

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (hereinafter "Agreement"), made on the 6 day of December, 2016, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A (hereinafter "LFUCG") and **STANTEC ARCHITECTURE, INC.**, a foreign corporation with offices at 13980 Collections Center Drive, Chicago, IL 60693-0139, a subsidiary of Stantec Consulting Services Inc., a foreign corporation with offices at 1409 North Forbes Road, Lexington, KY 40511 (hereinafter "CONSULTANT").

WHEREAS, the LFUCG seeks to partner with a consultant to (1) examine the location and condition of property and equipment used by the Department of Environmental Quality and Public Works (hereinafter "EQPW"), (2) optimize the use of said property; (3) propose an appropriate divisional layout for maximum efficiency; and (4) complete a comprehensive facilities plan for EQPW; and

WHEREAS, the LFUCG issued a request for proposals, or RFP #29-2016 Facilities Consultant, to accomplish the above tasks; and

WHEREAS, CONSULTANT responded to RFP #29-2016 (hereinafter the "RFP") and LFUCG determined that CONSULTANT was the successful bidder;

NOW, THEREFORE, LFUCG and CONSULTANT, in consideration of their mutual covenants herein, AGREE with respect to the professional services ("Services") set forth in the RFP and the payment for those Services by the LFUCG as set forth below.

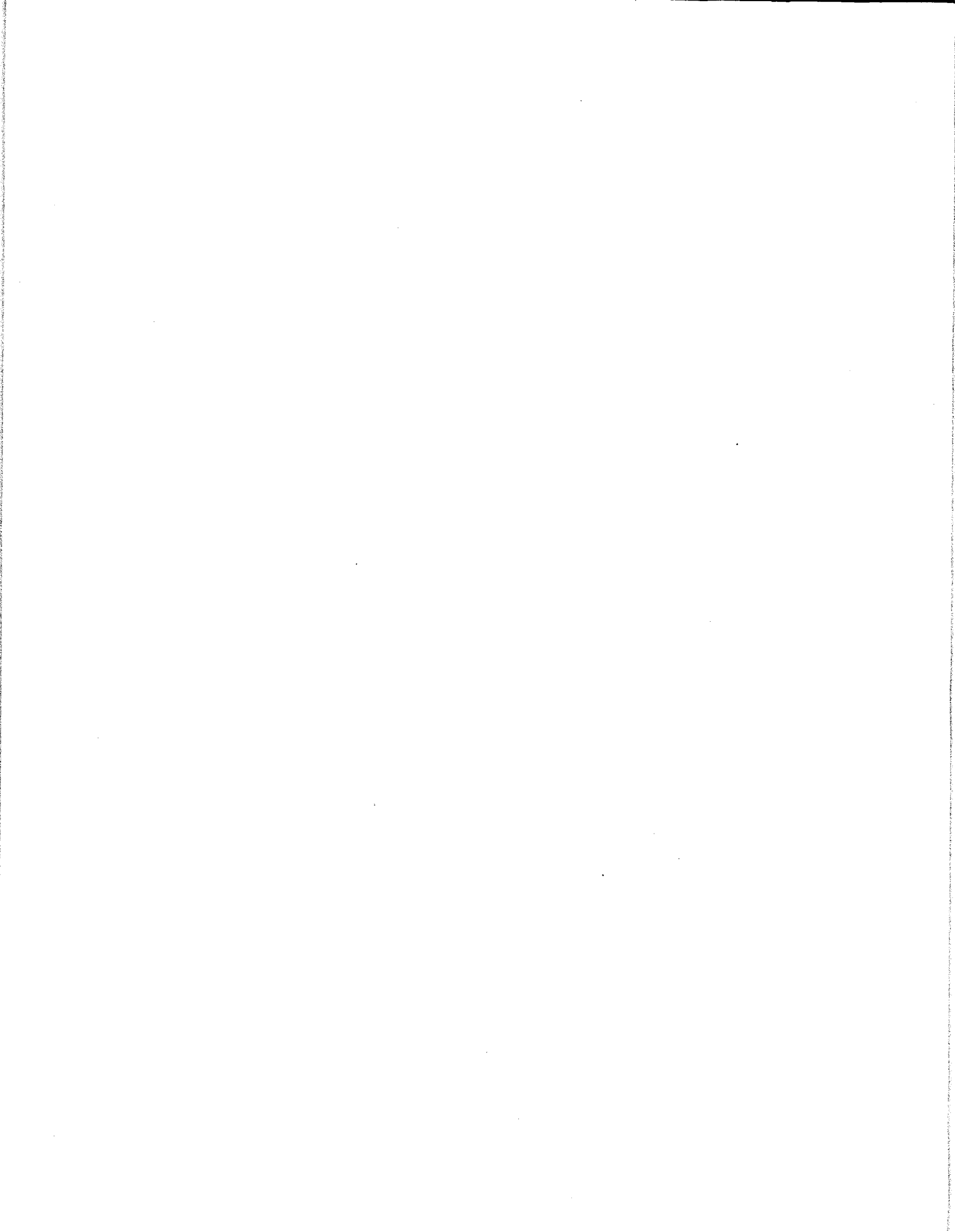
WITNESSETH: That CONSULTANT and LFUCG in consideration of the negotiated hours and rates required to complete the work by CONSULTANT, hereby agree to commence and complete the scope of services described as follows:

1.0 SCOPE OF WORK

CONSULTANT shall perform the work as outlined in the RFP and CONSULTANT's Response which are attached hereto as Exhibit "A" (the "RFP") and as Exhibit B (the "Response"), respectively.

2.0 APPLICABLE LAWS

CONSULTANT shall perform work in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations, and 23 Code of Federal Regulations.**3.0 INCORPORATED DOCUMENTS**



All of the terms and provisions of the RFP, including but not limited to the General Conditions and the Risk Management Provisions, are incorporated herein by reference as if fully stated. To the extent of any conflict between or among the documents, the terms of this Agreement shall take precedence, followed by the RFP and the Response.

Exhibit A - The "RFP" document titled "RFP #29-2016 Facilities Consultant" including the General Conditions and the Risk Management Provisions.

Exhibit B - The "Response" document titled "Stantec, Response to Lexington-Fayette Urban County Government RFP #29-2016 Facilities Consultant," as negotiated.

Exhibit C - The negotiated hours with rates required to complete the tasks defined within RFP #29-2016.

4.0 TIMELY REPORTS

CONSULTANT shall provide monthly reports of all activities to the LFUCG Project Manager. Reports may be submitted electronically.

5.0 TERM

This Agreement is effective as of the date of LFUCG's signature ("Effective Date") and shall continue until June 30, 2017, with an option for an additional one (1) year renewal, subject to sufficient appropriation of funds and mutual agreement between LFUCG and CONSULTANT.

6.0 TERMINATION

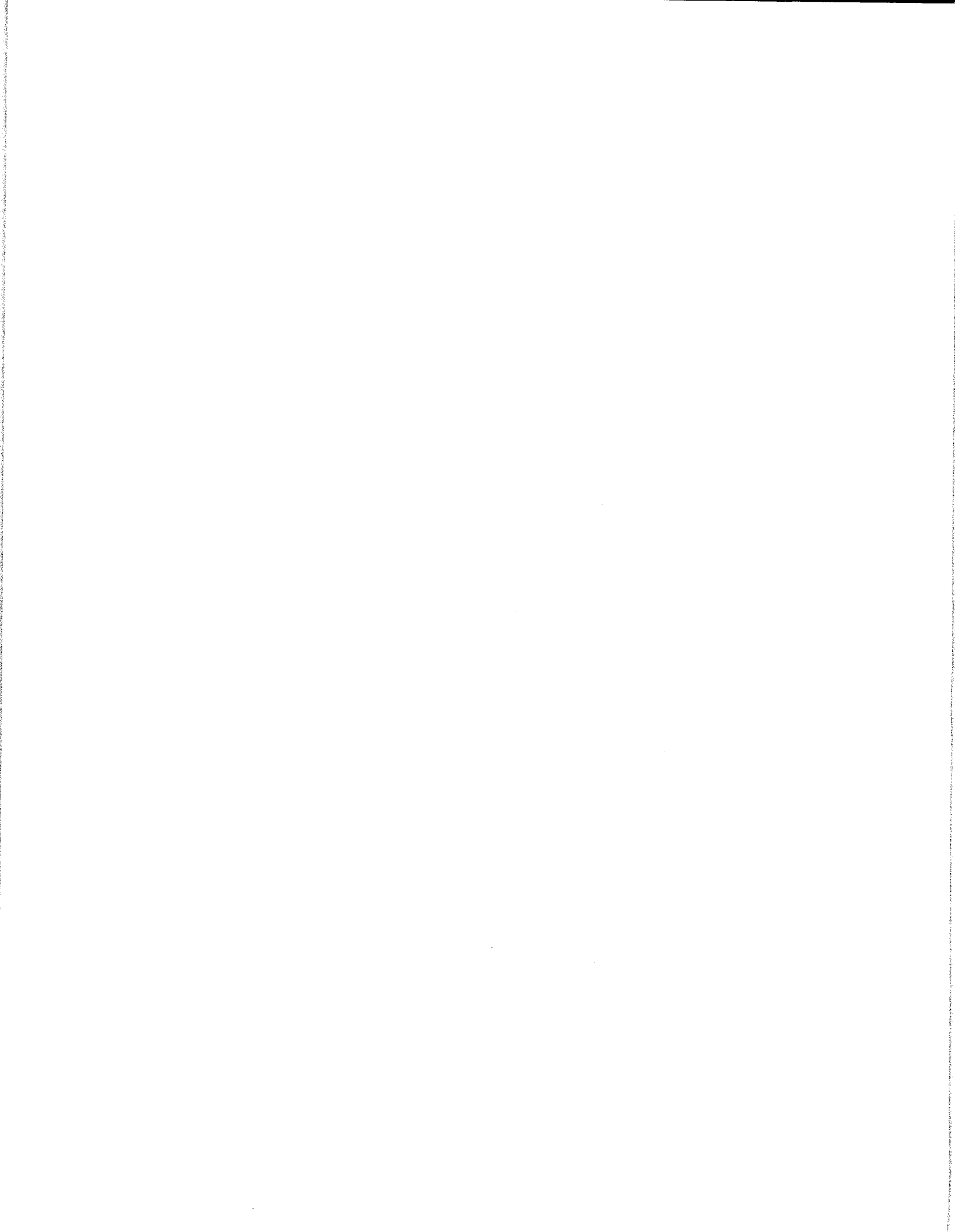
LFUCG may terminate performance of this Agreement, or a portion thereof, upon thirty (30) days' written notice, or if the CONSULTANT materially breaches any provision of this Agreement. Upon receipt of a written notice (which shall describe the circumstances that lead to a material breach), CONSULTANT shall have thirty (30) calendar days to cure the default.

7.0 INDEMNIFICATION CLAUSE

The Risk Management Provisions of RFP #29-2016 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

8.0 PAYMENTS TO CONSULTANT

Payment for the Services hereunder shall not exceed \$218,000.08.



- a. All invoices shall reflect the work performed in accordance with RFP #29-2016 and the corresponding amount due based on the budget allotted for each task.

8.1 Time of Payment

CONSULTANT shall submit detailed monthly statements indicating work completed for LFUCG, and shall submit sufficient documentation for any and all reimbursable expenses prior to payment. LFUCG shall respond to the CONSULTANT's monthly statements within thirty (30) days, either denying payment or making payments.

Other Provisions Concerning Payments

8.1.1. In the event that this Agreement is terminated by the LFUCG without fault on the part of CONSULTANT, CONSULTANT shall be paid for actual work performed or services rendered and delivered to LFUCG prior to termination, as determined by mutual agreement between LFUCG and CONSULTANT.

8.1.2.. In the event that Services are terminated by LFUCG for fault on the part of CONSULTANT, CONSULTANT shall be paid reasonable value of the work performed or services rendered and delivered to LFUCG prior to termination, as determined by the LFUCG.

9.0 SUCCESSORS AND ASSIGNS

CONSULTANT binds itself, its partners, successors, executors, administrators, assigns, agents, and legal representatives to this Agreement with respect to all covenants, agreements and obligations set forth herein.

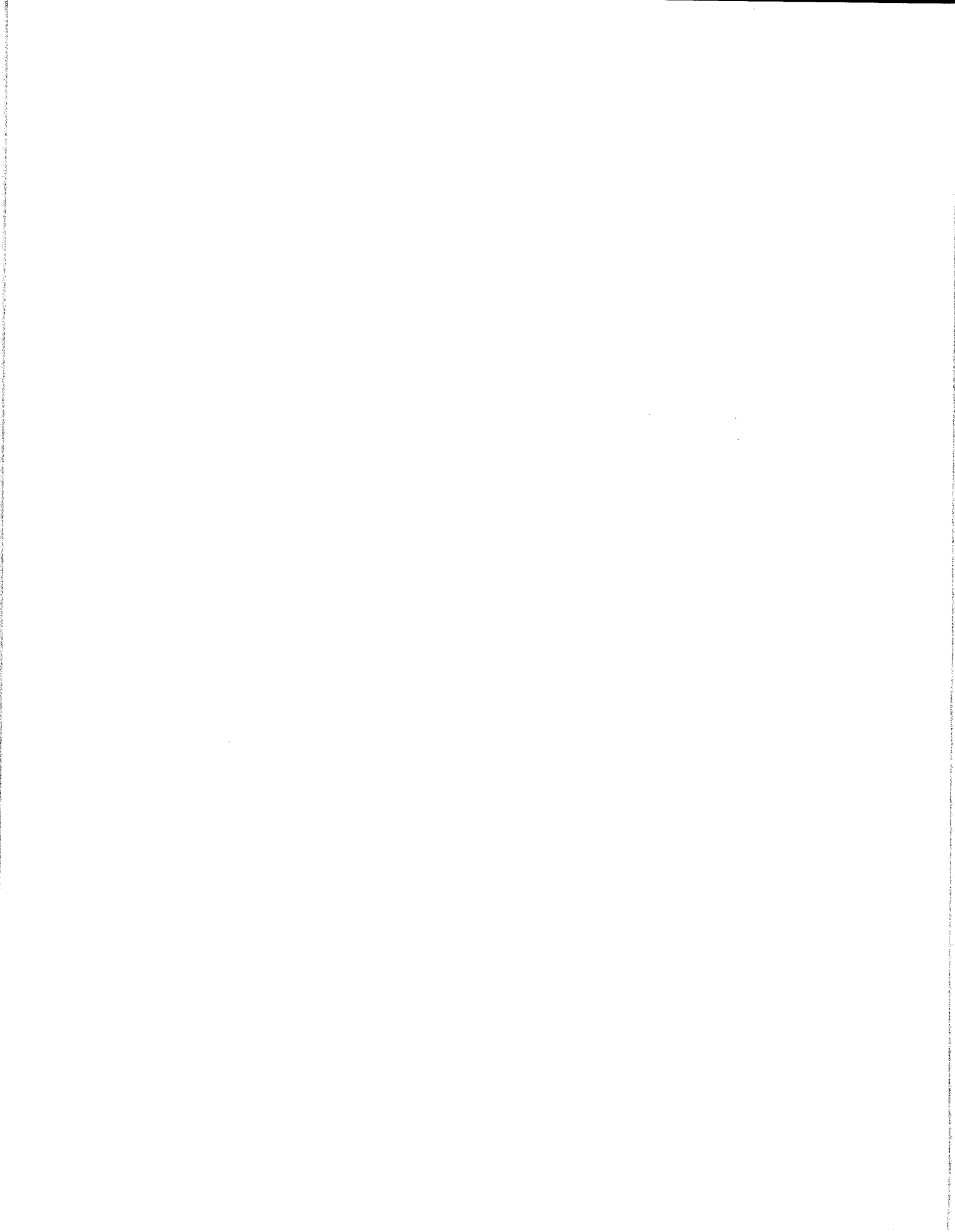
10.0 ASSIGNMENT AND DELEGATION

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

CONSULTANT shall not subcontract more than fifty percent (50%) of the Services hereunder, based upon dollar value, to be provided under this Agreement. CONSULTANT shall obtain written approval prior to delegating or assigning any services contained in this Agreement. LFUCG's consent to assignment or delegation of any part of this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for compliance with the provisions of this Agreement.

11.0 FORCE MAJEURE

CONSULTANT shall not be liable to LFUCG for any delay in performance or any failure



in performance hereunder caused in whole or in part by reason of *force majeure*, which shall be deemed to include war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or unavoidable delays in mass transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, disease, accident, fire, explosion, flood, storm or other act of God, unforeseeable shortage of labor, fuel, raw materials, machinery or unforeseen technical failures. LFUCG shall not refuse to accept delivery by reason of delays occasioned by *force majeure*. Any delay resulting from *force majeure* shall correspondingly extend the time for performance by CONSULTANT. Notwithstanding the above, CONSULTANT acknowledges that it will not be excused from full performance of any contractual provision contained herein or separately contained in any Statement of Work or Change Order if an act or occurrence resulting in any delay in performance or failure in performance could have been avoided through CONSULTANT's exercise of due care.

12.0 OPTIONAL TASKS AND SERVICES LFUCG may desire to have the CONSULTANT perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as "Optional Task and 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 written authorization is given by the LFUCG. This work shall be considered as "Optional Work & Tasks" and shall be paid on a lump sum basis by task in accordance with the negotiated rates as provided by the CONSULTANT in response to RFP #29-2016 in the Pricing Matrix.

