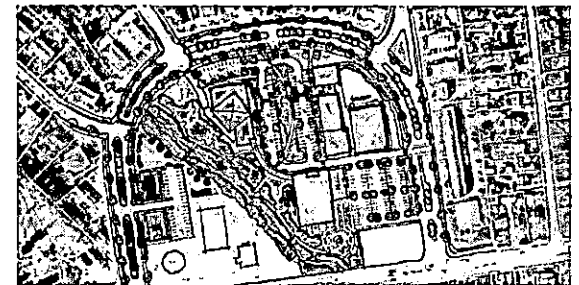
### LFUCG SMALL AREA PLANS LEXINGTON, KENTUCKY

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

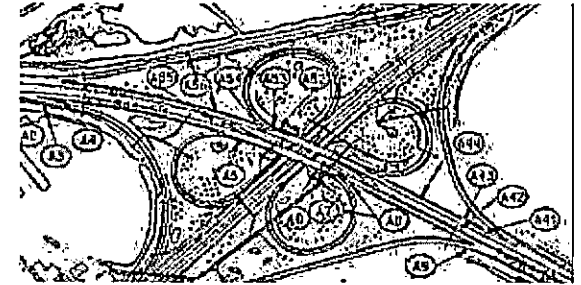
### EXPERIENCE

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

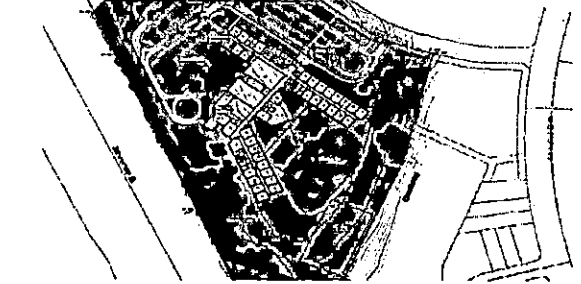
This project consisted of civil engineering design services for a new 73,000 SF building and parking for a new elementary school in Fayette County, Kentucky. Project tasks consisted of grading and drainage that includes a bus loop, a parent drop-off loop, and parking, drainage and culvert design, utility 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

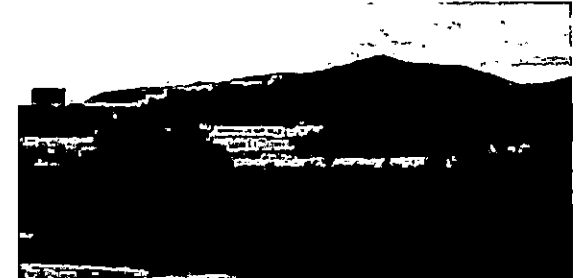
### EXPERIENCE

Ryan has over 10 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

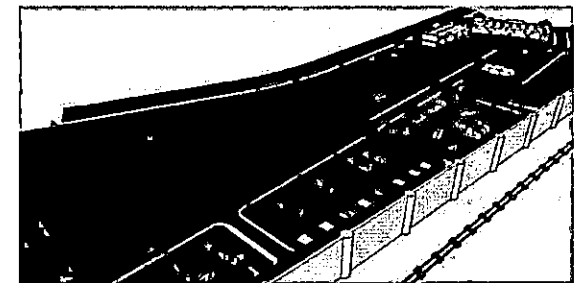
LEXINGTON, KY

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.



# PROJECT ARCHITECT



**MICHAEL E. CARROLL, AIA**  
SENIOR VICE PRESIDENT

## EDUCATION

Bachelor of Architecture, College of Design, University of Cincinnati

Master of Engineering, Civil Engineering, Harvard Graduate School of Design

## AFFILIATIONS

American Institute of Architects  
National Council of Architectural Registration Boards  
Leadership Lexington 1985-86

## REGISTRATIONS

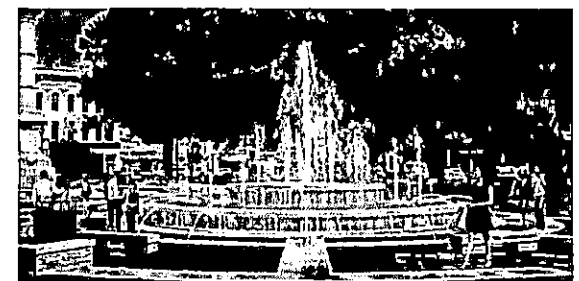
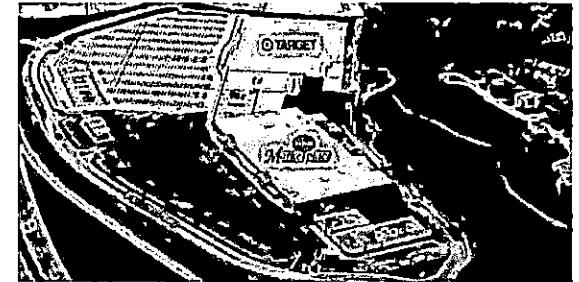
Registered Architect: State of Ohio, Commonwealth of Kentucky, State of South Carolina, State of Tennessee, State of Illinois, State of Wisconsin, State of New York, State of Texas, State of Oklahoma, Commonwealth of Virginia

## EXPERIENCE

Mr. Carroll is co-founder, Vice President, and Managing Principal of the Lexington Architecture Division, and has over 39 years of experience on a diverse portfolio of projects including municipal recreation and aquatic centers, correctional facilities, courthouses, and public administration buildings. He is also well versed in conducting city-wide facilities master plans for recreation, public safety, and facilities management complexes. Mr. Carroll has served as Principal-in-Charge and/or Project Manager for assignments in 15 states.