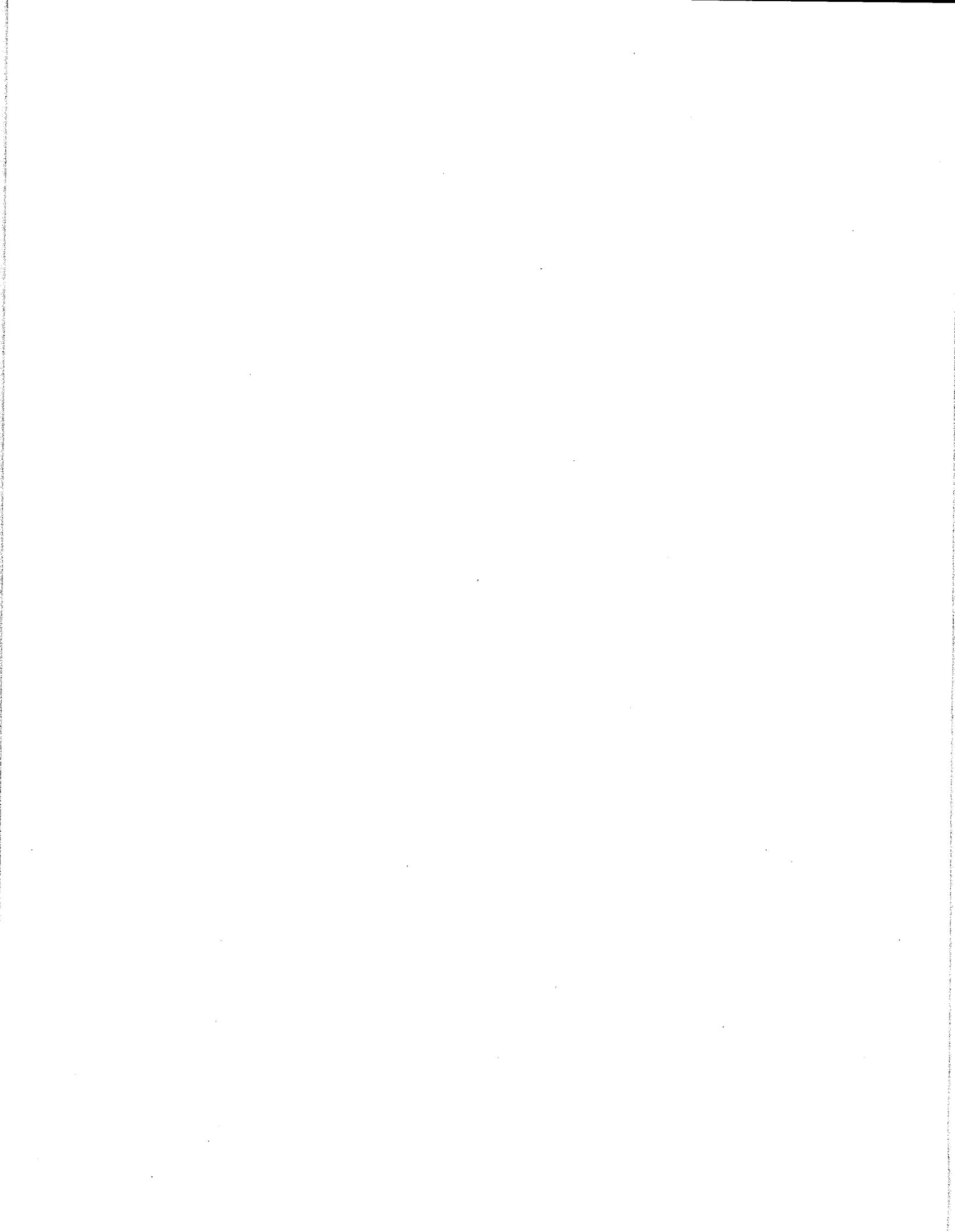
13.0 RIGHTS IN WORK PRODUCT

Unless otherwise agreed by the parties in a separate Agreement, all Services rendered by CONSULTANT under this Agreement and the product or proceeds of such Services, including any and all information and data owned or controlled by LFUCG, or otherwise manifested in programs and documentation purchased, produced, or delivered to or on LFUCG's behalf ("Work Product") shall belong to and be owned by LFUCG. CONSULTANT and third party service and software providers shall retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to their respective, independently developed intellectual property in accordance with federal copyright and other applicable laws.

14.0 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONSULTANT agrees as follows:

14.1 The CONSULTANT agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of



1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

14.2 CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or other handicap. CONSULTANT shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, sex, age, disability or other handicap. CONSULTANT will take affirmative action to insure that all employment practices include, but are not limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of 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.

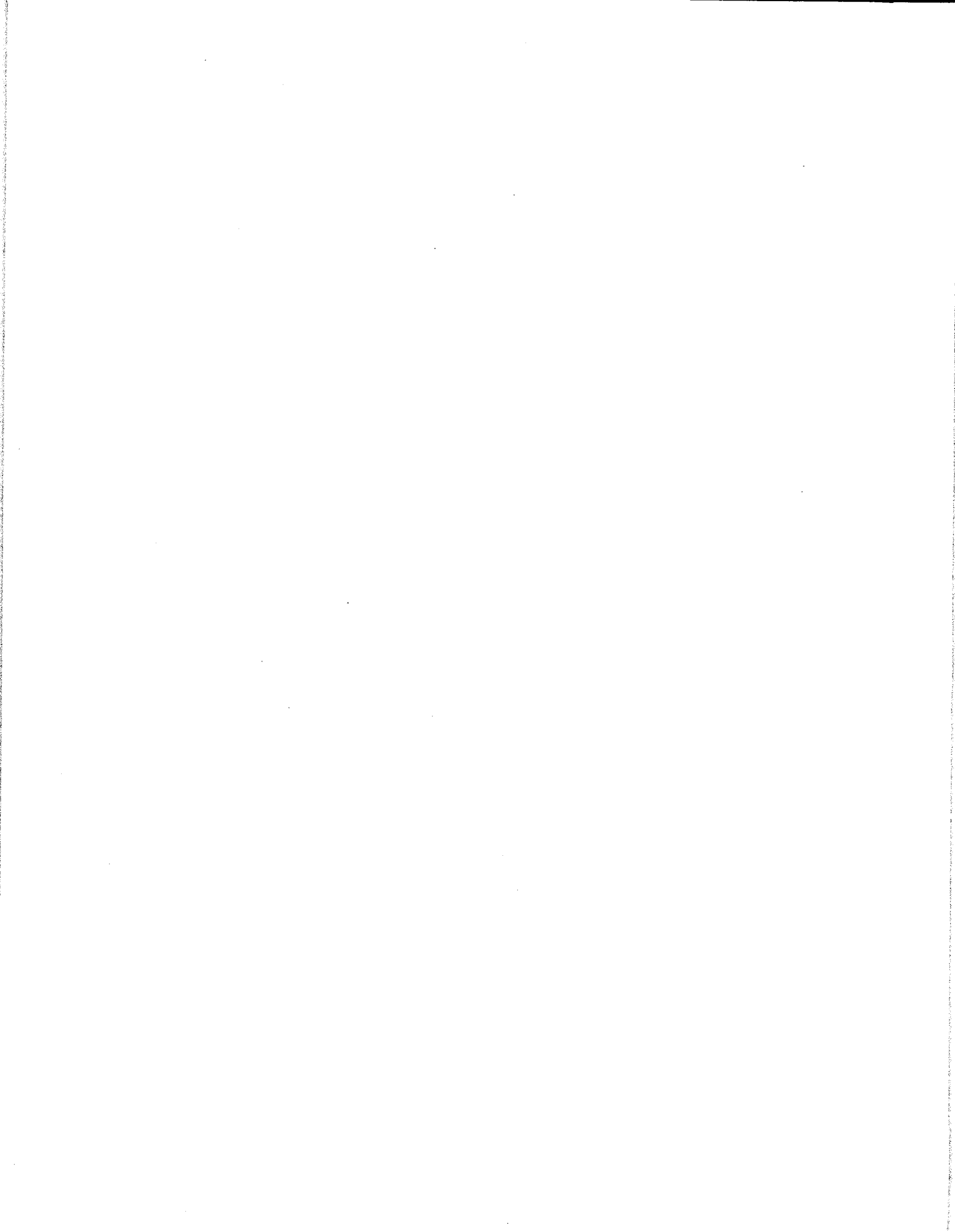
14.3 Compliance with Civil Rights Act of 1964. During the performance of this AGREEMENT, CONSULTANT agrees as follows:

A. CONSULTANT will comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.

B. Nondiscrimination: CONSULTANT with regard to the work performed by it after award and prior to completion of the AGREEMENT work will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT or CONSULTANT'S obligations under this AGREEMENT with the REGULATIONS relative to nondiscrimination on the ground of race, color, or national origin.

D. Information and Reports: CONSULTANT will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the GOVERNMENT to be pertinent to ascertain compliance with such REGULATIONS orders and instructions.



Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT will so certify to the GOVERNMENT as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this AGREEMENT, the GOVERNMENT will impose such contract sanctions as it may determine to be appropriate, including but not limited to:

1) Withholding payment to CONSULTANT under the AGREEMENT until CONSULTANT complies; and/or

2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

14.4 DBE Obligation. CONSULTANT or its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard, CONSULTANT or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONSULTANT and the subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

CONSULTANT will make every effort to locate DBEs to purchase materials and services for use in this AGREEMENT. CONSULTANT shall document the steps it has taken to obtain DBE participation, including, but not limited to the following:

A. The names, addresses, and telephone numbers of DBEs that were contacted;

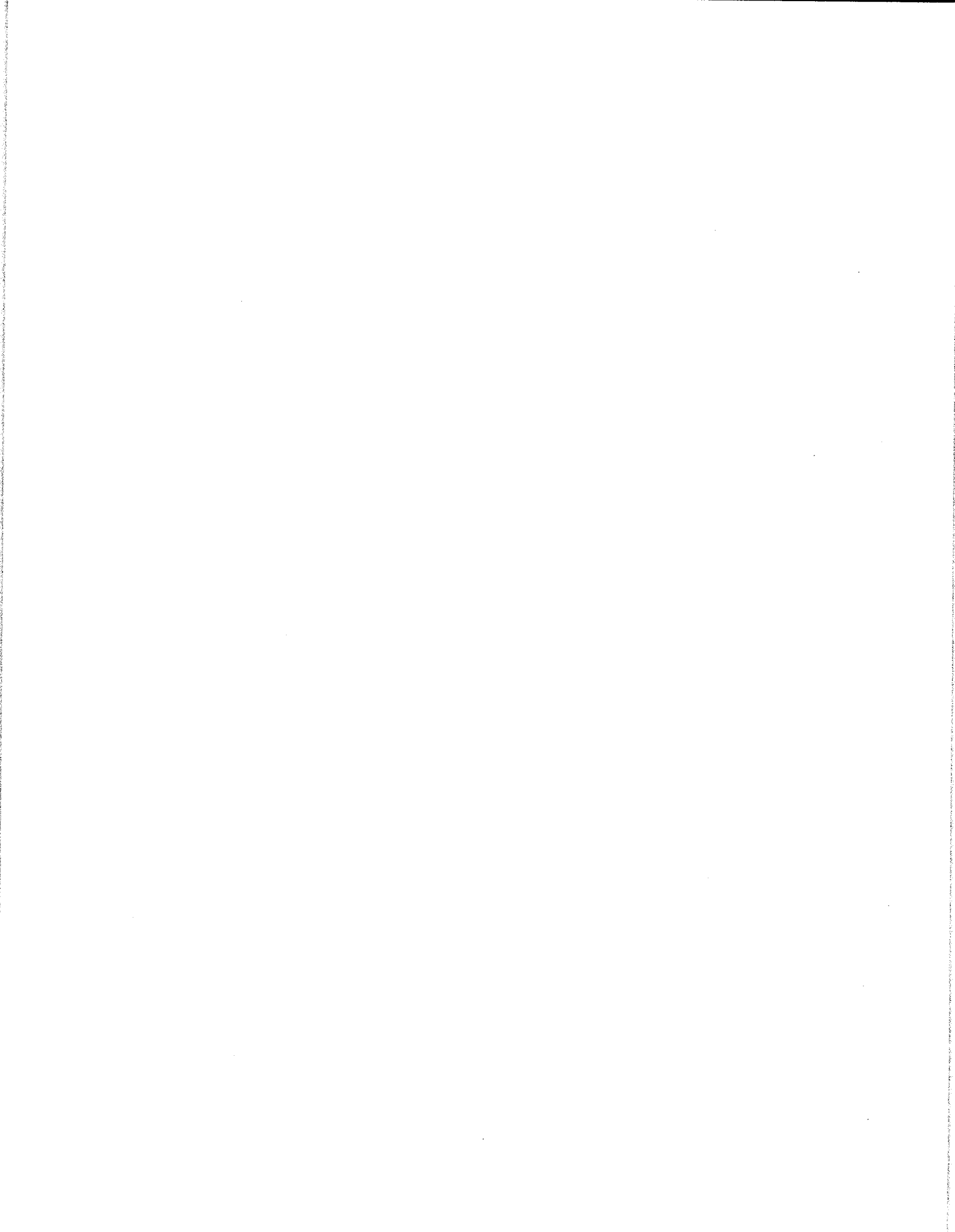
B. A description of the information provided to DBEs regarding the type of work to be performed.

15.0 RIGHT TO REVIEW, AUDIT AND INSPECT

CONSULTANT understands and agrees that upon reasonable notice that officials of the LFUCG may review, audit, and inspect any and all of CONSULTANT'S records and operations relative to the services performed under this Agreement to assure compliance with the Agreement.

16.0 MODIFICATIONS

No extension, modification, or amendment of this Agreement shall be effective unless it is set forth in writing and signed by the Parties.



17.0. DISPUTE RESOLUTION


This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that any claims, legal proceedings or litigation arising in connection with this Agreement or the Services provided hereunder shall be brought solely in Fayette County, Kentucky.


18.0 SEVERABILITY

If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect any other provision hereto, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

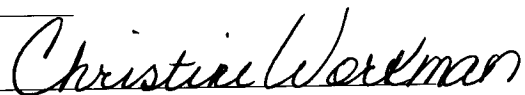
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Jim Gray, Mayor

ATTEST: 
Clerk of the Urban County Council

STANTEC ARCHITECTURE, INC.

BY: 
ITS: PRINCIPAL

~~_____
(Secretary)~~ 
(Witness)

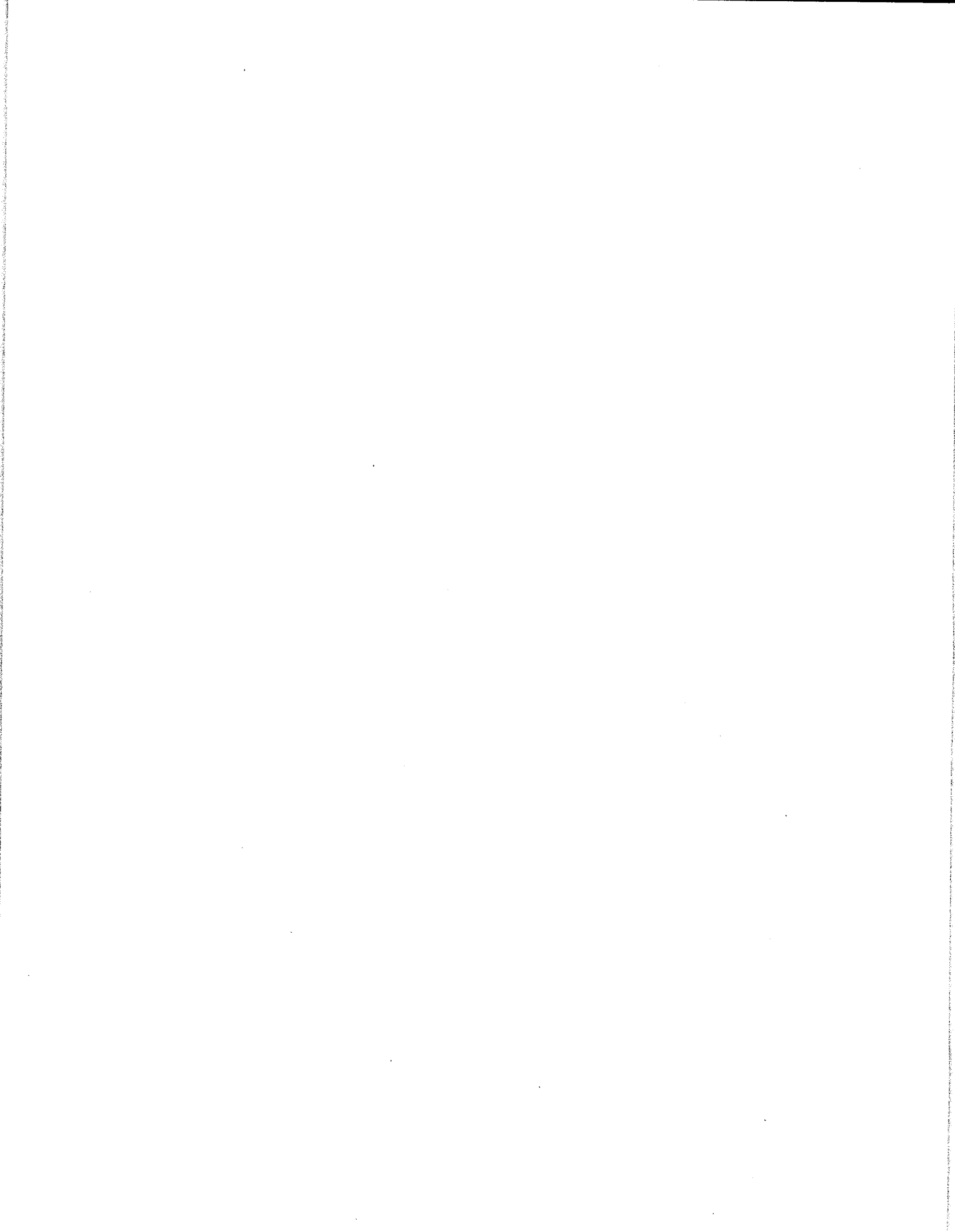


EXHIBIT A

RFP #29-2016: FACILITIES CONSULTANT

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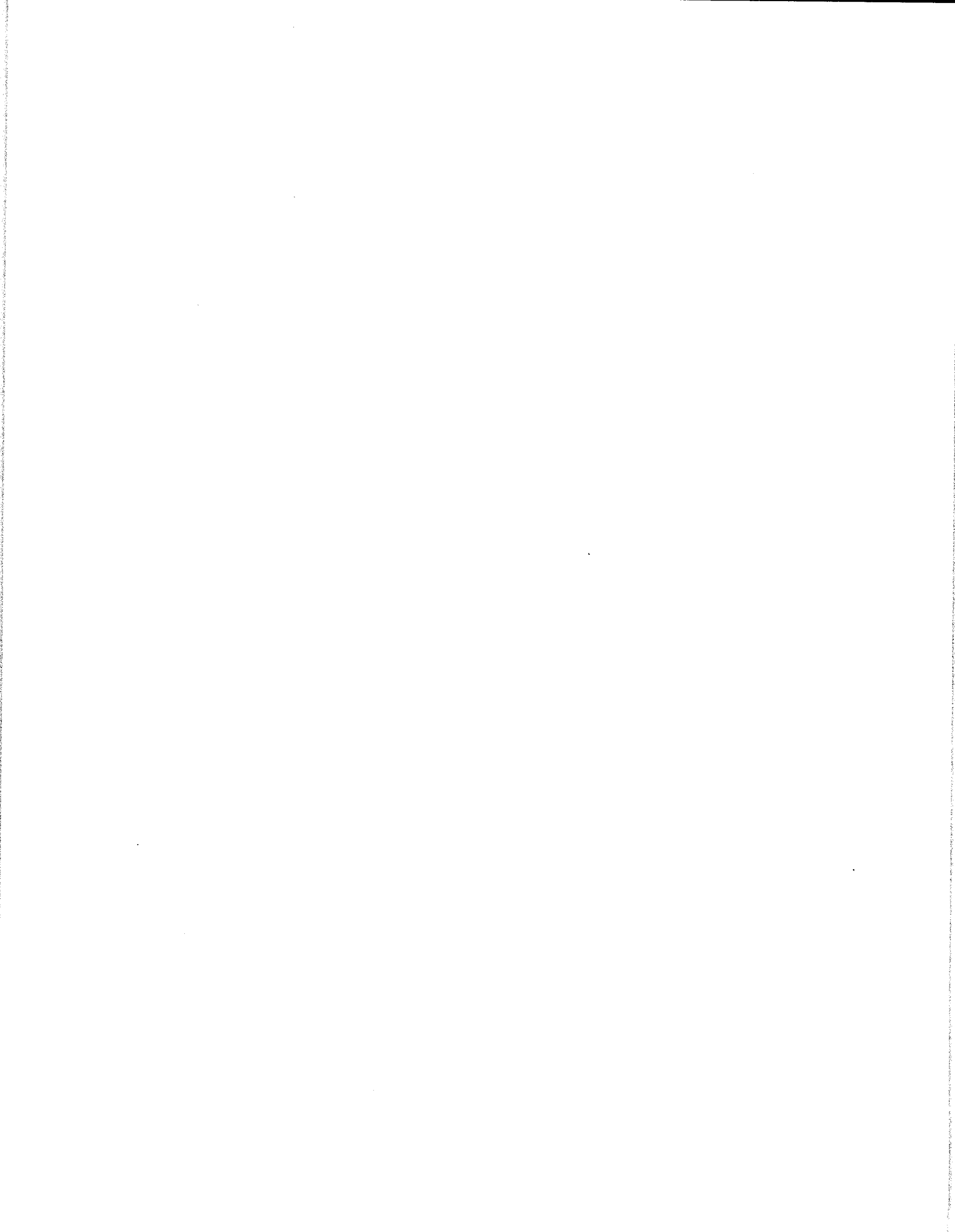


EXHIBIT B

**STANTEC, RESPONSE TO LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT RFP #29-2016 FACILITIES CONSULTANT**

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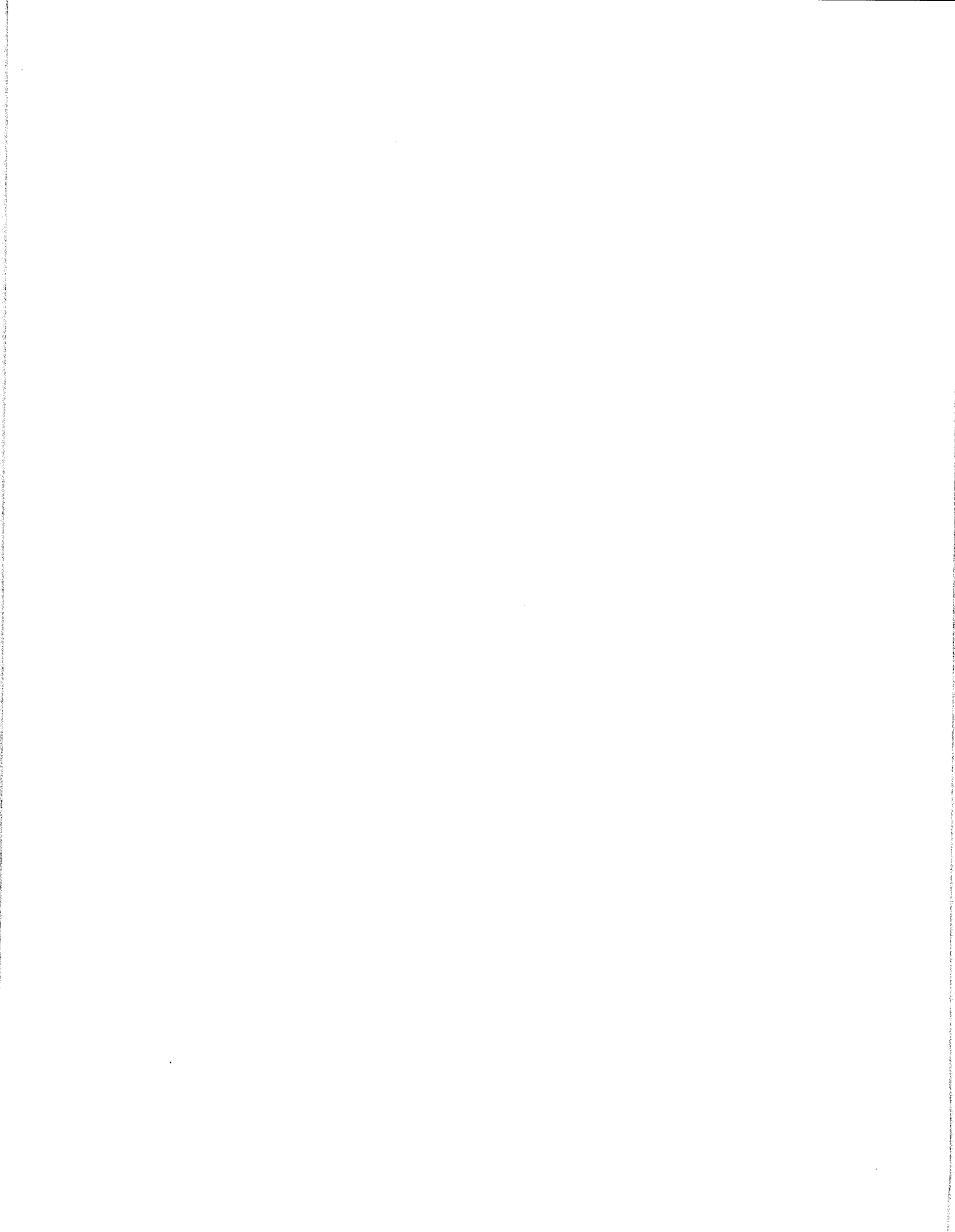


EXHIBIT C

NEGOTIATED HOURS WITH RATES FOR RFP #29-2016

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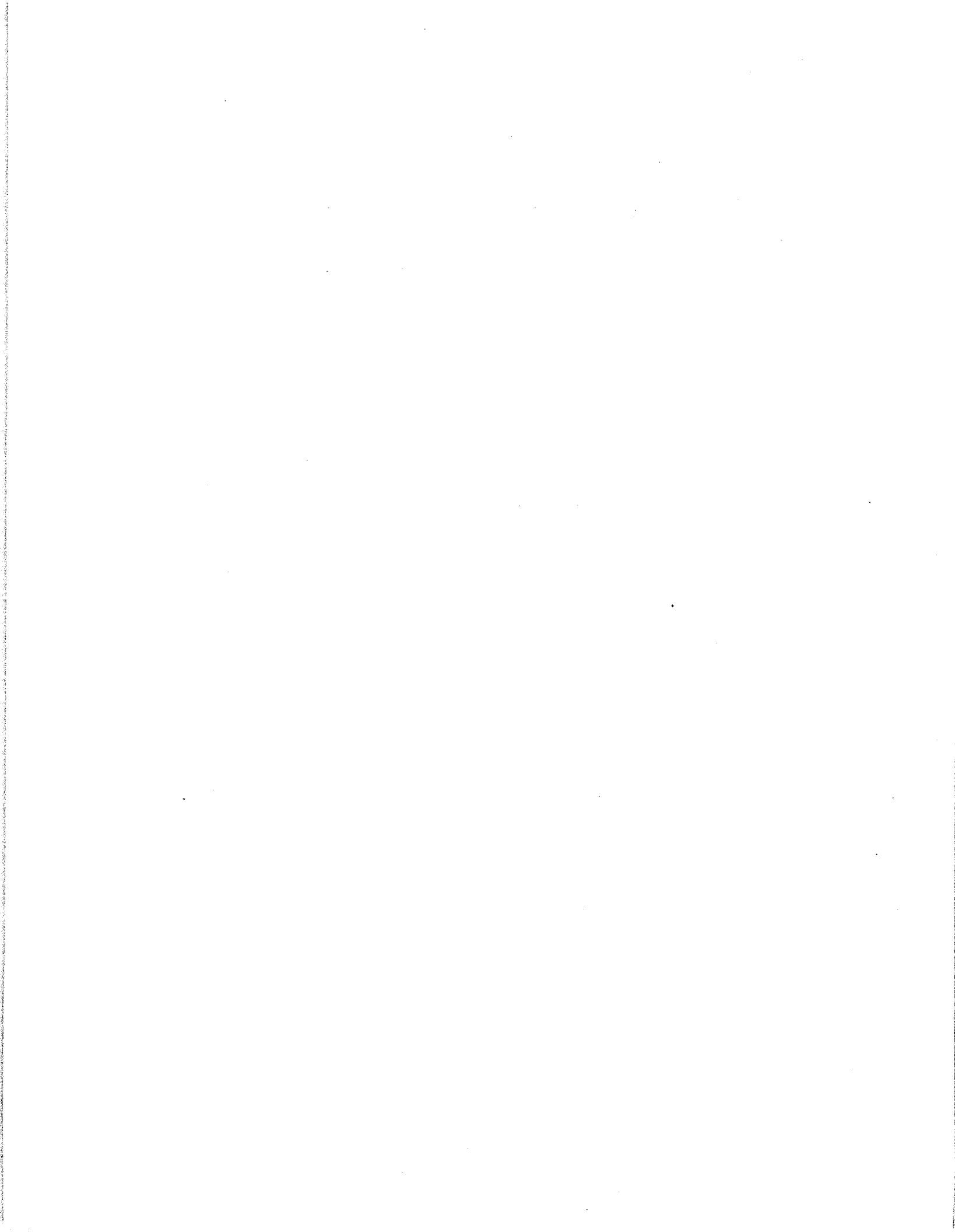
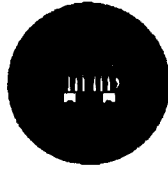


Exhibit A



Lexington-Fayette Urban County Government Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2016 Facilities Consultant** 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 **September 13, 2016**.

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

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

RFP #29-2016 Facilities Consultant

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. See scope of work below for complete criteria details

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 addressed to:

Brian Marcum, Buyer Senior
Division of Central Purchasing
brianm@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

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

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

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____
 (Name and Title) Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises 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, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov**

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **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 or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE 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.**

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 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 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 of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

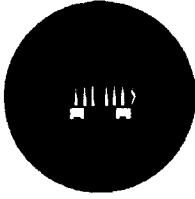
- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	859-257-7668
	Shirley Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

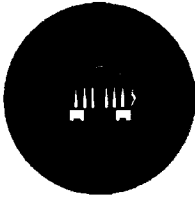
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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)

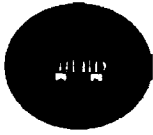
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

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. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 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 of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

_____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms 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 MWDBE firms 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

Indemnification and Hold Harmless Provision

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/ or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/ or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

Financial Responsibility

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

Insurance Requirements

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability	\$1 million per occurrence, \$2 million aggregate (Insurance Services Office Form CG 00 01) or \$2 million combined single limit
Commercial Automobile Liability	combined single, \$1 million per occurrence (Insurance Services Office Form CA 0001)
Professional Liability	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- (a) All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- (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.

Lexington-Fayette Urban County Government

Department of Environmental Quality and Public Works

Request for Proposal for a Facilities Consultant

August 16, 2016

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Overview

The Lexington-Fayette Urban County Government's (LFUCG) Department of Environmental Quality and Public Works (DEQPW) is seeking a consultant to examine the location and condition of the property and assets used by its five divisions and develop an overall plan that optimizes the use of owned property and minimizes the use of leased property while proposing a layout of the divisions that would allow the most efficient administrative and operational usage possible.

The successful consultant will demonstrate understanding of the operational and administrative issues and successful innovations for similar municipalities.

The DEQPW is comprised of five divisions; Water Quality, Waste Management, Environmental Services, Traffic Engineering, and Streets and Roads. The divisions operate out of seventeen different buildings/locations and one additional location provides shared space to three divisions. Of the eighteen properties used by the department, fifteen are owned and three are leased. Each division maintains equipment necessary to perform their operational functions. Several divisions have the same type of equipment so there may be an opportunity to share common equipment.

Pursuant to selecting a Facilities Management Consultant, representatives from the DEQPW defined the current state of property and equipment used by each division and the scope of services that should be included in the facilities plan. Definition of the specific needs and requirements enables the Division to effectively communicate them to the marketplace and also provides a basis by which responses can be thoroughly evaluated.

We appreciate your response to this document to enable an efficient and objective evaluation of the proposed plan.

Vendor Response Instructions

As you respond to this RFP, please consider that Lexington Fayette County Urban Government (LFUCG) reserves the right to incorporate your responses into a final contract.

General

All vendor responses must utilize the accompanying RFP Response Template (in Microsoft Word). The template contains the information and format required by the RFP and facilitates efficient and objective responses to the information, and pricing matrix provided with the RFP. Responses to these items are required for consideration. LFUCG reserves the right to withdraw this bid at any time, and to eliminate any response from consideration at their discretion.

Additional material or detail may be added to the response as appendices. Any additional materials provided should be concise, factual and facilitate understanding of the vendor and the proposed solution.

At the conclusion of the RFP process, selected vendors should be prepared to conduct, on the LFUCG premises in Lexington, KY, a presentation of their credentials and capabilities, and discussion of their RFP responses. The expected duration of this demonstration will be up to one-half business day. All associated costs will be the responsibility of the vendor.

In consideration of the value of your time, we have attempted to make the response process as simple and efficient as possible. Most of the information for which we are requiring response resides in the following tables, and is included in the accompanying RFP Response Template.

Vendor responses should be complete and include the following components, which are described below:

- Transmittal Letter (not included in the Response Template)
- Executive Summary
- Proposed Approach for the Scope of Services
- Vendor Business Profile & References
- Plan, Schedule & Deliverables
- Assumptions and Constraints
- Pricing Matrix

Transmittal Letter

Each vendor will submit a cover letter of transmittal, stipulating the following:

- The signer of the letter has sufficient authority to commit the vendor organization to its proposal.
- The vendor agrees to the scope, terms and conditions of this RFP. Any exceptions must be described here.
- The identity and title of the vendor's authorized negotiator, in the event the vendor is selected for negotiation.
- LFUCG will have ownership of the proposed Deliverables.
- The total proposed price for a facilities plan specified in the Pricing Matrix.
- Commitment that the total proposed price is valid for 90 days

Executive Summary

Please provide an executive summary of your recommended approach for developing a facilities plan. Identify the potential value your company brings to LFUCG, as compared to the competition.

Proposed Approach for the Scope of Services

For each scope of service listed, describe the approach and rationale you will use to accomplish that scope of service.

Vendor Business Profile

Please provide the business information requested in the *Vendor Business Profile* section of this RFP.

Plan, Schedule and Deliverables

The vendor will describe the approach and rationale they will use to fulfill the facilities plan scope of services. They will identify and provide the major tasks and associated timelines and deliverables required for their proposed approach. The vendor must also clearly specify the estimated duration of the entire process. Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all LFUCG tasks, resources or deliverables.

Assumptions and Constraints

Please supply any assumptions on which your plan and its estimates are based, along with any constraints you may have, in the RFP Response Template.

Pricing Matrix

The vendor will provide the price for services as set forth in the Proposed Approach, Plan and Schedule in the Pricing Matrix.

Vendor Selection Process

The initial screening activity is based on overall compliance to the RFP, inclusion of relevant references, responses to requirements by scope of services, business profile and price.

The second screening activity involves detailed analysis of the RFP response and is expected to yield up to 3 finalists. Responses will be scored based on the following:

Approach = 25 points

Reference Checks, include past performance on contracts with Urban County Government or other governmental agencies and private industry with respect to such factors as cost control, quality of work and ability to meet schedules = 20 points

Business Profile = 20 points

Schedule = 15 points

Price = 15 points

Degree of Local Employment= 5 Points

Following these events, the finalist vendor will begin negotiation with selected members of the RFP Evaluation Team for the final contract to be approved by Urban County Council

The milestone dates for the project are estimated as follows:

August 16, 2016	RFP is released
August 24, 2016	Deadline for submission of questions
September 13, 2016	Vendor RFP responses due
September 19, 2016	Finalists Selected
September 22 & 23, 2016	Vendor Presentations
September 27, 2016	Vendor(s) selected for negotiation

Objectives

Objectives define goals that are associated with implementing a DEQPW Facilities Plan. Fulfilling these Objectives indicates success in achieving our project purpose.

1. To increase efficiencies in operations and administration by
 - a. Locating our divisions as closely together as possible
 - b. Better realizing synergy between divisions
 - c. Eliminating operating in silos
 - d. Co-locating employees with their supervisors to enable better communication, planning, etc.
 - e. Pooling equipment and sharing resources as much as possible
 - i. Utilize special skill sets such as a backhoe operator
 - ii. Purchasing, Payroll, Technology Support, etc.
 - f. Realizing the benefits of a centralized procurement
 - i. Instead of each division ordering small quantities of the same things, we can order larger quantities hopefully at a better price
 - g. Operating the entire department consistently
 - i. Compliance in operations
 - h. Enabling operations during emergency situations
 - i. Developing our own fleet of vehicles
 - i. Maintain and wash vehicles
 - ii. Better accountability for keeping vehicles operational
2. To increase our level of service to the Citizens of Fayette County by having a central location to meet their needs
3. To decrease cost by reducing redundancy of assets, resources, and activities
 - a. Better for the customers and citizens
4. To be positioned for future growth by means of a scalable facilities plan that takes growth into account

Current Environment

Overview of Department Property

The following table identifies the property being used by each division. A short description of each property and its condition is also provided. One property, the old Furrow Building, is listed three times; once for each division that uses it. The total number of unique properties is 18.

Building Name/Location	Office/Desk /Storage	Building Condition
1. 1555 Old Frankfort Pike Second Floor (Old Jail) • Owned property	<ul style="list-style-type: none"> • 9 offices with multiple people in offices • Small conference room 	<ul style="list-style-type: none"> • Built in 1920 – was a jail • Rated 3-4 on a 1-10 scale with 1 being unsafe/deplorable and 10 being ideal/perfect
2. Streets, Roads, Forestry Building #1-1790 Old Frankfort Pike • Owned property	<ul style="list-style-type: none"> • Kitchen with full ice machine (500lbs/hr.) • Seating for break/lunch • Large central room can be used for divisional meeting/gathering • Shipping containers to store ADA tiles and leaf collection equipment • 4 storage sheds to hold small equipment; rakes; shovels, pesticides, etc. 	<ul style="list-style-type: none"> • Built in 1940-1950 • Was a police garage was retrofitted for offices • Concrete with metal joists • Built up roof pitched to one side
3. Streets, Roads, Forestry Building #2-1790 Old Frankfort Pike • Owned property	<ul style="list-style-type: none"> • 2 offices w/2 people per office • Bay area for working on trucks • Storage for small equipment 	<ul style="list-style-type: none"> • Built 1994-1997 • Block asphalt roof shingles
4. Salt Barn - 1790 Old Frankfort Pike • Owned property	<ul style="list-style-type: none"> • Holds 3,000 tons of salt • Additional 3,000 tons of salt stored outside • Plans to build another salt barn this FY in the Athens Rd. area – will hold 7,000 tons of salt 	<ul style="list-style-type: none"> • Fixed asset
5. Material Storage Yard Roy Mardis Drive • Owned property	<ul style="list-style-type: none"> • Has two small structures • Holds gravel, top soil, winter maintenance 	<ul style="list-style-type: none"> • Not adequately secured • Access bridge needs replaced/repared • Possible environmental

Building Name/Location	Office/Desk /Storage	Building Condition
	liquid, etc.	concerns <ul style="list-style-type: none"> Will be impacted by future trail
6. 675 Byrd Thurman Drive <ul style="list-style-type: none"> Owned property 	<ul style="list-style-type: none"> 22-25 offices on the first floor General area used by field staff; includes showers and lockers Kitchen with full ice machine (500lbs/hr.) Seating for break/lunch Two meeting/ conference rooms Accessible to citizens to enter and make payments 3 Truck bays for 128 trucks with compressed natural gas & diesel 45 light duty trucks Storage area for office supplies Fenced in and covered area for small equipment (bob-cat, shovels, etc. Security stations (4) <ul style="list-style-type: none"> Trucks, bays, parking lot Mechanical room with furnace, etc. 	<ul style="list-style-type: none"> Built in 1980s Built with cinder block Rated 6-7 on a 1-10 scale with 1 being unsafe/deplorable and 10 being ideal/perfect
7. Recycle Center 360 Thompson Rd <ul style="list-style-type: none"> Owned 	<ul style="list-style-type: none"> 7 employees, 45 temps to sort 	<ul style="list-style-type: none"> Upgrades: roof, insulation, sprinkler, HVAC over next 2 years
8. Transfer Station <ul style="list-style-type: none"> Owned 	<ul style="list-style-type: none"> Has a trailer Operations is leased (3-5 people) 	<ul style="list-style-type: none"> Chose a 5-yr fix to the facility to extend the life of it Potential relocation of the LFUCG's waste transfer station will be a specific deliverable under this solicitation.
9. Old Furrow's Building 1306 Versailles Road <ul style="list-style-type: none"> Owned 	<ul style="list-style-type: none"> Has a portable trailer Holds trash containers awaiting delivery or for repair 4 people work out of this site plus 4-5 cart delivery people. Have 2-4 trustees working. 	<ul style="list-style-type: none">
10. Compost facility at	<ul style="list-style-type: none"> Has a trailer and scale 	<ul style="list-style-type: none"> Has a shop building past