## RELEVANT PROJECTS

- Garrard County EOC, Lancaster, Kentucky
- Cuyahoga County EOC and Public Safety Complex, Cleveland, Ohio
- Guilford Township Fire Station Reconstruction, Seville, Ohio
- LFUCG Fire Station, Lexington, Kentucky
- Berea Police and Fire Facility, Berea, Kentucky
- Georgetown Police Department, Georgetown, Kentucky
- Clark County Emergency Operations Center, Winchester, Kentucky
- Mt. Juliet Public Safety Facility Study, Mt. Juliet, Tennessee
- Bryan Police and Fire Complex, Bryan, Ohio
- Somerset City Hall (Includes Police), Somerset, Kentucky
- Museum and Fire Station, Bowling Green, Kentucky
- Existing Fire Station Renovation, Bowling Green, Kentucky
- Air rescue Fire Fighting Facility Renovations, Bowling Green, Kentucky
- North Olmsted Fire Station No. 2, North Olmsted, Ohio
- Solon Fire Station, Solon, Ohio
- Loveland Fire Station Renovation, Loveland, Ohio
- Lebanon Fire Station No. 2 Renovation, Lebanon, Ohio
- Irvine Municipal Complex, Irvine, Kentucky
- Fire Station, Elizabethtown, Kentucky
- Clearcreek Township Station #22 & 23, Springboro, Ohio





# PROJECT ARCHITECT



**PHILLIP N. SCHILFFARTH, AIA, LEED AP BD+C, AFO ARCHITECT**

### EDUCATION

Bachelor of Architecture, College of Design, University of Kentucky

Master of Engineering, Civil Engineering, Harvard Graduate School of Design

### AFFILIATIONS

LEED AP BD+C, 2011- Present

LEED AP, 2008-2011

AIA, Member 2008- Present

AIA, 2015- Present

NCARB Program, 2008- Present

EBCE Student Mentor

Boy Scouts of America Assistant Scout Master

AFO, 2016- Present

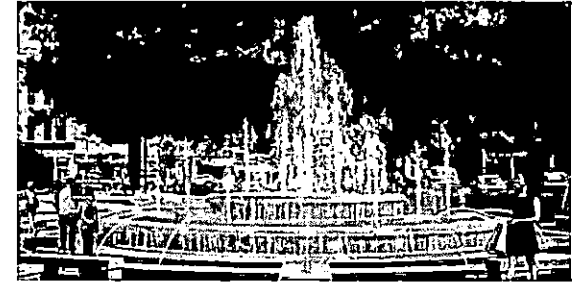
### REGISTRATIONS

Registered Architect: Commonwealth of Kentucky #7451

Certified Interior Designer: State of Ohio # ARC1817464

### RELEVANT PROJECTS

- Wyandot County Engineer’s Facility, Upper Sandusky, Ohio
- Bryan Police & Fire Complex, Bryan, Ohio
- Wayne County 911 Facility, Wayne, West Virginia
- Lexington Fire Station No. 2 , Lexington, Kentucky
- Georgetown Police Department, Georgetown, Kentucky
- Garrard County EOC, Lancaster, Kentucky
- Berea Municipal, Police & Fire Safety Building, Berea, Kentucky
- Somerset Energy Center, Somerset, Kentucky
- St. Leo Parish Life and Education Center, Versailles, Kentucky
- Owen County Public Library, Owenton, Kentucky
- Scott County Public Library, Georgetown, Kentucky
- W. Rogers Company Renovation & Addition, Lexington, Kentucky
- Kenton County Detention Center, Covington, Kentucky
- Russell County Detention Center, Jamestown, Kentucky
- Campbell County Detention Center, Newport, Kentucky



# GEOTECHNICAL ENGINEER



**LEE J. CZOR, P.E.**  
PROJECT ENGINEER

## EDUCATION

Bachelor of Science, Civil Engineering, University of Tennessee

Master of Engineering, Civil Engineering, University of Tennessee

## REGISTRATIONS

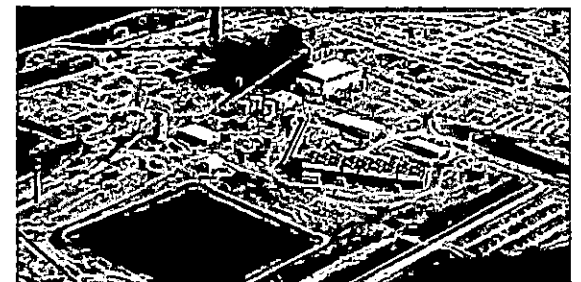
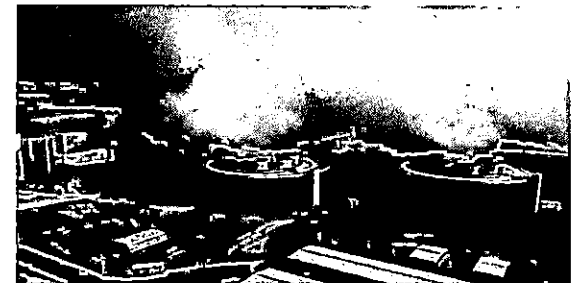
Professional Engineer: Ohio, Kentucky, Indiana

## EXPERIENCE

Mr. Czor has over 23 years of experience in civil and geotechnical engineering projects which include water and wastewater treatment plants, commercial and industrial buildings, and extensive transportation infrastructure projects (including roadway relocations, widenings, and roadway bridges over the Ohio, Tennessee, and Cumberland Rivers). Mr. Czor is responsible for supervision of field explorations, developing subsurface material parameters, performing engineering analyses, and developing engineering reports (including construction recommendations and specifications). Mr. Czor mentors junior staff and provides peer review for current projects.