Building Name/Location	Office/Desk /Storage	Building Condition
Haley Pike • Owned	• 2 people stationed at this site (s/b 3 people)	scale house
11. Old Frankfort Pike landfill • Owned	• Now used as a training pad – driving classes, police training	• To be used for future bike trail
12. 3 rd Floor Phoenix Building 101 East Vine Street • Owned property	<ul style="list-style-type: none"> • 15 people in 30 offices • Conference area for 33 people • Traffic management office has two people • Others in cubicles • Copier, plotter, and color printer • 8tvs • Server room – 2 racks of servers • Roller file system that hold plans • Backup servers are offsite at the Public Safety Operations Center • Storage closet for small equipment 	• Rated 5 on a 1-10 scale with 1 being unsafe/deplorable and 10 being ideal/perfect
13. Operations Adjustment Center (OAC) 1515 Old Frankfort Pike • Owned	<ul style="list-style-type: none"> • Built in the early 1980s • 17 people; 11 technicians, 6 sign employees • 9 offices • 3 areas in the lab technician area • Small office area with 4 monitors used for training & safety meetings • Store controller cable, signals and street light poles outside • Tugger – has to be inside • Warehouse – stores traffic equipment; signals, wire, traffic cabinets, signs, etc. 	• Rated 3-4 on a 1-10 scale with 1 being unsafe/deplorable and 10 being ideal/perfect
14. Old Furrow's Building 1306 Versailles Road • Owned	• Fenced in area (50X100sq ft.) where traffic signal tubing is kept	•
15. Open area behind Transfer Station • Owned	• Support structure to keep poles and other traffic signal equipment	•
16. 9th Floor Government Center 200 East Main Street	• 16 offices & 7 cubicles, 1 large space for general meetings/operations staff,	• Rated 4 on a 1-10 scale with 1 being unsafe/deplorable and 10 being ideal/perfect

Building Name/Location	Office/Desk /Storage	Building Condition
<ul style="list-style-type: none"> Owned property 	<ul style="list-style-type: none"> couple more small areas This building was an old hotel built in the 1940s Copier, plotter, work tables, storage cabinets, library with about 6 shelves 	
17. Old Furrow's Building 1306 Versailles Road <ul style="list-style-type: none"> Owned 	<ul style="list-style-type: none"> Use 1/3 of the back building to store equipment, trucks, trailers, 2 container offices; 1 container storage 4 administrative / field employees full time 5-8 part time/seasonal employees 	<ul style="list-style-type: none">
18. Tate Building 125 Lisle Industrial Ave <ul style="list-style-type: none"> Leased property 	<ul style="list-style-type: none"> 1 ½ floors are leased 3 more years on the lease Lease is \$657K/year for all three properties 	<ul style="list-style-type: none"> Nice building with ample space
19. 900 Enterprise Drive <ul style="list-style-type: none"> Leased property 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Rated 3 on a 1-10 scale with 1 being unsafe/deplorable and 10 being ideal/perfect
20. 951 Enterprise Drive <ul style="list-style-type: none"> Leased property 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Rated 3 on a 1-10 scale with 1 being unsafe/deplorable and 10 being ideal/perfect

Weaknesses:

Weaknesses identify opportunities for improvement or changes that can be made to the current situation.

1555 Old Frankfort Pike

- The building was an old jail and the layout reflects that; offices look like jail cells
- The building is in bad shape
 - Birds come in through the soffits
 - There has been mold
 - It is not ADA compliant (no elevator)
 - Air conditioning goes in and out
 - Bugs
- The smell from the nearby transfer station is unpleasant
- The storage is inadequate
 - Things are stacked all around

- Wi-Fi availability is inconsistent

1791 Old Frankfort Pike #1

- Has mold that has to be dealt with
- Layout of the building is not optimal
 - Have to go through a lot of offices to get from one end to the other
- Located close to the closed landfill
 - Methane seeps out
 - Vented on building 1
 - Explosive
 - Toxic to breathe
 - There is a monitor for the methane on the side of the salt barn but it doesn't work and can't get the needed parts
- Located near an oil pipeline
 - Spills could drain & come across the road to the property
 - Dangerous due to welding and torching that could be combustible
- No covered and enclosed storage for equipment
 - Open to theft and vandalism
 - Open to the weather elements

1791 Old Frankfort Pike #2

- Storage is not adequate to store everything needed
 - Large equipment sits outside in the elements
- No security measures; cameras
- Have to leave keys in and run diesel trucks in the winter so they're ready to go when needed creating a security issue
- Location is close to the jail – released inmates cut through the property
- The trustees used for some of the seasonal work sometimes leave contraband which attracts more traffic

675 Byrd Thurman Drive

- Out of space
 - No room for all of the people or supplies/equipment
 - Not adequate meeting space
- Handicapped people have to go all the way through the facility to get to an elevator
- Office staff doesn't have key to mechanical room
 - Couldn't get in if there was a problem
- The building was built in the 80's using cinder block which makes it hard to rearrange desk/office space because you can't easily run wire through the walls
- The entry for citizens to come and pay the bill is confusing – have to go upstairs
- Don't lock doors in order to allow citizens to easily enter but foot traffic can be concerning
- Have had issues with the roof leaking
- Heating and cooling is not ideal
- Too crowded – people are bumping into one another when they move their chairs back

- The dispatch area is out in the open and loud for other who are trying to work
- The waste carts are stored on Versailles Rd. which is inconvenient
 - Workers come to this location to get work order then go to Versailles Rd. to work

Phoenix building:

- The space is crowded
- Storage space is limited
- In order to go on a site visit, have to retrieve vehicle from top of parking structure – inconvenient
- Inconvenient for guest to come to the 3rd floor

Operations Adjustment Center (OAC):

- The structure wasn't built to support traffic engineering so the layout isn't efficient
- Out of space at this location
 - Not adequate training room/meeting room and office space
 - Not adequate storage space- need storage bins made for traffic storage
 - Not adequate temperature-controlled and secure storage areas
 - Not adequate break room space for staff
 - Signs area is too small
 - Have to shuffle things around to make space to work
- The space is not climate controlled
 - Signs employees end up working inside in a small cramped space because it's too hot or cold in the warehouse
- Outside storage of some equipment and signs is open for theft and vandalism
- Smell from transfer station is unpleasant

Government Center:

- Building is old and in need of repair
- Space is cramped and inadequate for the division
 - Stuff is everywhere
- No room to expand the number of employees – out of space

951 Enterprise Drive:

- Not enough parking

Strengths:

Strengths are attributes of current situation that we want to keep. The following strengths were identified.

- The Division of Water Quality is happy with the Tate Office Building space they occupy:
 - Provides ample space for their needs
 - The parking is good – can park right at the door
 - However, the space is leased versus owned
- The Streets and Roads property location is good
 - In a transportation nexus
 - Neighbors are all in the same type of business
 - Have a history in this location
- Most of the property is owned by the City
 - Only the 3 Water Quality properties are leased
- The location of the Traffic Management Office works well due to being able to easily run the needed fiber optic cables
- Fleet Service is convenient to the 12 properties located on or near Old Frankfort Pike
- Waste Management's truck sheds are new
 - The fact that money was invested for the sheds is positive
 - The area has some fenced and gated areas available
- Recent investments to the properties has strengthen the properties
- Being located in the Government Center facilitates activities that involve different departments
 - It allows folks to easily work together

High Level Space Requirements

Identifying the exact space need specifications will be the responsibility of the facilities plan consultant, however, the department identified the following space areas that must be considered in a comprehensive facilities plan.

Administrative Space

1. Adequate office and/or desk space for current staff
 - a. Consider future growth
2. Easy access for the public
 - a. Receptionist area
3. Ample storage for files, office equipment, etc.
4. Parking space to meet the needs of all employees and visitors
5. Climate controlled space to accommodate technology equipment i.e., servers
6. Centralized dispatch space
7. With disaster recovery accommodations

- a. Offsite location
 - b. Generator back up system
8. Conference and training

Operational Space

- 1. Shop space for repairing equipment
- 2. Garage bays
- 3. Vehicle wash area
- 4. Climate controlled secure space for operational equipment
- 5. Laboratory space for electronic testing and repair
- 6. Secure materials storage area
- 7. Meeting/training room, office, and break room space
- 8. Cart storage and maintenance shed

The following space needs were identified by the individual divisions.

Space Requirements for Streets and Roads:

- Need office/desk space for 24.5 people and 38 come and go employees plus 40 seasonal employees
 - Growth projected at 2-4 people over the next couple of years
 - Added 4 positions over the last 4 years; 2 this year
 - Need 2 technical support positions filled now; one general IT person and one Routeware (software) data analyst
- Conference room for about 25 people with TV/Projector
- Training room for 70-100 people TV/Computer
- Kitchen with large ice machine to be used by field workers to pack a cooler
- Space for photo copier, Plotter(don't currently have one)
- Storage space for office files, street maps, etc
- Storage space for outdoor equipment
- Backup generators – industrial type to be able to keep operating in the event of a power outage
 - May have to weld, etc.
- Reliable phone system
- Secure entry for employees

Space Requirements for Waste Management:

- Meeting space to hold all employees
- Training space to hold 15-20 people at a time
- Citizen accessibility to pay bill
- Kitchen with industrial ice machine
 - Vending machines

- Space for IT servers and staff
- Common file space / secure file space
- Space for copiers and printers
- Area to wash trucks
 - Pay to have someone wash them now
- Locker rooms
- Showers – men and women
- Handicap access - ADA compliant
- Space large enough to handle growth of staff

Space Requirements for Traffic Engineering:

- Conference and training space for 33+ people
- TVs and lab areas require fiber optic cable to be run to the building
- Indoor climate controlled secure storage for fiber optic/signal cable, equipment and vehicles
- State of the art storage bins for traffic engineering typical equipment and supplies
- Office and desk space adequate for 33-40 people
 - Growth rate of 15-20% over 3-5 years)
- Quiet environment is ideal for electricians and traffic signal/fiber technicians
- Public access area for citizens to meet about traffic requests

Space needs of Environmental Services:

- Space for 35-40 people
 - Taking growth into account
- 10-15 lockers
- Bathrooms for men and women
- Storage area for offices
 - Have promotional items beyond regular office items
- Storage for equipment
 - Large items like bob cat, bucket truck, knuckleboom, etc.
 - Smaller items like weed eaters
- Conference/meeting/training space for 30+ people
- Copy room/work area
 - Plotter, work tables, storage cabinets
- Area for library items
 - At least 10 shelves for books to get organized
- Kitchen with large ice machine for field personnel
- Small conference area for energy group
- 3-4 large monitors for automated utility data management

Space needs for Water Quality:

- Office/desk space for all employees (153 administrative and operations; does not include treatment plant staff)
- Public access
- IT support
- Conference room to accommodate 35-50 people
- Lockers for 20 or so folks
- Showers for both men and women
 - Need to have privacy
- Storage for both inside and outside
 - Energy efficient and climate controlled
- Need security
- Availability for deliveries
- Pool of cars for use to attend meetings

Proposed Approach for the Scope of Service

The following items describe the scope of services the facilities plan should address. Vendors should outline the approach they would use to meet the scope of services if selected to develop the division's facilities plan.

1. Provide three examples of other facilities plans your company has developed, preferably for a government agency comparable to Lexington
 - a. Identify which recommendations in the facilities plans were implemented and the impact they had
2. Describe how to logically phase the work you are suggesting, taking costs into account and how to be prepared to react in the changing real estate market
 - a. To ensure prime opportunities are not missed
3. Provide an organization chart for your firm
 - a. Include areas of expertise for each person in the firm
4. Describe the core project team you are proposing
 - a. Provide names and resumes for each team member
 - b. Identify the level of effort for each team member
 - c. Identify the hourly rate for each team member
5. Describe the schedule and timeline for creating a facilities plan and the process for finalizing it with LFUCG
 - a. Identify each deliverable to be provided
 - b. Provide in project plan format
6. Provide an itemized price for developing the facilities plan
 - a. Itemize each deliverable separately
 - b. Provide a 'not to exceed price'
7. Identify all responsibilities for LFUCG
8. Identify previous work done for LFUCG and when
 - a. If using sub-contractors, identify work they have done for LFUCG

Scope of LFUCG Responsibilities

LFUCG is planning to perform the following tasks:

- Designate a primary contact to resolve questions and obtain business decisions
- Accept the facilities plan to signify agreement with the planned approach and deliverables
- Accept the facilities plan deliverables to indicate completion of the scope of work

The vendor will perform all other tasks required for this scope of work.

Completion Criteria

The completion criteria for this project will be the acceptance, in writing, of the Facilities Plan and any associated deliverables by the authorized representative of LFUCG.

Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

- a. Company name, headquarters address, and local responsible office
- b. Location(s) of Key Project and Support staff
- c. Number of years in business
- d. Number of years active in the development of facilities plans
- e. List of clients, with contact information, for whom you have provided facilities plans
- f. Annual revenue
- g. Business structure (e.g., C-Corp, S-Corp, LLC)
- h. Ownership (if publicly traded, include exchange and symbol)
- i. Total number of employees
- j. List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
- k. Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

Submitted by:

Insert Vendor Name, Address & Logo Here

Response to
Lexington-Fayette Urban County
Government
Request for Proposal
Response Template

Department of Environmental Quality and Public Works

Facilities Plan Consultant

August 15, 2016

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Proposed Approach for the Scope of Services.....3
 Scope of Service3
 Vendor's Approach.....3
Vendor Business Profile & References5
Plan, Schedule & Deliverables.....6
Assumptions and Constraints6
Pricing Matrix.....7

Executive Summary

Insert brief overview of your recommended approach for developing a facilities plan. Identify the potential value your company brings to LFUCG, as compared to the competition.

Proposed Approach for the Scope of Services

For each scope of service listed, describe the approach and rationale you will use to accomplish that scope of service.

Scope of Service	Vendor's Approach
<p>1. Provide three examples of other facilities plans your company has developed, preferably for a government agency comparable to Lexington</p> <p>a. Identify which recommendations in the facilities plans were implemented and the impact they had</p>	
<p>2. Describe how to logically phase the work you are suggesting, taking costs into account and how to be prepared to react in the changing real estate market</p> <p>a. To ensure prime opportunities are not missed</p>	
<p>3. Provide an organization chart for your firm</p> <p>a. Include areas of expertise for each person in the firm</p>	
<p>4. Describe the core project team you are proposing</p> <p>a. Provide names and resumes for each team member</p> <p>b. Identify the level of effort for each team member</p> <p>c. Identify the hourly rate for each team member</p>	

Scope of Service	Vendor's Approach
5. Describe the schedule and timeline for creating a facilities plan and the process for finalizing it with LFUCG a. Identify each deliverable to be provided b. Provide in project plan format	
6. Provide an itemized price for developing the facilities plan a. Itemize each deliverable separately b. Provide a 'not to exceed price'	
7. Identify all responsibilities for LFUCG	
8. Identify previous work done for LFUCG and when a. If using sub-contractors, identify work they have done for LFUCG	

Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

- a. Company name, headquarters address, and local responsible office
- b. Location(s) of Key Project and Support staff
- c. Number of years in business
- d. Number of years active in the development of facilities plans
- e. List of clients, with contact information, for whom you have provided facilities plans
- f. Annual revenue
- g. Business structure (e.g., C-Corp, S-Corp, LLC)
- h. Ownership (if publicly traded, include exchange and symbol)
- i. Total number of employees
- j. List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
- k. Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

Plan, Schedule & Deliverables

Vendors will identify and provide the major tasks and associated timelines and deliverables required for their proposed approach. The vendor must also clearly specify the estimated duration of the entire process. Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all LFUCG tasks, resources or deliverables. Key task dependencies should also be identified.

Assumptions and Constraints

Insert assumptions & constraints here.

Pricing Matrix

For this fixed price proposal, please provide the price for services as set forth in the Plan and Schedule. Itemize each deliverable separately. Prices should be stated in U.S. dollars.

Deliverable	Description	Price
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Any other items required for the facilities plan		
Travel and living expenses		
Hourly rate and total hours proposed for each resource that will assist with the development of the facilities plan		
Total Price (All-Inclusive) for developing a facilities plan		
Number and description of Full Time Lexington-Fayette Urban County Government Employees required to assist with developing a facilities plan		
Estimates in hours, by role for the time of Full Time Lexington-Fayette Urban County Government Employees required to assist with developing a facilities plan		

Exhibit B

Table of contents

Response to Request for Proposal for Facilities Consultant

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Request for Proposal Documents

- Affidavit
- EEO Agreement
- Workforce Analysis Form
- MBE - Veteran Owned Forms
- MBE - Veteran Owned Quotes
- General Provisions

Appendix



Stantec

1409 North Forbes Road, Lexington, KY 40511-2024

October 31, 2016

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

Reference: RFP #29-2016 Facilities Consultant REVISED

Dear Mr. Slatin,

Thank you for this opportunity to submit our proposal for Facilities Consultant for The Department of Environmental Quality and Public Works (DEQPW). We are excited to show you that Stantec has the right experience and resources to meet and exceed your project objectives. Our proposal will demonstrate that Stantec has:

- **Local Team with World Class Experts:** Lexington-Fayette Urban County Government (LFUCG) is a valued Stantec client. We provide stormwater, geotechnical, wastewater and transportation services, and now look forward to the opportunity to provide full architecture, interior design and workplace strategy services to DEQPW. Stantec's breadth of services, together with our local presence, right here in Lexington, will fully support DEQPW's program needs.
- **The Right Experience:** Stantec is familiar with the 18 unique facilities you detail in the RFP, and have reviewed the condition evaluations you have provided. Our Real Estate, Finance and Workplace Strategy teams have experience in optimizing real estate assets for clients with similar challenges.
- **The Right Approach:** We have developed a customized approach to provide a level of flexibility and scalability to meet your real estate and budgetary needs. Our team is poised to go as quickly and/or as deeply into this assignment as will be required to meet your objectives.

We also confirm the following:

- We have reviewed our time commitment allocations on the project and have increased hours for Angie Lee to attend and lead the on site workshops.
- As signer of this letter, I confirm that I, Mark Willis, have the authority to commit Stantec to our proposal.
- With regard to the terms and conditions of this RFP, some of the General Provisions do not apply to the type of work requested. We can work with LFUCG to determine what those items are and come to an agreement fully acceptable to LFUCG.
- Mark Willis, Principal, is Stantec's primary authorized negotiator in the event we are awarded this contract. Mark will serve as the Project Principal on the project. George Halkias, Principal, will also be able to negotiate on Stantec's behalf and will serve as backup to Mark. George will be the Project Executive on the project.
- The total revised proposed price (including the add services) for facilities plan is \$218,000.08
- We confirm that the revised total proposed price of \$218,000.08 is valid for 90 days.



Thank you for this opportunity to introduce you to Stantec's broader capabilities, and specifically to our architectural, interior design and workplace strategy teams. We believe in working collaboratively with our clients and coming together to create solutions that not only solve immediate problems but also develop trusted partnerships for the long term.

Please note, per the additional scope request, revisions to the original proposal, dated September 13, 2016, have been made to the following sections, noted in red:

- Scope of Services, Section 2 – Baseline Engagement Diagram
- Scope of Services, Section 2.3 – Physical Facilities Evaluation
- Scope of Services, Section 2.4 – Scenario Development Workshop
- Scope of Services, Section 2.5 – Additional Scope Request
- Scope of Services, Section 6 – Itemized Deliverables
- Pricing Matrix

We look forward to the next steps in the process.

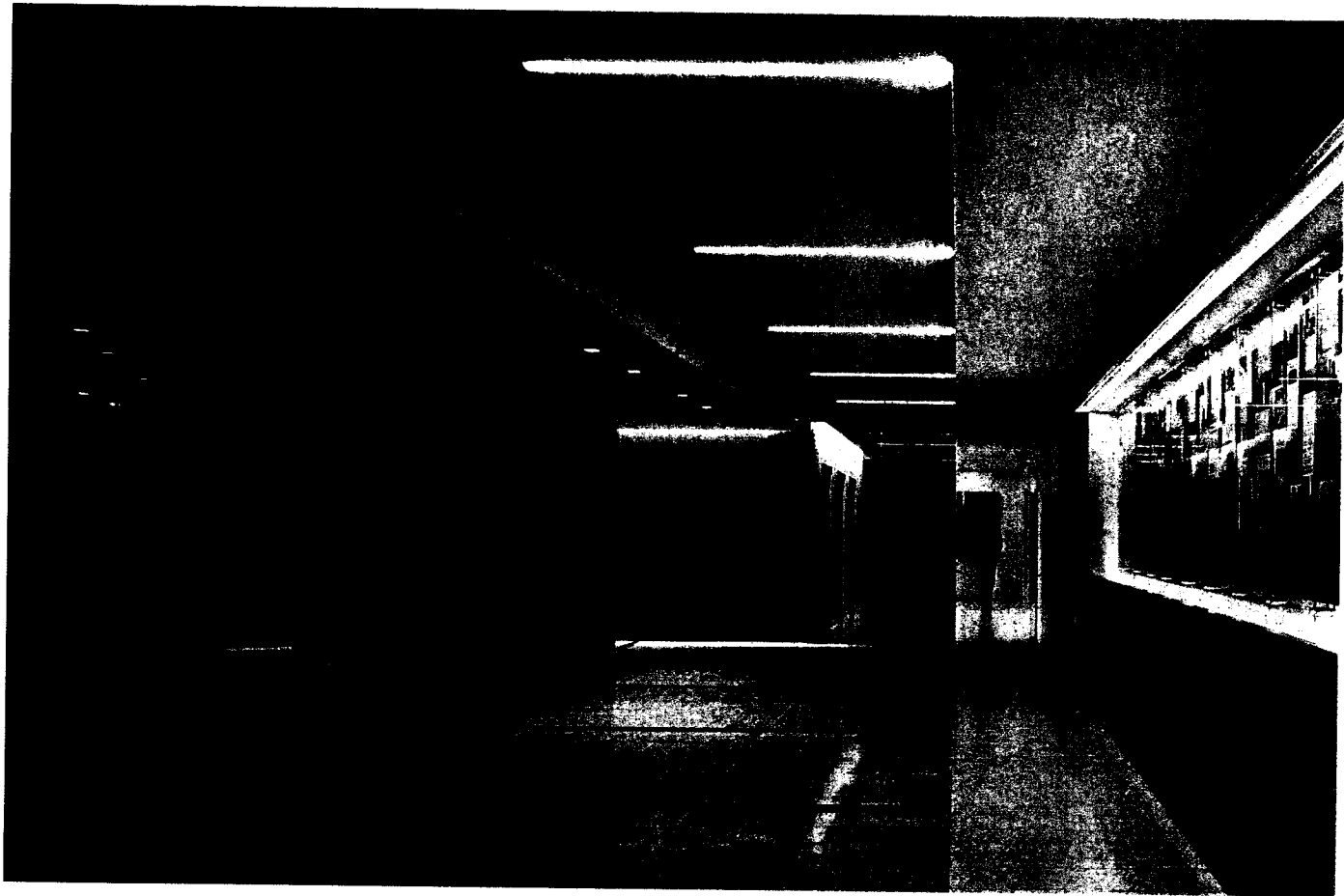
Sincerely,

Stantec

Mark Willis
Principal

Ph: (859) 422-3115

mark.willis@stantec.com

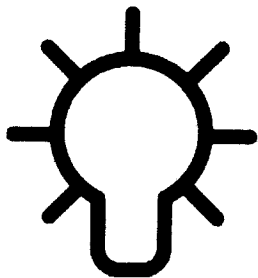


Executive Summary

We Are Local

LFUCG is a long standing and valued Stantec client. We have over 200 staff located in Lexington and have proudly served our community since the mid 1960's. This is "our home" too and we look forward to again serving Lexington as it continues to grow. Locally we provide storm water, geotechnical, wastewater and transportation services. We are currently serving LFUCG with multiple active engagements including:

- Capacity Assurance Program (CAP) Manager
- Beaumont Traffic Study
- Hawthorne Drive Stormwater Improvements
- We have four (4) active Master Agreement Contracts with LFUCG.



***Better workplaces intersect
with functional purpose.
They inspire and engage
employees, clients, and
visitors.***

We wish to expand our involvement with LFUCG to provide full architecture, interior design and workplace strategy services to DEQPW. Stantec's breadth of services, together with our local presence will fully support DEQPW's program needs.

Stantec commits Mark Willis from our Lexington office to be Principal in Charge for this project. His assignment is to lead our team, be available to you on short notice and to facilitate interaction with the rest of our professional services team members. He is highly skilled in communication, team building and project coordination. A recent example of those skills includes a very large project where he collaborated with architects and numerous engineering specialties to coordinate elements of a complex \$650,000,000 Design/Build project for the Army Corp of Engineers. He is an effective leader, communicator and client liaison.

We Bring The Right Experience:

Stantec is familiar with the 18 unique facilities you detail in the RFP, and have reviewed the condition evaluations you have provided. Our Real Estate, Finance and Workplace Strategy teams have experience in optimizing real estate assets for clients with similar challenges. Our local knowledge combined with their world class experience will result in a successful project for you.

Our approach is to utilize proven methods that are flexible and scalable, and custom tailored to your needs. As we learn more during the half day presentation with you and your staff (scheduled for September 22 or 23) we will further refine our processes to optimize our study and its benefit to you. Based on our current understanding of the expected outcomes, we have developed a Three Pillars Approach with a scalable Three Levels of Engagements process. This process will utilize an interactive workshop with LFUCG and DEQPW stakeholders. With each meeting and interaction with you and your staff we will learn, collaborate and advise. The Three Pillar Approach is intended to be 'scalable'; if desired, and deemed necessary, more detail Levels can be activated at your discretion.

We Understand Your Culture:

We believe that with strong technical capability must also be flexible in its application. You are in the early steps of a full facilities assessment. As your assessment moves forward many different issues will arise and potentially change the processes we will use. An example of where we have been similarly flexible in application with LFUCG in the past is your Capacity Assurance Program (CAP).

We will use many of the guiding principles from your CAP program as we perform your Facilities Assessment. Though very different projects the CAP highlights our local talent and its ability to think outside of the box, be flexible and arrive at solutions that are of the highest value and benefit to Lexington, "our home".

Our team at Stantec has completed more than 2,000 facility assessments across North America. Many of these projects include multiple buildings and campuses. We are bringing several experts in real estate assessment to our team. These team members have advised numerous clients on how to move, consolidate and/or expand their real estate portfolios. Our team of experts intuitively understands what to focus on to evaluate our client's real estate portfolio.

We are Excited:

We want to be your strategists and facilities consultant. We are excited to be able to provide this proposal and look forward to an engaging and informative conversation during the upcoming half day interview.

Proposed Approach for the Scope of Services

For each scope of service listed, describe the approach and rationale you will use to accomplish that scope of service.

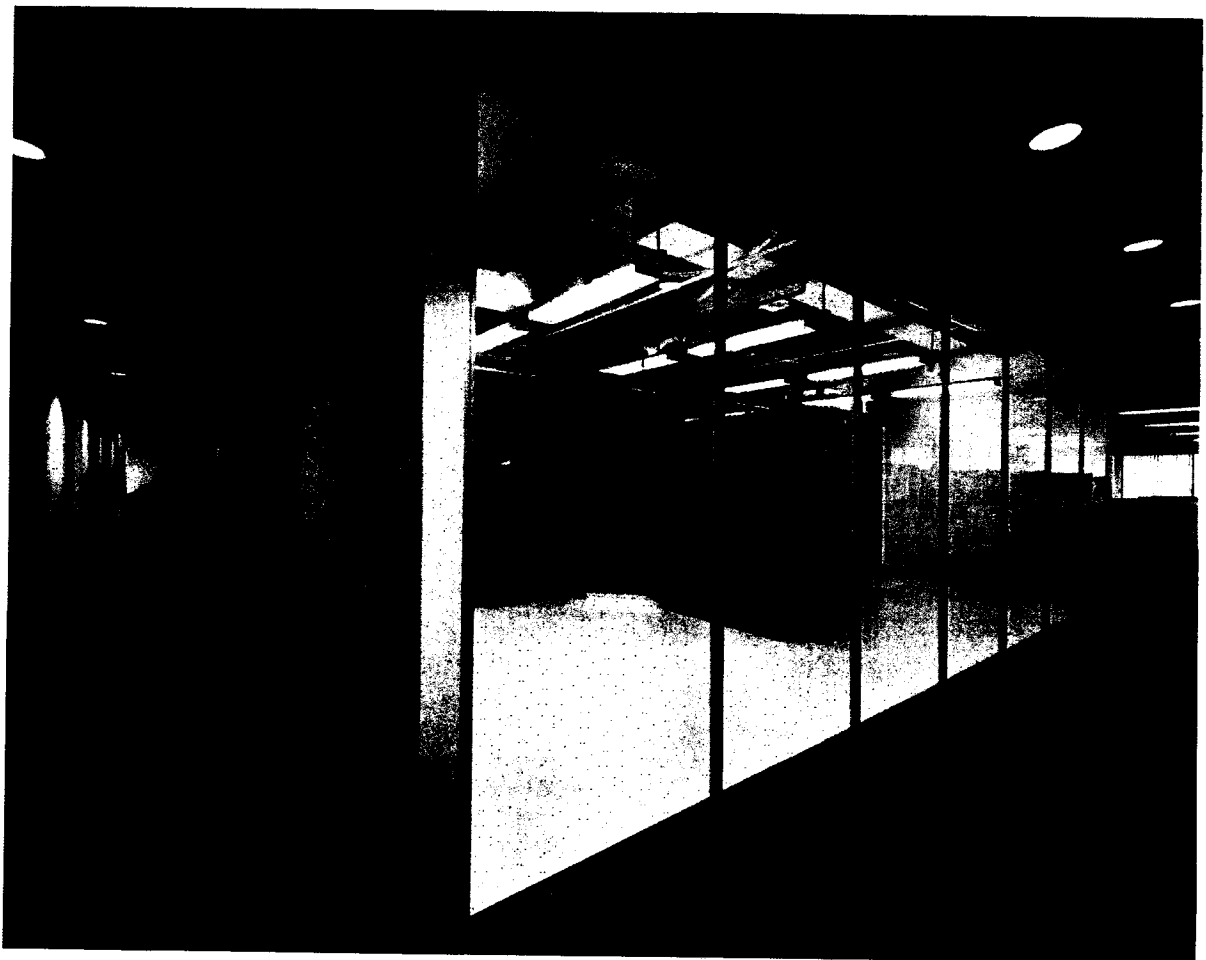
Scope of Service – Vendor's Approach

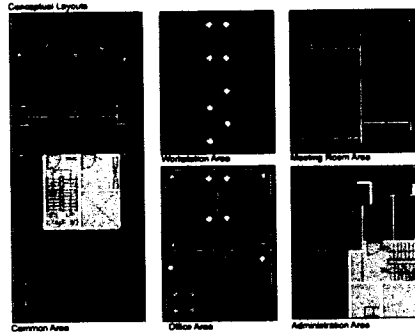
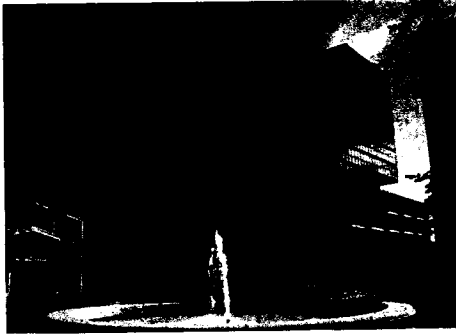
1. Provide three examples of other facilities plans your company has developed, preferably for government agency comparable to Lexington.
 - a. Identify which recommendations in the facilities plans were implemented and the impact they had.

Stantec has completed more than 2,000 facility assessments across North America. Many of these projects include multiple buildings and campuses. We have also advised numerous clients on how to move, consolidate and/or expand their real estate portfolios. Our team of experts intuitively understands what to focus on to evaluate our client's real estate portfolio.

The projects included below are a small representative selection of projects that closely align with the work described in the RFP.

- City of Calgary Restock and Space Optimization
- SMUD East Campus – Operations Center Design/Build
- Cisco – CCW for Buildings 200 & 300





City of Calgary Restack and Space Optimization

Calgary, Alberta

Stantec worked closely with The City of Calgary to examine space needs and determine how to achieve efficiencies and adjacencies resulting in over ten design projects.

Stantec was selected by The City of Calgary to prepare a ten-year Strategic Facilities Master Plan, as well as interior design for ten of the City administrative offices. This program provided a sound decision-making framework that shaped the physical environment of The City of Calgary's office space, while being inherently flexible to adequately and efficiently respond to changing city policies, financial programs, and organizational changes.

The project included the programming of all City buildings, consolidation of all space studies, development of long-range space strategies, and development of processes to implement the recommended strategies. In addition, Stantec provided project management and design services on a variety of projects resulting from the restack program totaling over 750,000 SF.

One element of the Restack Program was the Space Optimization Project. The project achieved its mandate by moving the City's Operations functions (those business units that primarily do not need to interact with the public) together at the Manchester Center (Roads and Recreation to Building E) (Supply Management to Building U) and The City's Public functions (those business units that primarily need to interact with the public) together within the Municipal Building.

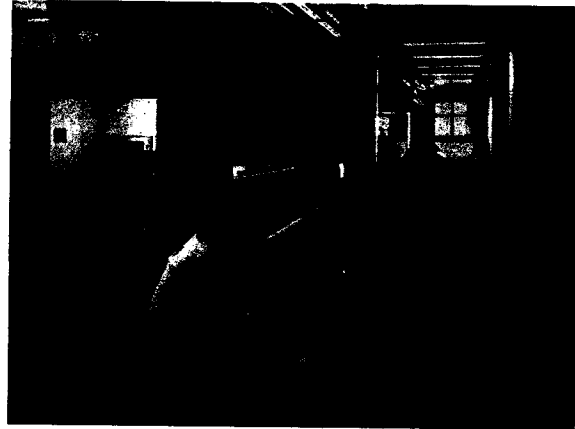
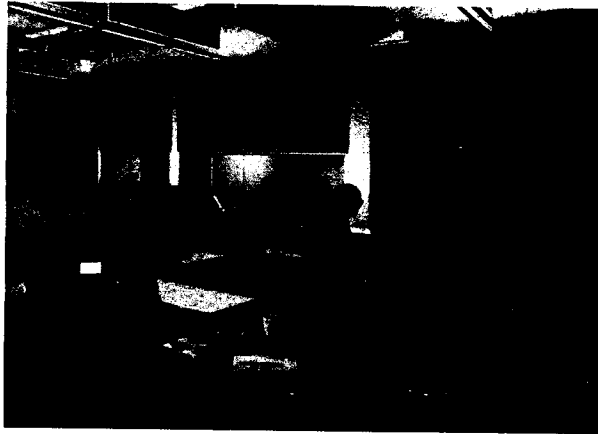
In 2006, Corporate Properties and Buildings' new budget allowed for the enhancement of the Space Optimization Project to create and improve existing workspace conditions for the Municipal Building, thus allowing for better adjacency realignment for the business units. This meant a total renovation of all 12 floors of the Municipal Building to an open-space concept and a total restack of the organizational groups.

To implement the restack program, Stantec was also awarded the development of the Corporate Workplace Framework, a policy document to guide workplace decisions. This policy established the vision relating to the planning, acquisition, and operations of all civil workplace infrastructures.

In 2004, The City of Calgary received The International Facilities Management Association Award of Excellence as an innovative, global leader in the long-term use, planning, and management of City-owned workplace assets.

Recommendation: The project included programming of all City buildings, consolidation of all space studies, development of long-range space strategies, and development of processes to implement the recommended strategies

Impact: In addition to achieving adjacency and efficiency goals, The City of Calgary received the International Facilities Management Association Award of Excellence as an innovative, global leader in the long-term use, planning, and management of City-owned workplace assets.



SMUD East Campus – Operations Center Design/Build

Sacramento, California

LEED Platinum certified and low bid – you can't have it both ways. Or can you? When the Sacramento Municipal Utility District (SMUD), outgrew their 19 acre maintenance yard, they wanted a new facility to accommodate future growth and provide a model for energy efficient net zero building design.

Stantec, Turner Construction, and RNL teamed up to develop the new 361,700 SF building, which includes offices, equipment repair shops, maintenance and warehouse buildings, storage space and parking for fleet vehicles and employees. The result is that the nation's first field operations center was awarded LEED Platinum certification. The project will also be one of the largest net zero energy projects in North America, producing as much energy as it consumes.

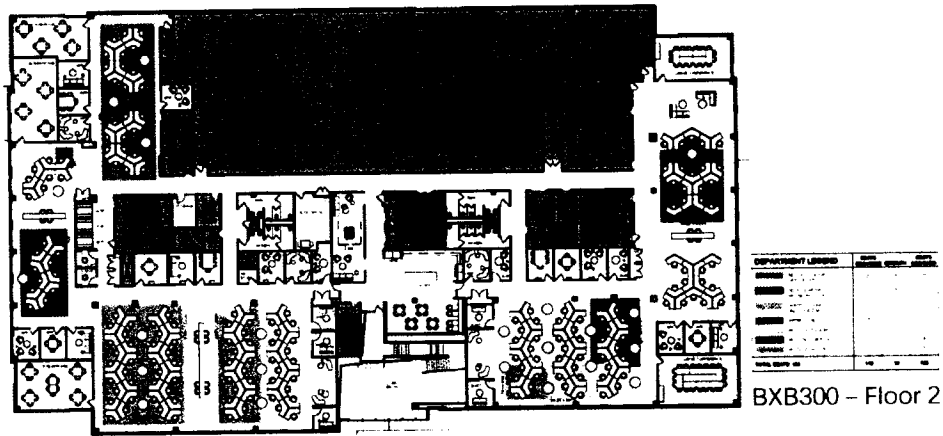
Our net zero energy approach included design techniques for low energy heating, cooling and lighting that reduced energy by 40%. In total, the EC-OC has an annual savings of over 3.7 million kilowatt-hours in electricity or enough electricity to power 413 homes.

SMUD also engaged us to provide Furniture, Fixture and Equipment consulting services. Like the majority of Corporate America, SMUD currently employs the most diverse workforce in its organization's History. The range of age, heritage, language, and gender, creates a new challenge for the company - the equal recognition, accommodation and engagement of its staff. For SMUD, the Corporate Yards Campus Project was the opportunity to harness their demographic diversity and leverage its energy into the future. Stantec became SMUD's Partner and took responsibility for thoroughly analyzing their workforce and its operations, in order to maximize its potential, create efficiencies, and uncover innovation.