## RELEVANT PROJECTS

- LFUCG RFP - Wolf Run - Geotechnical Services
- LFUCG Proposed Tank - Richmond Road - Consulting Services
- LFUCG Town Branch Wet Weather Facility - Construction Materials Testing
- LFUCG Tank Site Evaluations - Preliminary Geotechnical Investigation
- LFUCG Compost Pad - Construction Materials Testing
- LFUCG Citation Trail - Drilling Services
- Kentucky American Water - Richmond Road Station Water Treatment Plant Additions - Geotechnical Exploration
- KRS1 Chemical Storage and Feed Facility - Geotechnical Services
- Lafayette High School Football Stadium - Preliminary Geotechnical Investigation & Construction Materials Testing
- UK-CAER Building 2, Project #2312.01 - Construction Materials Testing
- Parkside Retail Development - Construction Materials Testing
- James Lane Allen Elementary Addition - Construction Materials Testing
- UK Good Samaritan Parking Structure - Construction Materials Testing
- Space Center Storage Center - Consulting Services
- Consequence Management Building - Construction Materials Testing
- Town Branch WWTP EQ Basin - Geotechnical Services
- Picadome GC/Bob-O-Link Sewer Relocation - Consulting
- JLA Elementary Additional Work - Construction Materials Testing Services



# **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.

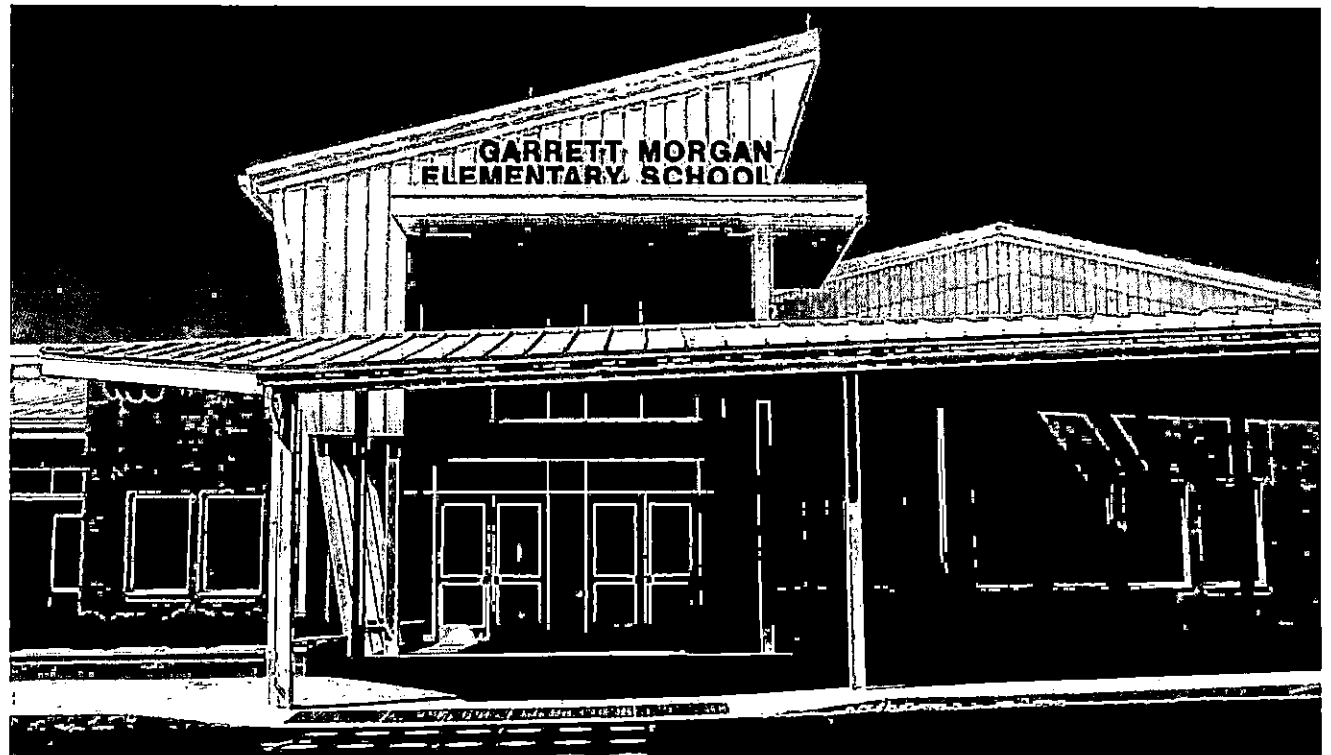
As a subconsultant, engineering services for the design of the 73,000-square foot facility included site development, new utility plans and details (water, gas, and sanitary sewer), grading & drainage plans and details, storm water management & water quality analysis, and erosion control plans and details.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

**REFERENCE:**

Fayette County Public Schools

Vince Terry  
Moody Nolan  
513.914.5835

Date of Performance:  
2013-2016



# 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:

Community Ventures Corporation

Kevin Smith  
Community Ventures Corporation  
859.231.0054

Date of Performance:  
2017- Present



## **BEREA COLLEGE**

**BEREA, KENTUCKY**



**REFERENCE:**

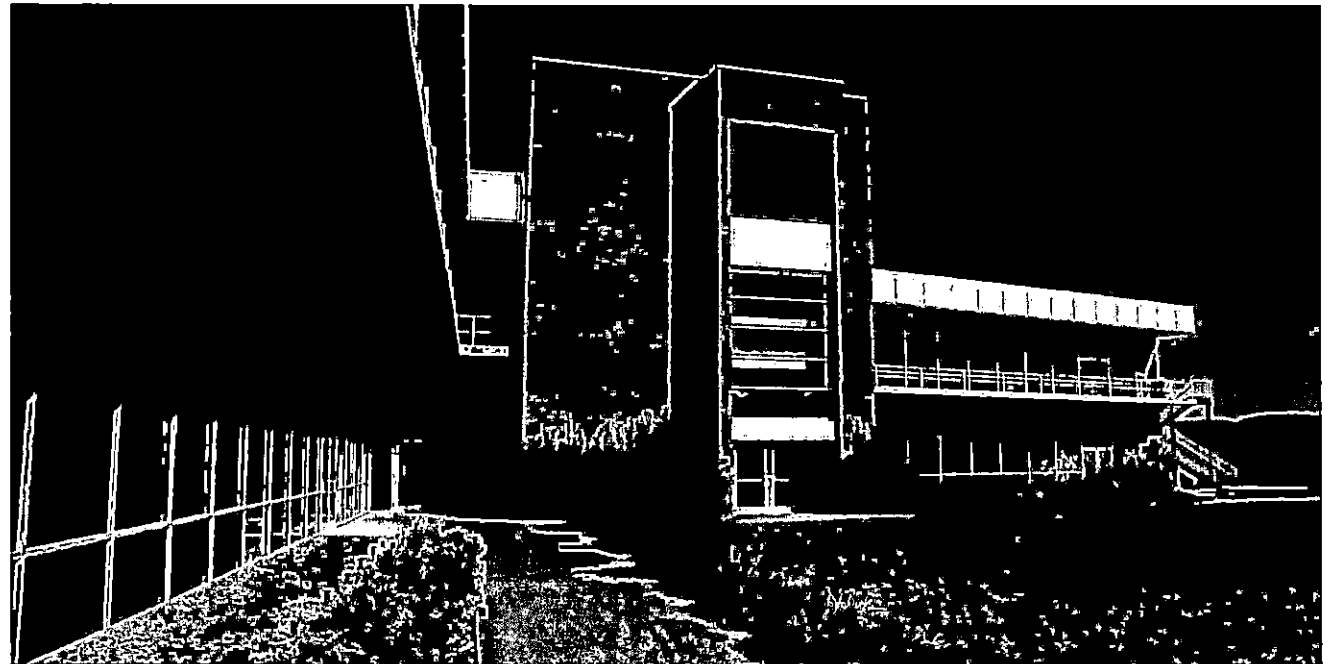
Berea College

Andrew Knight  
502.694.1416

Date of Performance:  
2015

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.



# BROWN-FORMAN CORPORATION OLD FORESTER DISTILLERY

## LOUISVILLE, KENTUCKY



### REFERENCE:

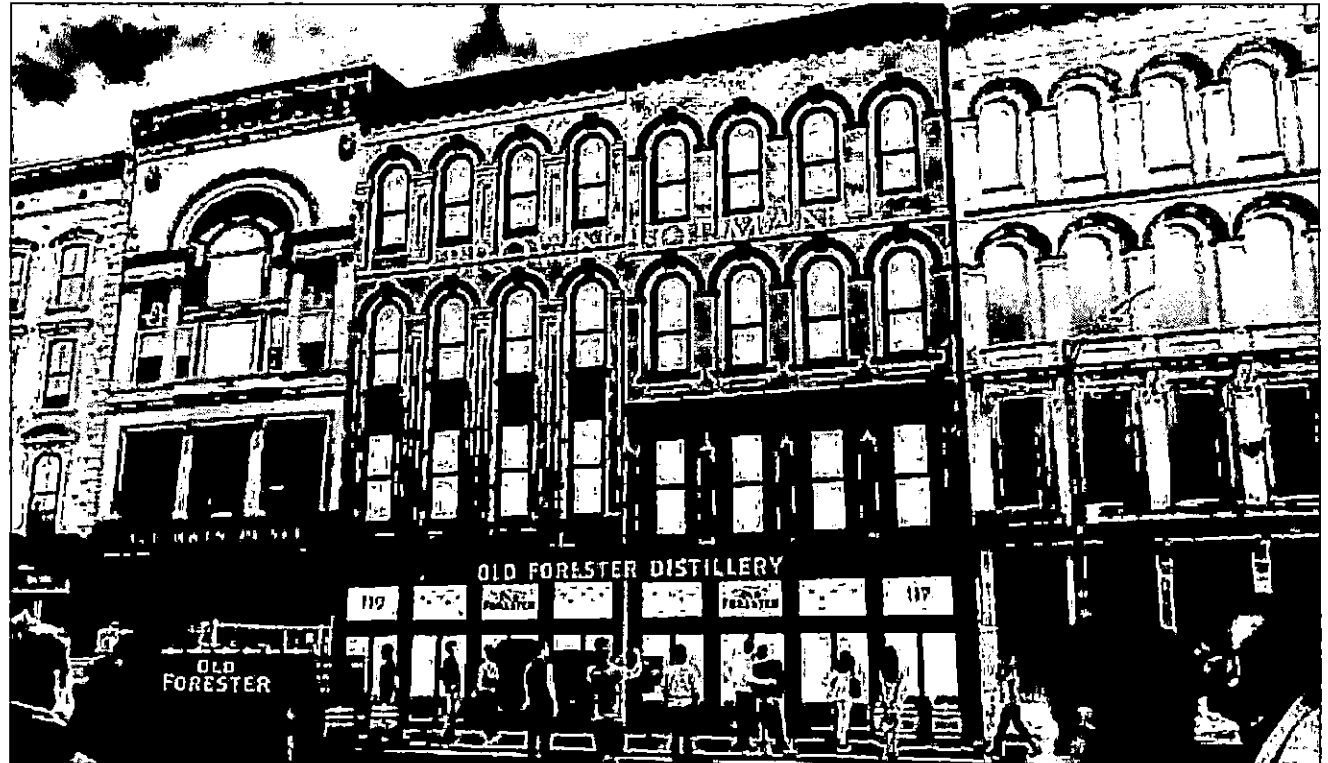
Brown Forman

Ed Kruger  
502.583.9715

Date of Performance:  
2016- 2018

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.