Through our Functional Programming and Lean Process Improvement Workshops, Stantec identified over 300 areas where SMUD's range of staff, abilities, and technology could be harnessed to realize a meaningful change in the organization and a \$3M net gain to the corporate bottom-line.

Recommendation: SMUD adapted Stantec's net-zero strategies, as well as more than two-thirds of our 300 recommended areas for improvement uncovered through our Functional Programming and LEAN planning services.

Impact: Reduced energy costs by 40%
Realized \$3 million annual savings in operational costs.



Cisco - CCW for Buildings 200 & 300

Boxborough, Massachusetts

Cisco established a goal to transform its current work environment to respond to the dual needs to find better utilization of its existing office space, and to create a more collaborative, engaging and flexible work space. Utilizing the new Cisco Connected Workplace (CCW) workplace standards, the project team reprogrammed Buildings 200 and 300 at this Cisco campus with multiple user groups over a 4-month process. The existing configuration of 8' x 8' work cubes and private offices were replaced with movable office furniture with minimal visual privacy panels for employees, and a variety of collaborative work spaces, Creativity Zones and informal meeting and break out areas.

Our team was challenged to use color and pattern to create four unique yet compatible design concepts from which the end-users would democratically select their building identity. Informed by the end-users' fondness for their Massachusetts location, we developed design schemes that were inspired by recognizable features of New England forests or New England coasts, each populated with finishes and furnishings to communicate mood.

Recommendation: Stantec recommended reprogramming Buildings 200 and 300 on the Cisco campus to create a more collaborative space, and engaged employees in design schemes for the building.

Impact: The process and design fostered collaboration and creativity among the employees, and provided Cisco with flexible workplace solutions to carry them into the future.

Scope of Service – Vendor's Approach

2. Describe how to logically phase the work you are suggesting, taking costs into account and how to be prepared to react in the changing real estate market
 - a. To ensure prime opportunities are not missed.

Lexington-Fayette Urban County Government Strategic Facility Assessment

Stantec is pleased to provide this professional services proposal for the effort required to complete The Lexington-Fayette Urban County Government's (LFUCG) Department of Environmental Quality and Public Works (DEQPW) Strategic Facility Assessment.

Project Understanding

The LFUCG requires a strategic facility assessment to work towards a real estate portfolio that accommodates the DEQPW model and other future initiatives, both long and short term, with the following goals in mind:

- Increase operational efficiency and space utilization
- Increase the level of services to the citizens
- Decrease overall cost and expenses
- Develop a plan to position for the future

Scope of Services

The DEQPW is comprised of five divisions; Water Quality, Waste Management, Environmental Services, Traffic Engineering, and Streets and Roads. The divisions operate out of seventeen different buildings/locations and one additional location provides shared space to three divisions. Of the eighteen properties used by the department, fifteen are owned and three are leased. Each division maintains equipment necessary to perform their operational functions. Several divisions have the same type of equipment so there may be an opportunity to share common equipment.

Pursuant to selecting a Facilities Management Consultant, representatives from the DEQPW defined the current state of property and equipment used by each division and the scope of services that should be included in the facilities plan. Definition of the specific needs and requirements enables the Division to effectively communicate them to the marketplace and also provides a basis by which responses can be thoroughly evaluated.

Proposed Approach

Our approach is to utilize time proven methods that are flexible and scalable, and custom tailored to your needs. This will allow us to respond quickly to changing conditions in the real estate market, and to ensure we identify and capitalize on opportunities.

As we learn more during the half day presentation with you and your staff (scheduled for September 22 or 23) we will further refine our process to optimize our study and its benefit to you. Based on our current understanding of the expected outcomes, we have developed a **THREE PILLARS** approach with a scalable **Three Levels of Engagements** process. This process will utilize an interactive workshop with LFUCG and DEQPW stakeholders. With each meeting and interaction with you and your staff we will learn, collaborate and advise.

Three Pillars

The Three Pillars approach will expand our understanding of where LFUCG stands in its current condition relative to your real estate portfolio, operations and functional requirements, as well as existing facility conditions. It will also explore various considerations (including real estate market conditions) to position LFUCG, to identify gaps, and to map current and future conditions related to your goals and objectives. In the last pillar, Stantec will hold an interactive scenario planning workshop with LFUCG and DEQPW. The workshop is geared for decision-making.

Pillar 1 - DISCOVERY

Audits, assessments and benchmarking will allow us to fully understand where you are today. Surveys, focus groups and leadership discussions/visioning sessions will enable us to identify gaps and chart the future.

Pillar 2 – LENSES

Based upon needs identified during Pillar 1, our evaluation will focus on your real estate portfolio and market positioning as well as facilities conditions. Stantec will then analyze your needs through the lenses of:

- Mobility for staff and equipment
- The type of experience you want staff and customers/citizens to have within each building
- Technology needs of today and emerging equipment and software, such as "follow me printing," and "proximity readers" for printing confidential documents (no more pushing the PRINT button then racing to the printer.)

Using these lenses to measure each improvement, will guide Stantec and LFUCG toward solutions with the greatest benefit and value.

Pillar 3 – SCENARIO PLANNING

Stantec will lead a workshop with your key committee members to create various options, including cost benefits analysis, to enable you to make a timely and informed decision.

The Three Pillar approach has three (3) scalable Levels of Engagement:

Our Three Pillar approach has three (3) Scalable Levels of Engagement. We are suggesting the options of different levels of engagement with you to initiate a discussion for how we can best serve you and also meet your project schedule and budget. Based on our current understanding of your needs we are recommending the Level 1 – Baseline Engagement Approach. We believe that this Baseline approach will provide LFUCG a high-level yet well thought out direction, a good starting point towards your new real estate and business model for the future. This approach fits well within the time line stipulated in the RFP, providing you with enough important information for decision making and minimizing cost.

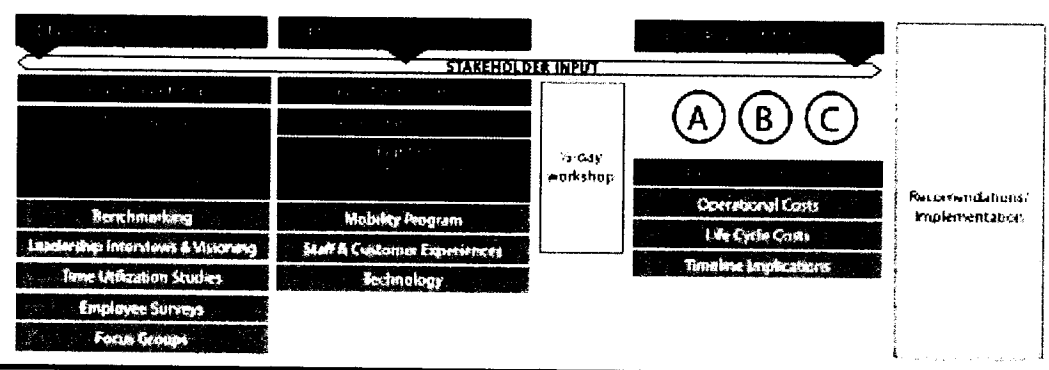
Level 1 – BASELINE ENGAGEMENT is a focus on an assessment of your facilities, processes and your current and future requirements.

Level 2 – IMPROVED ENGAGEMENT includes Level 1, plus more future assessment related directly to your workplace, including employee engagement, space efficiency and effectiveness, flexibility and agility of the workplace, and recruitment/retention considerations.

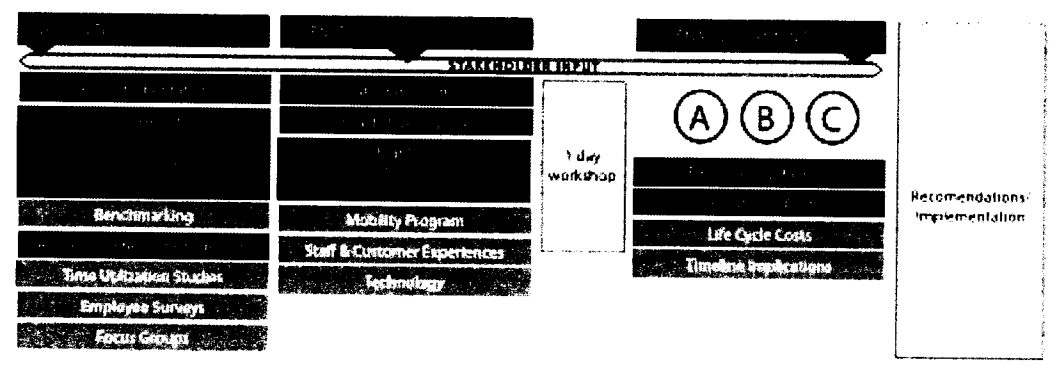
Level 3 – FULL ENGAGEMENT Includes Level 1 and Level 2, plus an all-encompassing approach towards your real estate portfolio, technology integration, other future needs to improve productivity and the enhancement of the overall work environment, and more in depth cost benefit analysis.

The Three Pillar Approach is intended to be "scalable"; if desired, and deemed necessary, more detail Levels can be activated at your discretion. Immediately following is a schematic of the process that is associated with each level of engagement.

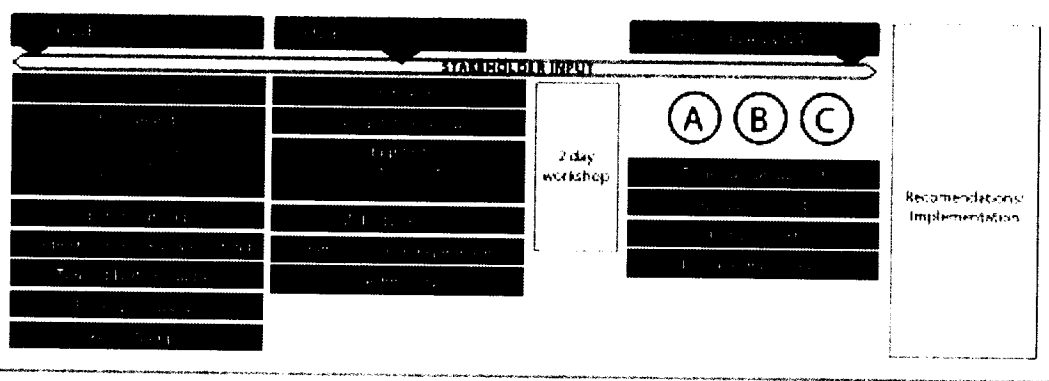
Level 1: Baseline Engagement Approach (recommended)



Level 2: Improved Engagement Approach



Level 3: Full Engagement Approach



For this proposal, we are recommending the Level 1 – Baseline Engagement Approach. We believe that this Baseline approach will provide LFUCG a high-level yet well thought out direction, a good starting point towards your new real estate and business model for the future. This approach fits well within the time line stipulated in the RFP, providing you with enough important information for decision making and minimizing cost. The Three Pillar Approach is intended to be 'scalable'; if desired, and deemed necessary, more detail Levels can be activated at your discretion.

LEVEL 1 – BASELINE ENGAGEMENT APPROACH

1. Project Orientation + Kick-Off

- Identify project team including Core Team and Steering Committee Members and other project stakeholders including communication protocols
- Establish team roles and responsibilities, and determine the frequency of team coordination meetings
- Gather concrete data regarding current facility attributes including size, location, occupants, services, targeted customers, goals/objectives and use
- Identify current and future requirements and staff projections
- Identify evaluation criteria for the functional areas including operational factors, program/service goals. Establish the appropriate ranking for criteria
- Confirm research and engagement activities, resource requirements, scheduling and project timeline for key activities
- Define Success Measurements for this assignment

Meeting & Deliverable Summary:

- One (1) Kick off meeting
- One (1) Summary of project guiding principles and evaluation criteria

2. Assessment

2a. Business Strategy - We will meet with stakeholders to better understand business strategy and operations to learn and program how real estate options can best support DEQPW goals – through core team meetings (Five departments). We will be reviewing the following items:

- Identify Business Strategy for each division
 - Core Competencies
 - Comprehensive services
 - Mission and Vision
 - Customers/client focus - Right service at the right time at the right place
 - Customer/client access
 - Human Resources
 - Labor Profile
 - Workforce Needs and Requirements
 - Demographic Profile(s)
 - Recruitment and retention
- Business Operations
 - Supports Key Processes at key representative job levels
 - Workflow and Communication Strategy
 - Future Needs and Requirements
 - Performance Metrics
 - Manager/Staff
 - Customer interactions/staff
 - Utilization of workspace space
 - Customer visit cycle times
- Technology
 - Infrastructure
 - Capacity and Flexibility
 - Mobility/Portability

- Security
- Future products for consideration
- Corporate Culture
 - Core Values
 - Impact of Mobility Teamwork and Collaboration
 - Future Enhancement
 - Corporate Image
 - Citizen's and the public's perception
 - Brand Considerations
- Marketplace Dynamics

Meetings & Deliverable Summary:

- Up to two (2) meetings
- One (1) Summary of business strategy, HR, operations, technology, culture, image and discussions

2 b. Functional Requirements – the gathering of departmental current and future requirements are a necessary need for us to fully understand where LFUCG is today, so that we can recommend where you should be on the spectrum of workplace in the future. During this step we will be completing the following items:

- Attend site tours and conduct meetings with local representative site teams
- Review space inventory of areas assigned to programs/services
- Department meetings (5) and establish functional requirements of
 - DEQPW program/service functionality
 - staffing (current and future)
 - customers/clients
 - Current space standards, what's working and what's not working
 - Special needs/equipment
- Evaluate results based on ranking tool developed in 1.0
- Complete a functional assessment of existing program/service areas.

Meeting & Deliverable Summary:

- Up to eight (8) one hour meetings
- One (1) Summary of functional needs assessment

2 c. Portfolio Assessment – through this step, we will gather the information required to help determine technical and operational information based on your current real estate portfolio.

- Market overview
- Lease conditions
- Reviewing the 18 existing facilities location and character and understanding their position in the marketplace
- Developing an understanding of the Lexington market through review of market information from third party sources and comparable, and speaking with brokers and other real estate professionals
- We will then utilize this information to suggest facilities that might have disposition value if they were not needed
- Participate in discussion with the team to understand which properties are best suited for City requirements and whether any might be better off disposed of and likely financial benefit, or if additional space were needed, where might the City find suitable and economically effective space on the market
- Operating cost and cost benefit analysis

Meetings & Deliverable Summary:

- Up to two (2) review meetings
- One (1) final report summarizing real estate findings and cost analysis

3. Physical Facilities Evaluation – A review of the space inventory of areas assigned to programs/services;

- Establish functional requirements of DEQPW program/service functionality to facilities/spaces
- Evaluate results based on ranking tool developed
- Complete a functional assessment of existing program/service areas in these facilities

A Building Condition Assessment (lifecycle cost) will be a high level technical walkthrough (good, fair, poor, needs repair) review, to evaluate the current state of building components/services. This walkthrough provides an objective high-level assessment of the current needs of the facility, and for future improvements. We will also coordinate site access to conduct a walk-through of the facilities. Site visits will be limited to Three (3) working days, one hour maximum per site visit at required locations. The site visits will be grouped together within an agreed upon work week to minimize travel expenses. While onsite, we will evaluate the physical condition of the facility, the performance of the equipment, and review maintenance procedures and reports. We will ensure thorough documentation of all data collected.

In addition to above, Stantec will include Engineering review of MEP/FP, Life Safety and ADA (good, fair, poor) and recommendations for areas of improvements. The findings will be incorporated into our report below.

Meeting & Deliverable Summary:

- Site visits as noted above
- One (1) report to include the following:
 - Asset listing with general condition assessment (i.e. Good, Fair, Poor) for each location
 - Assessment of Infrastructure, ADA and Life Safety (Good, Fair, Poor) for each location
 - Analysis of the adequacy of the Capital Plan if available (plan to be provided by LFUCG)
 - Opportunities to improve the facilities performance and operation.

4. Scenario Development Workshop - Once Discovery and Lenses considerations are complete, Stantec will facilitate a half day workshop with your key stakeholders to explore various scenarios. During this interactive workshop, we will discuss pros and cons of options in relation to the strategic objectives, cultural aspirations identified, market conditions and positioning to ensure that we have considered all prime opportunities. The goal is to evaluate up to three (3) options with a final preferred option recommended for presentation to senior leadership and further detail development for future implementation.

Meeting & Deliverable Summary:

- One (1) full day workshop
- Up to three (3) real estate scenarios

5. Findings + Key Recommendations Brief - Stantec will use the understanding and findings from all prior steps described above, to summarize our understanding of the existing culture, future business directions, desired work practices, areas of potential operational improvements, overlaying these findings to local market conditions and your real estate portfolio expectations. An executive summary presentation will be prepared and presented as a business case for moving forward.

Meeting & Deliverable Summary:

- One presentation/discussion with core project team to review our findings and recommendations
- One (1) full report of current findings and future state recommendations brief
- One (1) executive level summary presentation/business case

Additional Scope request

Right Fit – Efficiencies, Effectiveness and Solutions Gaming

Workplace Standards – Stantec, in collaboration with LFUCG will assess current standards (where applicable), review benchmark on space standards and develop 'right –fit' workplace standards and room setting guidelines for space allocations purposes. These guidelines will include sizes of "personal" spaces – private offices and open workstations, "public" areas including collaboration spaces such as conference rooms – formal and informal training rooms, multi-purpose rooms, huddle rooms, small reading/phone rooms, and amenity/social spaces such as pantries, cafes, employee lounges. We will also provide recommendations on desk sharing ratios, telework and free-address policies where applicable.