# SOUTHEND PARK URBAN VILLAGE PLAN

## LEXINGTON, KENTUCKY



### 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

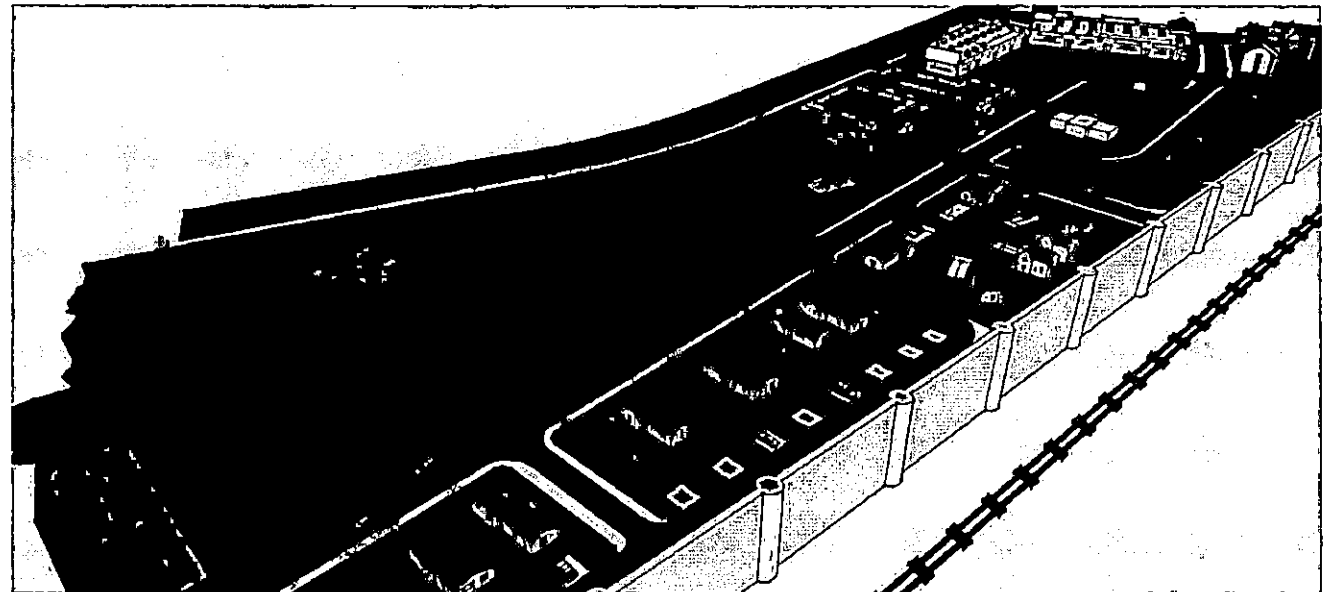
APA Kentucky Chapter Conference (2017)  
From Master Plan to Moving In: The  
Newtown Pike Road Project, Southend Park  
Neighborhood, and the role of the  
Community Land Trust

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.



# TOWN BRANCH GREENWAY

## LEXINGTON, KENTUCKY



### REFERENCE:

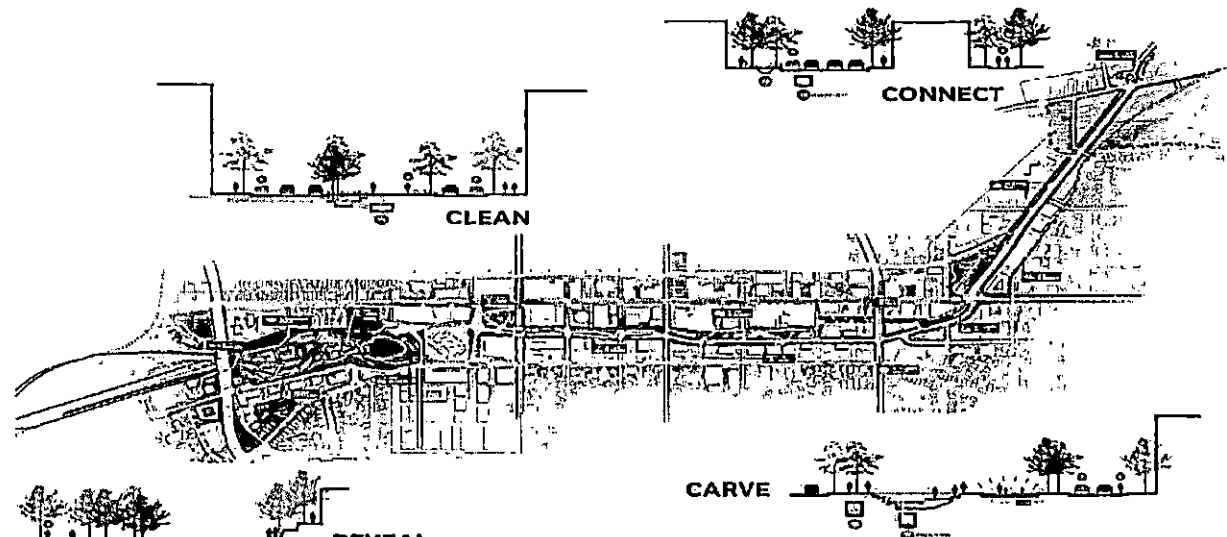
Lexington-Fayette Urban County Government

Mike Sewell  
502.627.8941

Date of Performance:  
2017- Present

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.





# SYCAMORE TOWNSHIP MAINTENANCE FACILITY

## CINCINNATI, OHIO



### REFERENCE:

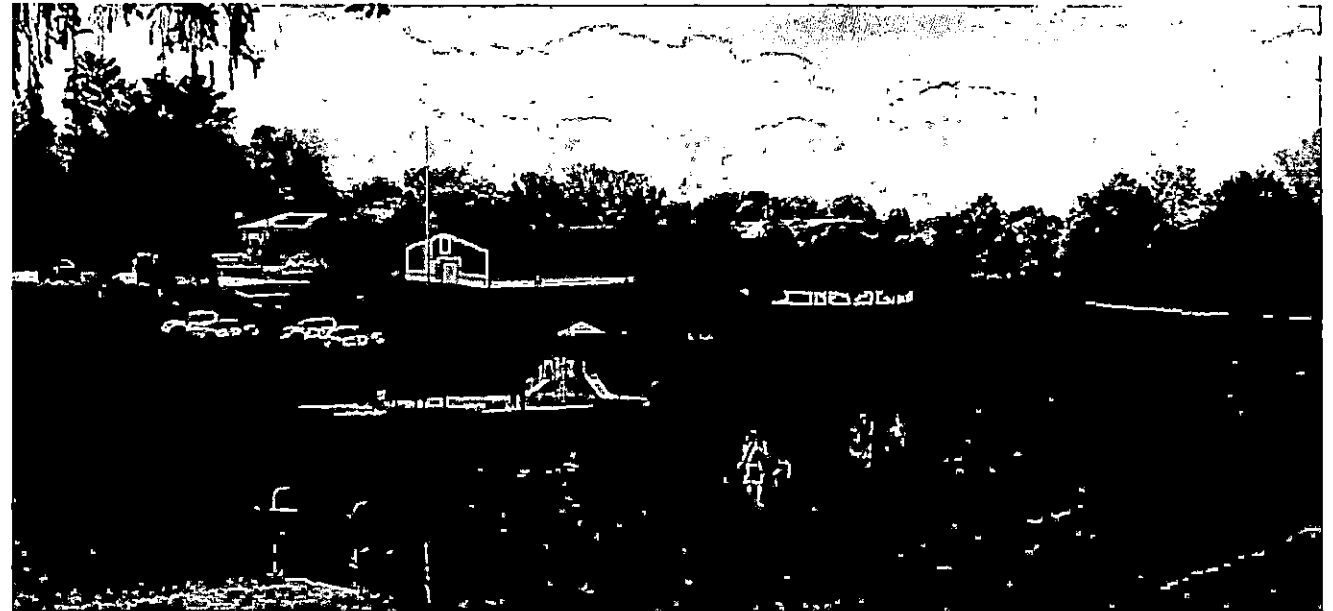
Sycamore Township Board of Trustee

Tracy Kellums  
513.792.7257

[Tkellums@sycamoretownship.org](mailto:Tkellums@sycamoretownship.org)

Date of Performance:  
2019- Present

The current maintenance facility of Sycamore Township is located within the township administration campus. The maintenance department has currently outgrown their current building and is in dire need of an expansion while maintaining the overall aesthetic of the campus. This expansion will include a new storage building, salt dome, material storage bins, fueling station and lay-down space. The storage building is approximately 18,000 sf and will accommodate a wash bay, wash bay support, office, restroom, equipment mezzanine, in addition to storage and maintenance space. A key component to the maintenance building is space for the production and storage of brining solution. The salt dome will accommodate 2,000 tons of salt. The aesthetic of the salt dome and maintenance building have been designed to be complementary to the overall administration campus and be less intrusive to the neighboring residential area. Due to the topography of the site, fill dirt will be required to maintain adequate grades/transitions for large vehicles. To assist in reducing costs, soils will be borrowed from the rear portion of the site. Not only does this reduce site costs but it creates a level play area for the neighborhood to enjoy. Site logistics have been studied in detail due to the maneuvering requirements of large vehicles. Within the administration campus is a fire station. Apparatus from the fire station must traverse the site in order to access the fuel station within the secure perimeter of the maintenance facility. Fire apparatus range from SUV's to ladder trucks. Construction documents and specifications are currently being prepared in order to be under construction in June of 2019. The anticipated construction cost is currently \$3,560,000.



## LEXINGTON FIRE STATION NO. 24

LEXINGTON, KENTUCKY



The City contracted with Brandstetter Carroll Inc. (BCI) to design a new station in a current development located off Citation Boulevard. During that review BCI reviewed the site conditions, including the soil for the property and circulation, to determine if the site was conducive to house a fire station. After conducting the site review, the City contracted with BCI to do preliminary conceptual floor plans for the fire department to determine the size of the building and work with their engineers to determine the utility locations so that the City could negotiate with the developer for the purposes of identifying and routing utilities to the proposed site.

The project is now under construction and expected to be complete in Spring 2019.

### REFERENCE:

Lexington-Fayette Urban County Government

Joyce Thomas  
859.258.3054  
jthomas@lexingtonky.gov

Date of Performance:  
2016- Present



## FAIRBORN UTILITY AND MAINTENANCE FACILITY FAIRBORN, OHIO



The City of Fairborn needed to replace several of their aging and antiquated facilities. Ultimately the City chose to co-locate their Water and Sewer Departments, Street Department, and Maintenance Department into one facility. Each of these departments currently has their own facility, so there is a long-term cost benefit to the city in the sharing of some facilities within the complex. This work includes a 4,000 ton Salt Storage Facility.