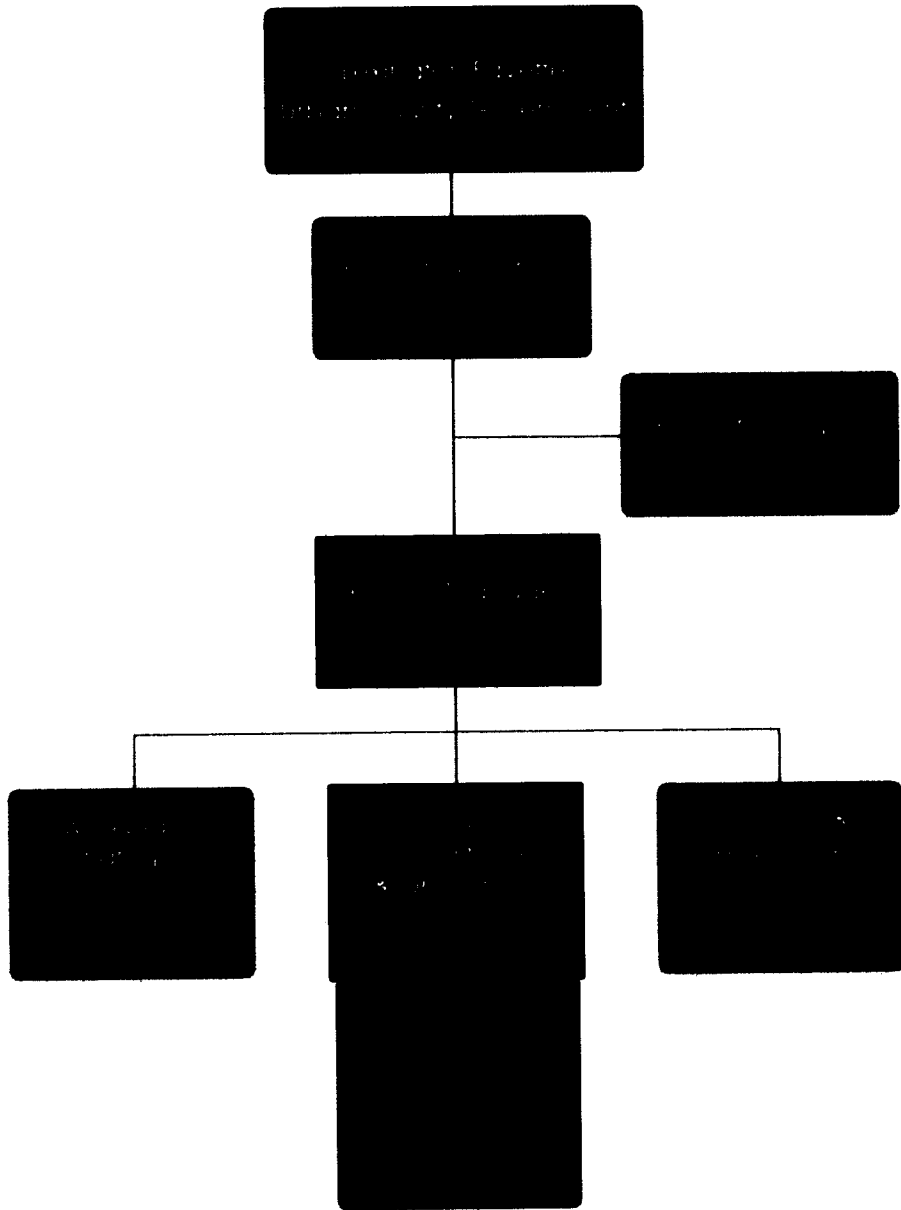
Functional Adjacency Diagrams – While the functional requirements are being gathered we will ask each department their key adjacency requirements and/or other key buildings/locations that they should have easy access to once in the future workspace. Once new workplace standards are approved and required future usable square feet is confirmed, Stantec will develop a departmental adjacency diagram that will include a headcount and key adjacencies needs for each division. These adjacency diagrams will be developed and used to help understand key primary, secondary and negative adjacency needs for each departments.

Meetings & Deliverable Summary:

- *Up to two meetings*
- *Workplace standards and allocation guidelines*
- *Block and Stack plans*

Scope of Service – Vendor's Approach

3. Provide an organization chart for your firm.
 - a. Include areas of expertise for each person in the firm.



FUTURE PHASES
IMPLEMENTATION TEAM
Architecture | Interiors | MEP/FP | Structural | Lighting | AV | IT
Security | Site/Civil Engineering | Other services as needed

Scope of Service – Vendor's Approach

4. Describe the core project team you are proposing
- a. Provide names and resumes for each team member

Please see table below for names of each team member. Their resumes follow.

- b. Identify the level of effort for each team member.
- c. Identify the hourly rate for each team member.

Team Member Role on Project	Level of effort required/hours	Hourly rate
George Halkias, Project Executive	16	256.04
Mark Willis, Project Principal	24	301.92
Frank Pettinati, Project Manager	92	220.52
Crystal Dippre, Workplace Strategy	106	224.20
Angie Lee, Workplace Strategy	146	343.36
Matthew Zupancic, Building Conditions & Operations	140	220.52
Kurt Fansler, Dynamix, Building Conditions (MBE)	Fixed fee	
Sara Vogelpohl, TTL, Asbestos Surveys (Veteran-Owned)	Fixed fee	
Marc DiManno, Financial Analyst	No cost to LFUCG	
Drew Leff, Real Estate Analyst	46	340.40

George D. Halkias, AIA, LEED AP



Principal

George has over 25 years of experience and offers a depth of knowledge in design for many project types. As a leader in our regional Commercial and Industrial sectors he works to enhance our client's success. His knowledge of the market, combined with his reputation and unique expertise, offers benefits to our clients and partners.

For the Lexington-Fayette Urban County Government, George will utilize his expertise in Facility Conditions Assessments and Operation Logistics Planning. He will also assist the Workplace Strategy Team as needed.

EDUCATION

Bachelor of Architecture, Minor in Architectural History, Pennsylvania State University, University Park, Pennsylvania, 1991

REGISTRATIONS

Registered Architect #RA 015825x,
Commonwealth of Pennsylvania

Registered Architect #013903, Commonwealth of Virginia

Certificate of Authorization Holder #73597,
National Council of Architectural Registration Boards

MEMBERSHIPS

Member, National Council of Architectural Registration Boards

Member, American Institute of Architects

LOCAL EXPERIENCE

Stantec, Lexington, Kentucky
Our Stantec Pittsburgh and Butler offices provided Architectural, Interior Design and MEP Design services for a new tenant fit-out of a build-to-suite office building. The goal of the project was to combine multiple offices sites, and geotechnical lab, into one new facility. The fit out project design team was engaged to coordinate with the Design Builder during the design and construction of the core and shell of the building. Project goals were set around creating an open, flexible environment that allowed light to flow throughout the space. Ample meeting space and open work environments have been introduced in the space.

EQT Office & Warehouse, Pikesville, Kentucky

George was the project manager for the new, 55,000-square-foot facility. He was responsible for the project from conceptual planning and discovery/programming to construction administration and project closeout. He assisted EQT in obtaining the necessary approvals, permits, and utility connections, and working closely with additional consultants to deliver a fully integrated project design.

FedEx Ground - Due Diligence Site Investigation and Design Services for Hub Facility #406 and Trailer Parking Lot Expansions, Independence, Kentucky

The project scope includes due diligence site investigation services, electrical study, traffic study, sound study, wetlands, geotechnical and utility investigation and including architectural and engineering design and construction services and inspection services for a major multi-phased hub expansion for FXG in Northern KY.

CONDITION ASSESSMENT EXPERIENCE

Confidential Building Assessment, Western Pennsylvania

Stantec was retained to assess a million sf corporate HQ complex to determine the cause and solutions for failures in the building envelope.

Toyota Motor Manufacturing Canada Inc.- Envelope Study, Cambridge, Ontario

Stantec was retained to complete a detail and design analysis of the existing facility and general strategies and solutions as well as a new facade identity for the building.

Point Park University - Thayer Hall Renovation, Pittsburgh, Pennsylvania

Code Analysis identified a series of renovations required to comply with Code

(denotes projects completed with this firm)

OPERATIONAL LOGISTICS EXPERIENCE

FedEx Ground - Woodbridge Hub Site Optimization Project, Keasbey, New Jersey
Stantec is providing professional planning and design services for the Hub renovation which includes: (1) due-diligence and site investigation services; (2) geotechnical engineering services; and (3) architectural and engineering services for a 850-car parking garage.

FedEx Ground - Concrete & Asphalt Condition Study, Pittsburgh Ground (PITT / 0152) – 15-0152-01, Pittsburgh, Pennsylvania
The Stantec team is responsible for the inspection of the asphalt and concrete paving at the FedEx Ground facility on Neville Island. They will evaluate the conditions of said installations and recommend areas and sections needing repair, replacement or upgrade in the near future.

Fed Ex Ground – CY14 Expansion Project, Utica, New York, Utica, New York
Expansion of the existing pre-engineered metal building including foundations, structural, doorways, dock door equipment, utilities and lighting. Scope includes expansion of the existing office area, to include a new training/meeting room; addition of two mod dock areas; and additional parking.

Fedex Ground - CY16 Atlanta Parking, Atlanta, Georgia
Stantec is providing due diligence investigation/phase services for this project. This will include the identification of all risks to FedEx Ground.

FedEx Ground – CY17 Hub Expansion, Rialto, California
Stantec is providing architectural and engineering services for the expansion of distribution center and adjacent property. The existing hub and yard will remain operational during the design and construction phases.

Fed Ex Ground CY18 New Hub, Confidential Location

Stantec is responsible for performing: (1) the site due diligence, (2) the architectural and engineering design, and (3) the construction administration services for a new FedEx Ground Hub.

FedEx Ground - Edmonton, Edmonton, Alberta, Canada

Stantec was retained to complete the design of this expansion project and to obtain all of the permitting for the project.

WORKPLACE STRATEGY EXPERIENCE

PNC Bank - Two PNC Plaza Restack*, Pittsburgh, Pennsylvania
Restacking 22 of the 34 floors of tower and upgrading all of the toilet facilities to meet ADA requirements. George was the project architect and designer.

Mellon Restack - Headquarters Complex*, Pittsburgh, Pennsylvania
Restacking 14 of the 42 floors of tower 3 and relocating staff across 4 buildings. and upgrading all of the toilet facilities to meet ADA requirements. George was the project manager.

J. Richard Carnall Center*, Wilmington, Delaware
George led the design team for the new 113,115-square-foot, \$38 million, corporate headquarters for PFPC. The building accommodates 500 employees and more than 500 vehicles and consists of an executive management center, conference rooms, a training auditorium, as well as management information space. The project earned LEED 2.0 Gold Certification.

PNC Firstside Center, New Operations Facility*, Pittsburgh, Pennsylvania
George was the project architect for the new 647,000-square-foot operations center. The facility was the first facility in the country of its kind to be Certified LEED 2.0. The project incorporated the consolidation of staff from 4 cities and 13 buildings into one building in one city.

*denotes projects completed with other firms

Mark Willis, PE



Principal

Mark is a Principal with Stantec and has over 30 years' experience leading design teams in Civil and Environmental Engineering. He is familiar with the full range of design, design/build, permitting and environmental needs for site developments and has also been a reviewer of site plans for several communities. His experience includes successfully completed assignments for Berea College, Sullivan University, Northern Kentucky University, Kentucky Transportation Cabinet and US Corp of Engineers. He leads large complex project teams to arrive at unique and best benefit solutions. He utilizes his construction experience to improve the "constructability" of projects that he leads.

EDUCATION

BS Civil Engineering, University of Kentucky,
Lexington, Kentucky, 1983

REGISTRATIONS

Professional Engineer #110066, State of
Tennessee

Professional Engineer #15518, Commonwealth of
Kentucky

Professional Engineer, State of Ohio

Professional Engineer, State of Alabama

MEMBERSHIPS

Vice-Chair, Kentuckians for Better Transportation

National Director for Kentucky Chapter and
Transportation Steering Committee Member,
American Council of Engineering Companies

Various Chapter Leadership Responsibilities,
Kentucky Society of Professional Engineers

LOCAL EXPERIENCE

Berea College*, Berea, Kentucky (Project
manager)

Mark was Project Manager for six projects for Berea College. Highlights of his successfully completed/constructed work include the following: Project 1 Design of a 10 acre site for married student housing. Site included residential units, common use building/area, child learning center and unique environmental projects.

Site utilized wetlands, waste water treatment, gray water re-uses, "living machine" for water recycling, buried detention and captive contaminants from storm water; Project 2 Design of utility of infrastructure for the 20 acre Berea Artisan Center; Project 3 On call consulting for Berea College with respect to development of college properties (75+ acres considered for potential commercial development; project was cancelled due to change in College investment priorities); Project 4 Review of impacts of state roadway improvements for a new by-pass on Berea College development properties; Project 5 Design of storm and sanitary sewer improvements for re-use of 7 acre heat plant site as park facilities; Project 6 design of student and overflow parking lot behind the "Creamery".

Mark was also Principal in Charge of numerous roadway, parking lot, streetscape and related civil engineering projects on the Berea College campus.

Sullivan College Harrodsburg Campus*, Lexington
Kentucky (Principal and Project Engineer)

Mark led the design and/or design team for the Sullivan University conversion of a former coal company executive office building into class rooms. He met and coordinated with Sullivan and their architects as pedestrian and vehicular access was developed. He then led the design/team as the existing parking lot was expanded, and off-site property acquired and parking built on it. Design services included Landscaping, detention, erosion control plans, permitting with the Kentucky Highway Department for pedestrian crossing of a state roadway, local and state permitting and coordination with LFUCG localized storm sewer improvements.

Principal

American Freightways Site Development (later purchase by FedEx)*, Lexington, Kentucky (Project Manager)

Mark was responsible for the site design of a 25 acre warehousing facility with very complex grading requirements. Design factors included balance of cut and fill quantities; storm sewers; water line, and fire hydrant coverage; gas and electric services; erosion and sedimentation control plan including KPDES permit application; deceleration lane and access from US-421 including right-of-way encroachment permit with Kentucky. Construction is complete and was well received by the client and community.

FedEx Ground Expansion (NOKY 416), Boone County, Kentucky (Civil Engineering Lead)

Mark serves as Civil Engineering Lead for the expansion of the existing 96 acre facility and development of the 67 acre adjoining site. Load wings A and B are to be expanded and a new load wing constructed on the existing sit. Other improvements include doubling in size the maintenance building, addition of 67 off-site acres for increased trailer parking capacity, reconfiguration of traffic patterns and security gates, and new employee entrance building and security. This project is currently under construction.

Residential Developments*, Northern Kentucky and SW Ohio (Project Engineer)

Project engineer/manager for over completed 20 residential developments totaling over 2,500 units. Responsible for all aspects of design; coordination with gas, electric, telephone, and cable TV companies; supervision of plan production; scheduling of work, reviews, and approvals from all municipal agencies; supervision of survey crews during the construction process; and supervision and approval of all building permit plats.

Military Base Improvements*, Various Locations (Principal-in-Charge)

Principal-in-Charge for civil/site design on numerous military base improvements utilizing the design/build project delivery method.

Site Civil Design*, Various Locations (Project Engineer)

Mark has designed numerous communities including commercial, retail, industrial, and private developments. Services typically provided included site plan review; engineering studies; preparation of contract plans, specifications, and bid documents; construction supervision/inspection and contract administration; and design of roadway improvements, traffic studies, parking lots, culverts, bridges, sanitary sewers, storm sewers, waterline, parks and improvements to municipal buildings for ingress/egress and ADA requirements.

Residential Developments*, Various Locations (Project Engineer)

Mark completed the design of more than 20 residential developments for over 2,500 dwellings, one of which included a 16" water main for the City of Cincinnati Water Works.

Brent Spence Bridge Replacement Feasibility Study "Mega Project", Cincinnati, Ohio, KYCT

Mr. Willis was Principal-in-Charge and Project Manager for the \$1.5 billion Interstate 71 and 75 Brent Spence Bridge corridor study. These roadways are vital transportation elements which serve national, regional, and local travel demands. Due to increasing traffic levels the corridor experiences significant congestion and travel delays, with no opportunity to further capacity increase within existing right-of-way. Mr. Willis led the team as they developed a long-term strategy for improvements to the roadway corridor. Alternatives screening reduced possible alignments to six "build" scenarios. Concepts were refined as traffic modeling proceeded from the macro simulation (MPO - Travel Demand forecasting and assignments by OKI) and proceeded to micro-simulation. Alternatives were further refined using constructability reviews and cost estimating. Analysis also considered traffic operations, travel delay impacts, ability to detour traffic between bridges, and visual impacts. The Northern Kentucky Chamber and area business leaders pushed for quicker project delivery, and successfully lobbied officials in Washington, DC for extra funding (\$125,000,000 additional was received). Mr. Willis quickly grasped this dynamic and changed the staffing of the project such that the team delivered the final report 12 months ahead of the contract schedule. The project is now in the EIS phase and five of the six feasible alternatives are still under consideration.

Frank Pettinati, AIA, LEED AP



Senior Project Manager

Frank is an Architect and Senior Project Manager in the Interiors Group with over 25 years' experience in all phases of corporate architecture and work place interior design. He has served as a designer, manager, and technical advisor on a variety of work place, financial services, and professional services projects. Frank is well-versed in the issues associated with the design of work place, branded and sustainable interior environments and has experience managing multi-disciplinary teams to the successful delivery of complex projects.

EDUCATION

Master of Architecture, University of Illinois at Chicago
Bachelor of Architecture, Ohio State University

REGISTRATIONS

Registered Architect: Illinois and New York
LEED Accredited Professional
American Institute of Architects (AIA)

PROJECT EXPERIENCE

Los Angeles United States Federal Courthouse*:
Los Angeles, California
Full architectural services for a 1,000,000-square-foot replacement courthouse and interior design services for public spaces that included main lobby/security pints, jury assembly, food service facilities, including district and magistrate courtrooms.

Fort Belvoir BRAC*: Belvoir, Virginia
Strategic planning and building evaluation services to relocate military administrative personnel on to the base from leased space in suburban D.C. as part of the Army Base Realignment 410,000-square-feet.

Cardinal Health*: McGaw Park, Illinois
Strategic planning services for the consolidation and lease-back of the Cardinal space to allow for the disposition of the office park 250,000-square-feet

Cardinal Health*: Dublin, Ohio
Full interior design and Branding services for 200,000 square foot headquarters expansion and a new 10,000 square foot Customer Innovation Sales Center

Prudential PMCC: Chicago, Illinois
Full interior design services for the 14,800-square-foot office.

Sasser Family Holdings: Schaumburg, Illinois
Architectural and interior design services for a two-phase consolidation project to create a 44,000 square foot comprehensive headquarters at Woodfield Corporate Center.

KCG: Chicago, Illinois
Full interior design services for the 28,000-square-foot trading firm office.

Ariel Investments: Multiple Locations
On-call Architectural and interior design services 29,000 square-foot Chicago office and 10,000 square-foot New York City office

Entertainment Cruises: Chicago, Illinois
Full interior design services for the 24,000-square-foot headquarters office.

Prudential PCG: Chicago, Illinois
Full interior design services for the 28,000-square-foot office.

Prudential PREI: Chicago, Illinois
Full interior design services for the 3,500-square-foot office.

XL Catlin: Multiple Locations
Full interior design services for the consolidation due to a merger of two insurance companies, Chicago, Illinois office 5,000-square-foot and New York City office 109,000 square feet

Wintrust Financial Corporation: Rosemont, Illinois
Full interior design services for the renovation of Floors 3, 6, 9 & 10 at the bank's headquarters

New Harbor Capital: Chicago, Illinois
Full interior design services for the 7,500-square-foot office.

Global Consulting Firm: Multiple Locations
Strategic planning and interior architecture services for 159,000 square feet of regional offices in the Midwest.

Grisko: Chicago, Illinois
Full interior design services for the relocation of 8,000 square feet of office space.

Frank Pettinati, AIA, LEED AP
Senior Project Manager



Deloitte*: Multiple Locations

Interior Design and planning for regional and branch offices in Cincinnati, Ohio, Bentonville, Arkansas, Washington, D.C, Kansas City Missouri, Pittsburgh, Pennsylvania, New Orleans, Louisiana, Minneapolis, Minnesota and Houston, Texas ranging from 5,000 to 350,000 square feet.

Digitas*: Chicago, Illinois

Relocation of 25,000-square-foot digital marketing group, full design services for initial move and subsequent expansion.

Tribune Interactive*: Chicago, Illinois

Full design services for the 120,000-square-foot renovation of the abandoned press room into flexible office space that included an employee fitness center and conference and training facilities.

Computer Associates*: Lisle, Illinois

Renovation of 100,000-square-foot office space implementing new corporate work place standards.

Ammarati Puris Lintas*: Chicago, Illinois

Full interior design services for the relocation of 12,000-square-foot advertising firm, part of the Publicis Groupe.

CNA Insurance*: Multiple Locations

Design and implementation of corporate work place standards for projects ranging 20,000 – 30,000-square feet.

Allstate Insurance*: Riverwoods, Illinois

Implementation of corporate work place standards for renovation of 20,000-square feet.

Oracle*: Chicago, Illinois

Full interior design services for the 60,000-square-foot expansion of existing office.