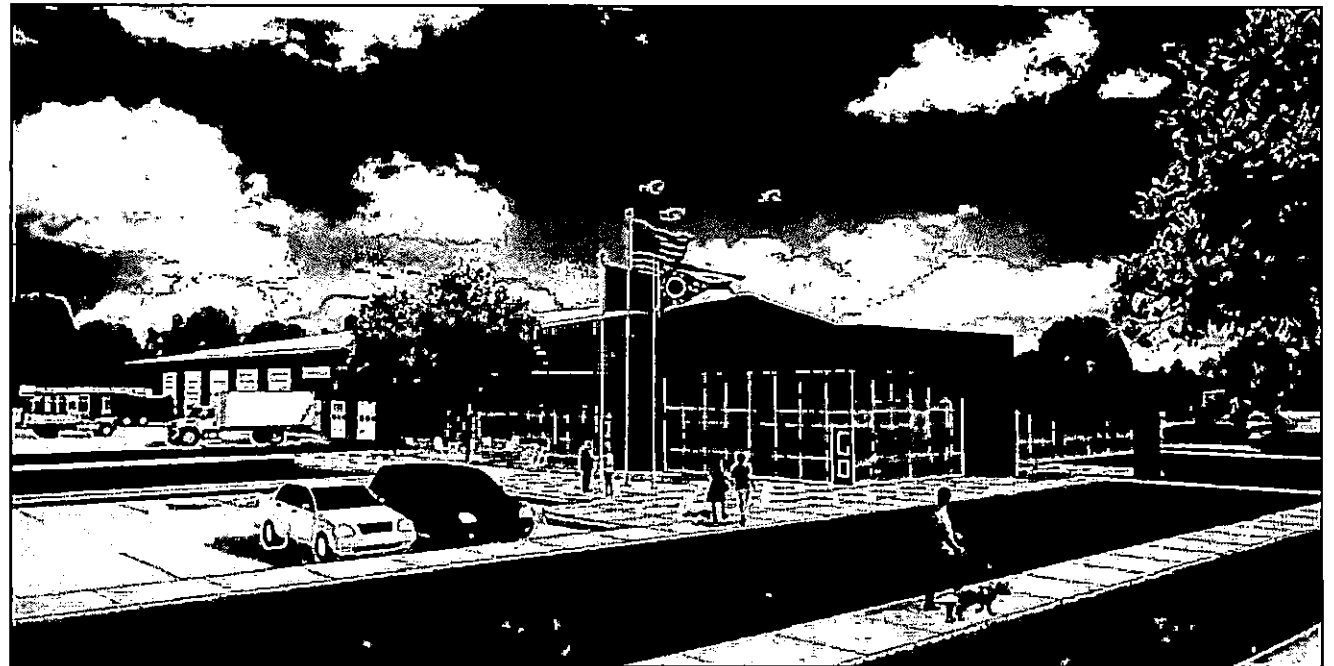
BCI constructed a site selection study, and the City chose to locate this facility at an abandoned strip shopping center on Kaufman Avenue. The facility is 73,332 s.f. and is estimated at \$7,800,000.

### REFERENCE:

City of Fairborn

Pete Bales  
937.754.3155

[pete.bales@fairbornoh.gov](mailto:pete.bales@fairbornoh.gov)



# REFERENCES



815 WEST MARKET STREET  
SUITE 304  
LOUISVILLE, KY 40202  
EHICONSULTANTS.COM



BRANDSTETTER CARROLL INC  
2360 CHAUVIN DRIVE  
LEXINGTON, KY 40517

**Jim Duncan**  
Planning Director  
LFUCG Division of Planning  
859.258.3272  
Jduncan3@lexingtonky.gov

**Stuart Goodpaster**  
Transportation Engineer  
KYTC District 7  
859.246.2355  
stuart.goodpaster@ky.gov

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

**Mike Sewell**  
Principal  
Gresham Smith and Partners  
502.627.8941  
mike.sewell@gspnet.com

**Kevin Smith**  
President & CEO  
Community Ventures Corporation  
859.231.0054  
ksmith@cvky.org

AFFIDAVIT

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

1. His/her name is Thomas Buford 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 Benford

STATE OF Kentucky

COUNTY OF Jefferson

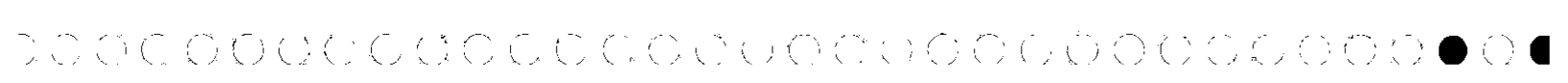
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Thomas Benford on this the 5 day

of February, 2019.

My Commission expires: 07-25-2022

Toni G. [Signature]  
NOTARY PUBLIC, STATE AT LARGE, Notary



# 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.*

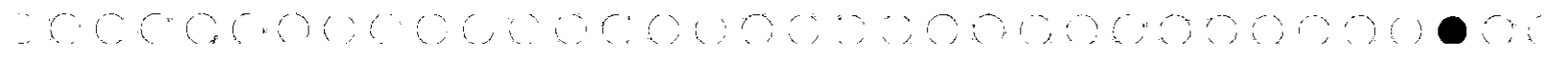
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment 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.*

\*\*\*\*\*

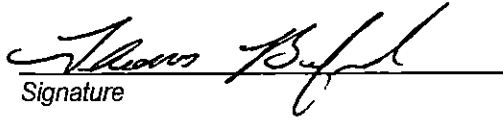
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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.

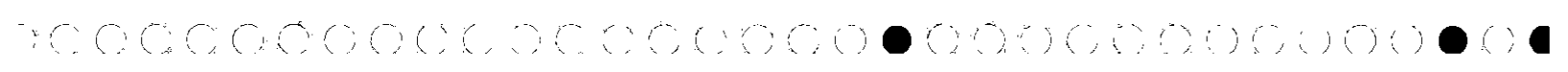


Bidders

*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

EMI CONSULTANTS  
Name of Business





**WORKFORCE ANALYSIS FORM**

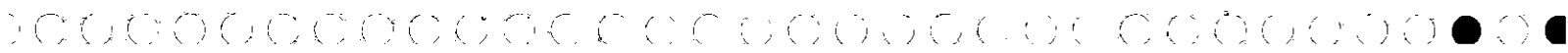
Name of Organization: EHI CONSULTANTS

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	8	4						4									
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-																	
Office/Clerical	1		1														
Skilled Craft																	
Service/Maintenan																	
<b>Total:</b>																	

Prepared by: THOMAS BENFORD MARKETING Coordinator Date: 2 | 5 | 2019

(Name and Title)

Revised 2015-Dec-15



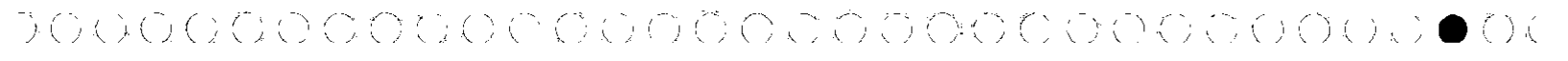
Firm Submitting Proposal: EH1 CONSULTANTS

Complete Address: 333 W. VINE ST LEXINGTON 40507  
Street City Zip

Contact Name: EO HOLMES Title: PRESIDENT

Telephone Number: 959-425-4881 Fax Number: \_\_\_\_\_

Email address: HOLMES@EH1CONSULTANTS.COM





**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 3-2019

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

2/5/2019  
Date

*Shawn Puff*  
Company Representative

MARKETING COORDINATOR  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 3-2019

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.					

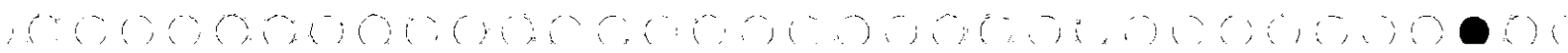
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

EHI CONSULTANTS  
Company

2/5/2019  
Date

Thomas Buford  
Company Representative

MARKETING COORDINATOR  
Title





MWDBE QUOTE SUMMARY FORM  
 Bid/RFP/Quote Reference # 3-2019

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 <i>EHI CONSULTANTS</i>	Contact Person <i>ED HOLMES</i>
Address/Phone/Email <i>333 W. VINE ST LEXINGTON KY 40507</i> <i>859-425-4591</i> <i>HOLMES@EHICONSULTANTS.COM</i>	Bid Package / Bid Date <i>2/6/2019</i>

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*  
 Company

*Thomas Boyd*  
 Company Representative

*2/5/2019*  
 Date

*MARKETING COORDINATOR*  
 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 # 3-2019

Total Contract Amount Awarded to Prime Contractor for this Project \$28,000

Project Name/ Contract # <i>NEW SALT BARN SITE ASSESSMENT</i>	Work Period/ From: _____ To: _____
Company Name: <i>EHI CONSULTANTS</i>	Address: <i>333 W Vine street, suite 300, Lexington, KY</i>
Federal Tax ID: <i>61-1277458</i>	Contact Person: <i>Ed HOLMES</i>

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

*Ed Holmes*  
Company Representative

2/5/2019  
Date

MARLETING COORDINATOR  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 3-2019

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.

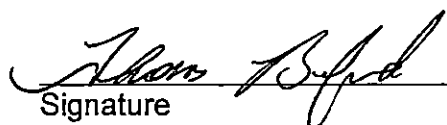
EH1 CONSULTANTS  
Company  
2/5/2019  
Date

THOMAS BENFORD  
Company Representative  
MARKETING COORDINATOR  
Title



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

2/5/2019  
Date



- e. Provide the current number of employees and employee types.
  - f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
  - g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
  - h. Summary of firm's recent (5 year) experience in similar/representative projects including construction costs and references.
  - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
  - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
  - k. Ability to meet required deadlines (**See Project Schedule – Attachment B**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
  - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. Proposals are limited to 20 single-sided pages not including the required LFUCG documents and as outlined in the RFP. Proposals in excess of these requirements may not be considered.
  4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. LFUCG assumes no responsibility for such costs. LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
  5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
    - a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
    - b. A schedule (**See Project Schedule – Attachment B**) to complete services described herein.
    - c. An explanation of the communication/documentation and collaboration plan.
    - d. An explanation of the approach that will be used to assure quality and well coordinated documents between all disciplines through the design process.
    - e. An explanation of the team Quality Control Program throughout all phases of design and through construction administration.

**6. Lump Sum Pricing**

- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.
- b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

**PHASE 1:**

<u>Feasibility &amp; Site Assessment (Total of Services Below)</u>	<u>\$ 28,000</u>
Task 1: Preliminary Investigation, Assessment & Approach	<u>\$ 8,000</u>
Task 2: Design, Cost Estimate & Final Recommendation	<u>\$ 20,000</u>

**LFUCG reserves the right to negotiate the fees for Phase 2 with the Consultant selected for Phase 1, or solicit new proposals for Schematic Design through Construction Administration.**

**PHASE 2:**

**Construction Documents & Construction Administration Services**

<u>Total of Architectural/ Engineering Services Below</u> (percentage of construction cost)	<u>16 %</u>
Task 1: Schematic Design: (percentage of construction cost)	<u>2.2 %</u>
Task 2: Design Development: (percentage of construction cost)	<u>2.20%</u>
Task 3: Construction Documents: (percentage of construction cost)	<u>1.00%</u>
Task 4: Bidding Assistance: (percentage of construction cost)	<u>0.15 %</u>
Task 5: Construction Administration: (percentage of construction cost)	<u>2.15 %</u>
Task 6: Project Closeout: (percentage of construction cost)	<u>1.10 %</u>

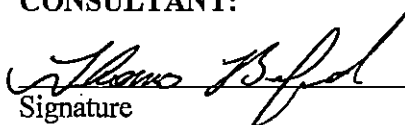
**7. Unit Pricing:**

- 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. Include Unit Pricing Hourly Rates for the Consultant contracted with LFUCG and all Sub-Consultants contracted with the Consultant.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>PRESIDENT</u>	<u>200.<sup>00</sup></u> \$/HR
<u>PROJECT MANAGER</u>	<u>175.<sup>00</sup></u> \$/HR
<u>ARCHITECT</u>	<u>170.<sup>00</sup></u> \$/HR
<u>PLANNER</u>	<u>120.<sup>00</sup></u> \$/HR
<u>PLANNING TECH</u>	<u>86.<sup>00</sup></u> \$/HR
<u>ADMINISTRATIVE</u>	<u>59.<sup>82</sup></u> \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

- 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 3.82 %

**CONSULTANT:**

  
 \_\_\_\_\_  
 Signature

THOMAS BENFORD      MARKETING COORDINATOR  
 Printed Name & Title

2/5/2019  
 \_\_\_\_\_  
 Date