Davies Ward Phillips & Vineberg, LLP*: Toronto, Canada

Strategic planning and full design services, including LEED for the relocation of an 110,000-square-foot law firm to a new LEED Gold building.

WeirFoulds, LLP*: Toronto, Canada

Real estate analysis, strategic planning and the development of new work place guidelines for a 70,000-square-foot law firm relocation.

Bowman and Brooke*: Multiple Locations

Planning and interior design services for new regional offices for a Minneapolis based law firm.

Gelber Group: Chicago, Illinois

Real estate analysis and planning for the relocation of a 40,000-square-foot trading firm headquarters office.

Bank of America*: Charlotte, North Carolina

Full interior design services for a new administrative building that included the public spaces, broadcast auditorium and 750,000-square-foot branded and LEED Gold work space.

Haworth Center*: Holland, Michigan

Full interior design and brand services for the renovation and expansion of 100,000-square-foot furniture manufacturer headquarters to achieve LEED Gold certification.

Cardinal Health*: Dublin, Ohio

Strategic planning, branding, full interior design services and new work place guidelines for the 250,000-square-foot headquarters expansion that included work space, food service facilities, customer sales center and corporate fitness center.

Antares Capital Corporation*: Chicago, Illinois

Full interior design services for 24,000-square-foot private equities investment firm.

QST Industries*: Chicago, Illinois

Full interior design services for 15,000-square-foot headquarters.

American Red Cross*: Chicago, Illinois

Full architectural and interior design services for the relocation of the 60,000-square-foot Chicago Chapter headquarters.

North American Company*: Chicago, Illinois

Strategic planning, development of new work place guidelines and full interior design services for the relocation of 100,000-square-foot headquarters relocation and subsequent space realignments.

Angie Lee, FAIA, IIDA, NCARB, LEED AP BD+C



Principal

For more than 30 years, Angie has led teams in delivering design solutions that align with client business objectives and functional requirements; resulting in beautiful design that delights and exceeds clients' expectations. With delivering office environments as her primary focus, she stays in tune with the most current trends affecting the workplace, today's multi-generational workforce and how they work, always with an eye toward future innovative solutions. A leader and a mentor, Angie's insight helps cultivate talented design teams which have been recognized with numerous awards, publications, and many loyal repeat clients.

At Stantec, Angie serves as the firm's Sector Leader in Commercial Workplace & Office. In this role, she brings her many years of experience, in multiple industries and scope ranges, leading strategic efforts to measurable solutions, great design in alignment with business strategies, while delivering great client experiences.

Angie wears a number of hats on projects, including principal-in-charge, design lead and workplace strategist. She is nationally recognized for her thought leadership in strategic planning, visioning and programming, and design expertise. Her pragmatic approach, coupled with her ability to lead teams and clients have resulted in projects with the highest standards of performance, and many happy clients.

EDUCATION

Bachelor of Architecture with Honors, Illinois Institute of Technology, Chicago, Illinois, 1982

REGISTRATIONS

Registered Architect, State of Illinois

Registered Architect, Commonwealth of Massachusetts

Registered Architect, State of Arizona

Registered Architect, Washington, D.C. (District of Columbia)

Registered Architect, National Council of Architectural Registration Boards

LEED AP Building Design + Construction, U.S. Green Building Council

SELECT MEMBERSHIPS

Fellow, American Institute of Architects

Member, Commercial Real Estate Women

President (2007), Illinois Chapter, International Interior Design Association

Member, U.S. General Services Administration, Design Excellence Program/National Register of Peer Professionals

PROJECT EXPERIENCE

Workplace/Office

Grant Thornton, MSA. National Account. Multiple Locations

Workplace Strategies and Interior Design for new headquarters in Chicago and other renovations in multiple locations for the 6th largest accounting firm in the US.

Walgreens Campus Offices MSA, Deerfield, Illinois
Approximately 1MSF Interior Design, renovation of offices employing AWS (Alternative Workplace Standard)

Aramark Corporation*, Downers Grove, Illinois
170,000 sf consolidation and renovation to develop new regional headquarters

Astellas US, LLC*, Deerfield, Illinois
Full interior design services for the US headquarters of this pharmaceutical development company. The new 400,000 sf state-of-the-art, highly flexible, active environment will be home to the firm's research and development, corporate, marketing and sales functions.

* denotes projects completed with other firms

Principal

Bank One*, Chicago, Illinois
600,000 sf programming and planning study for real estate strategy development

Chef Solutions*, Schaumburg, Illinois
65,000 sf interiors for consolidation and relocation of corporate headquarters following acquisition of six corporations

Chicago Mercantile Exchange*, Chicago, Illinois
480,000 sf programming and real estate strategy development

Chicago Transit Authority*, Chicago, Illinois
350,000 sf interiors for headquarters consolidation

Chody Real Estate*, Chicago, Illinois
10,000 sf corporate headquarters for new business entities

Deloitte Services, LLP, National Account*, Multiple Locations
Interior architecture, FF&E and MEP engineering services for Deloitte's US offices, including: San Diego, CA; San Francisco, CA; San Jose, CA; Davenport, IA; Cedar Rapids, IA; Des Moines, IA; Portland, OR; Buffalo, NY; Rochester, NY; Baltimore, MD; McLean, VA; Rosslyn, VA; Honolulu, HI.

Easter Seals*, Chicago, Illinois
After outgrowing their current space in downtown Chicago, the national headquarters of this nonprofit agency relocated to the 24th floor of the Sears Tower. The 28,000 sf space has been designed to universally accommodate individuals with a range of disabilities and special needs. The headquarters is LEED-CI Silver certified.

FORD*, Dearborn, Michigan
Services include interviews with senior executives, focus group meetings, observation studies and staff culture survey. This process was designed to help develop FORD's Workplace strategy development expectations and to manage change.

NATO US Headquarters*, Brussels, Belgium
90,000SF new office interiors for the US NATO headquarters

OWP/P*, Chicago, Illinois
60,000 sf interiors for headquarters consolidation and relocation and expansion

General Services Administration (GSA) Federal Bureau of Investigations field Office*, Detroit, Michigan
This was a \$40 million renovation of the P.V. McNamara Federal Building (PVM) in Downtown Detroit. The PVM houses more than 20 Federal agencies in nearly 800,000 sf, including 100,000 sf of FBI space. The work encompasses four projects: A complete building systems upgrade; the delivery of 220,000 SF of office space within the existing facility (tenant re-stack); a dedicated FBI entrance; and an Annex connecting to the main building via bridge that will meet FBI's requirements for vehicle fleet maintenance and secured parking for their government owned vehicles.

Sauer-Danfoss*, Lincolnshire, Illinois
12,000 sf interiors for new executive headquarters, consolidating and relocating international company's North American senior management

Shanghai Accounting Institute*, Shanghai, China
Schematic design for new 500,000 sf, 6-building training center campus, including administrative offices, classrooms, auditoriums, housing and related amenity spaces on campus.

United Airlines Employees' Credit Union*, Chicago, Illinois
55,000 sf new building and interiors for corporate headquarters

Wayne County Headquarters*, Detroit, Michigan
190,000 sf renovation of historic Guardian Building, c. 1929 for Wayne County Corporate offices on 18 floors

World Bank*, Washington, D.C.
The US Department of State will occupy this 400,000SF office building. Services included the planning, design and documentation of the interiors, MEP engineering for the renovation of 600 19th Street, approximately 460,000 rentable square feet. The program includes new office and support spaces, auditorium, fitness center and new consolidated Passport Office for use by the public. The general arrangement of functions and the entry and screening sequence must accommodate the general public as well as State Department employees while conveying a welcoming, straightforward way-finding process, integrated at the beginning of the design process.

Crystal Dippre



Associate

Crystal is the Lead Workplace Strategist for Stantec. Crystal brings 10 years of expertise and has worked with clients to align their business strategies, real estate solutions with the way that their employees are working today. She has leveraged facilities benchmarks, workplace research and programmatic requirements to implement facilities and workplace solutions including workplace strategy, change management, master planning, developing pilot strategies implementation oversight for new ways of working. As leading workplace strategist, Crystal has helped numerous clients improve their facilities performance, optimize utilization, integrate new technologies, resulting successful design and planning solutions.

EDUCATION

Bachelors of Fine Arts in Interior Design, Maryville University, St. Louis, MO

PROJECT EXPERIENCE

Corporate / Office

Grant Thornton: Multiple Locations

Workplace utilization study and observation studies for six different locations across the nation. They helped Grant Thornton's leadership and CRE teams understand how their space is currently being occupied and used throughout the work week. It helped to provide an objective baseline measure of space usage and efficiency as it pertains to each of their locations, business units and work settings. We helped to validate the current perceptions about the extent to which space has been occupied. A development of a preliminary understanding of employee mobility patterns within the building

HCSCH: Chicago, Illinois*

Workplace strategy pilot & Alternate strategy program. Change management of 60,000 SF. Emerging both a workplace pilot and satellite offices workplace strategies and standards to roll out company wide. We recognized that their staff was performing their work differently than they had before by increasing number of meetings in different places, and in general, staff is working more collaboratively. This led us to engage leadership and departments to understand how they work and ways to help them be more productive.

Principal Financial: Des Moines, Iowa*

Alternative Workplace Strategy, Mobility Study, Employee Utilization, Implementation and Change Management at approximately 300,000 SF. The goal was to incorporate and evaluate the benefits of company-wide new ways of working, collaborating and new technologies. Which in turn changed the culture by

evaluation of employee satisfaction, engagement, collaboration and utilization.

KPMG: Multiple Locations*

Workplace Strategy, Implementation and Change Management: Global at 45+ site locations. We assessed new ways of working while simultaneously reducing the real estate footprint and aligning with key elements of their 7 commitments including high performance culture and managing costs. While researching employee functions, space needs, developing a new workplace strategy and space program accordingly, focusing on reducing the number of individual offices and developing a more open plan design.

PUBLICATION + SPEAKING

ENGAGEMENTS

Certification: LaMarsh Change Management (2014)

Certification: Problem Seeking Architectural Programming - by Co- Author Steve Parshall (2007)

Speaking: IFMA Facility Fusion Conference - Generations in the Workplace (2016)

Co-Speaker: Maryville University – Interior Design Studio Programming Class (2007-2011)

SELECT AWARDS

American Institute of Architects – Houston Chapter Architecture over 50,000 SF + Divine Detail Categories

King Abdullah University of Science and Technology Academic Library Thuwal, Saudi Arabia

American Institute of Architects – San Francisco Chapter Energy + Sustainability Citation Award

King Abdullah University of Science and Technology Academic Library Thuwal, Saudi Arabia

International Interior Design Association – Northern California Chapter

Matthew Zupancic



Project Architect

Mr. Zupancic directly supports the team members from the conceptual phase of the project to its completion. He is responsible for maintaining a high level of clear communication between team members and for the coordination and production of feasibility plans and drawings. Mr. Zupancic is the team member with primary responsibility for the production and implementation of a technically accurate set of construction documents. During construction, Mr. Zupancic's focus shifts to communication with the contractor to ensure that the design intent and technical goals are met.

EDUCATION

Bachelor of Science, Architecture, University of Kentucky

PROJECT EXPERIENCE

Education

North Park University - Master Plan: Chicago, Illinois *Since 1995, Stantec has completed all master planning and architecture projects for this institution. The 25-year Master Plan effort included an assessment of existing facilities, an audit of available space, and projections for new academic, recreation, residential and student life space. Campus planning included acquisition of additional properties and public street closings to increase overall acreage and to build a more cohesive campus environment. The master planning process is still in progress today, and was recently updated in November of 2015.*

North Park University – Johnson Center for Science and Community Life: Chicago, Illinois *This new 101,000 square-foot building includes laboratories for biology, chemistry, physics, psychology, and general science. Additional classrooms consist of fixed-seating for thirty-six students and 120-seat tiered lecture halls. A community space supported by a café is centrally-located on the entry level with lounges dispersed throughout the building to encourage student and faculty interaction. The building is LEED Gold certified by the USGBC.*

University of Chicago, International House: Chicago, Illinois *The renovation of the 505-bed, 80-year old International House residence hall updated aging rooms and improved building infrastructure. All work was sensitive to the unique gothic character of the building and following its renovations, International House is a hub of international culture on campus.*

Mixed-Use

Wrigley Office Building - Hickory Street Capital: Chicago, Illinois *Complete architecture and interior design services for new 56,000 SF Chicago Cubs office building.*

Residential

Lake Park Crescent - Mid-Rise: Chicago, Illinois *This new 81-unit eight-story residential building faces a comparable building to the south, across a broad recreation lawn. The building steps down to four stories on its west side, in deference to the vintage 2-story single-family homes on the west side of Lake Park Avenue. The living spaces feature large bay windows that add square footage and afford broad views to the lake and the city. There are three levels of structured parking behind the building, located toward the interior of the site and out of view from the street.*

The overall appearance is intended to support the Master Plan goal of harmonizing with the existing vintage masonry houses of the neighborhood. Unit plans provide comfortable areas for living, dining and sleeping. There are no dwelling units on the ground floor. The prominent entrance is a generous 2-story space with large windows. The ground floor also provides recreation space for the residents. The building's sustainable features include rain gardens, storm water storage and vegetated roofing.

Mark C. DiManno, B.Comm



Business Consultant

Marc is a Business Consultant with Stantec's Buildings group. With three years of experience, Marc has provided consulting services to clients through the development and delivery of business cases, options analysis, market research, capital planning, opportunity assessments, and strategic pursuits.

EDUCATION

Bachelor of Commerce (Entrepreneurship & Innovation), Haskayne School of Business, University of Calgary / Università Bocconi, Calgary / Milan, Alberta / Italy, 2014

MEMBERSHIPS

Associate Member, Urban Land Institute

PROJECT EXPERIENCE

Business Case

Account Management & Development Plans - Internal, Calgary, Alberta (Business Analyst)

Marc was tasked by executive leadership to augment current account management and development plans for all top-level clients.

Account Growth & Development Plans - Internal, Calgary, Alberta (Business Analyst)

Marc has been tasked by executive leadership to evaluate all smaller clients for growth potential and to develop individual strategies for each selected client.

Concept Plan - Confidential Initiative, Calgary, Alberta (Business Analyst)

Marc worked with a team to develop a concept plan for a confidential internal initiative which included conducting detailed market research and analysis, SWOT, and marketing plans.

Confidential Client, Infrastructure Project, Calgary, Alberta (Business Analyst)

Marc developed a business case for submission to Treasury Board, to gain approval for a proposed infrastructure project that meets many government objectives.

Pursuit Strategy - Interdisciplinary Projects, Calgary, Alberta

Marc is working with the Project Delivery Office to develop pursuit strategies for various Request for Proposals and conceptual projects through the collection and analysis of market research and evaluation of primary and secondary data.

Development Project Management

Pursuit Strategy - Interdisciplinary Projects, Calgary, AB (Business Analyst)

Marc is working with the Project Delivery Office to develop a pursuit strategy for Request for Proposals through the collection and analysis of primary and secondary data.

Education

Tender Submission Management - Christine Meikle School, Calgary, Alberta (Business Analyst)

Marc developed an Excel model to analyze and compare tender submissions from subcontractors on the Christine Meikle School.

Financial and Operational Analysis

Calgary Stampede, Ramsay Exchange Offsite Storage Costing Exercise, Calgary, Alberta (Business Analyst)

Marc developed an Excel model to determine low, medium, and high estimates for offsite storage and transportation for items stored at the Ramsay Exchange site in addition to working collaboratively with the team to substantially reduce both transportation and storage costs.

Market Research

Client Capture Plan & Proposal Assistance, Calgary, Alberta (Marketing Intern)

Marc conducted in-depth secondary research for client capture plan to analyze the future of potential oil and gas clients to determine how they would evolve after a complex buy-out of the joint venture partnership by one of the firms. He assisted marketing coordinators to assemble proposals through the collection of market research. Marc assisted with coordination of collecting project and personnel profiles for request for proposal submissions.

Business Consultant

Proposal Assistance, Calgary, Alberta (Marketing Intern)

Marc assisted marketing coordinators to assemble proposals through the collection of market research. Marc assisted with coordination of collecting project and personnel profiles for request for proposal submissions.

Client Capture Plans, Calgary, Alberta (Business Analyst)

Marc conducted in-depth secondary research for client capture plans to analyze the future of potential oil and gas clients to determine how they would evolve after a complex buy-out of the joint venture partnership by one of the firms.

Capital Plan Research, Calgary, Alberta (Business Analyst)

Marc completed detailed research into capital plans for various governmental and post-secondary institutions and developed plans to identify opportunities for our communities, clients, and Stantec.

Flood-Related Projects Pursuit Strategy, Calgary, Alberta (Business Analyst)

Marc conducted detailed research for current and potential flood-related projects pertaining to the 2013 Southern Alberta floods. Marc attended Government of Alberta and other related meetings discussing funding, project, and other crucial information.

Capital Plan Research, Calgary, AB (Business Analyst)

Marc completed capital plan research for various Municipal, Provincial, and Federal governmental entities and post-secondary institutions across Canada.

Education—Post-Secondary

University of Lethbridge - Destination Project, Calgary, Alberta (Business Analyst)

Marc worked on a business case for submission to the Government of Alberta, to gain approval and funding for a proposed leading-edge post-secondary facility that meets many government objectives. The business case was successful in securing \$280M CAD to fund the project.

University of Calgary - MacKimmie Tower Complex, Calgary, Alberta (Business Analyst)

Marc worked on a business case for submission to the Government of Alberta, to gain approval and funding for a proposed redevelopment of the MacKimmie Tower Complex at the University of Calgary.

Project Strategy Services

Oil and Gas Strategic Plan, Stantec Consulting Ltd., Calgary, Alberta (Marketing Intern)

Marc participated in developing the Stantec Oil & Gas Strategic Plan, specifically on short-term market trends in the oil & gas sector. Marc completed extensive research into analyzing the market, economic forecast, and political outlook to identify findings and conclusions.

Market Studies and Reference Guides

BC Ministry of Education, Capital Planning & Project Delivery Manual, Victoria, British Columbia (Business Analyst)

Marc worked closely with the Ministry to develop an updated manual for BC's education institutions for use in their capital planning and project delivery processes. The guide defines steps to obtain approvals and funding from the Ministry for seismic mitigation, expansion, replacement, enhancement, maintenance/rehabilitation, and upgrade/renovation projects.

Transportation

Public Transportation Funding Initiative, Calgary, Alberta (Business Analyst)

Marc is developing a business case for unique and innovative funding and financing initiatives for public transportation infrastructure and transit-oriented development in North America.

Drew M. Leff



Principal

Drew Leff has more than 40 years of broad experience in planning, developing and managing a wide variety of real estate and economic development projects. He effectively bridges the private, institutional and governmental sectors, having worked as a developer for some of the country's largest real estate development companies; for some of the country's leading educational institutions; and for numerous government agencies.

His work has involved the development and expansion of numerous university-related research parks, redevelopment of historic properties, and planning the reuse and disposition of numerous surplus properties and dormant public facilities. He has also consulted with numerous government agencies and institutions in assessing, planning, and advising them on their real estate and economic development needs.

EDUCATION

Bachelor of Arts, University of Chicago, Chicago, Illinois, 1969

Master of Business Administration, University of Chicago, Chicago, Illinois, 1970

MEMBERSHIPS

Member, University Development & Innovation Council, Urban Land Institute

Advisory Board, Boston Preservation Alliance

Advisory Board, Historic Boston Incorporated

Advisor, National Trust for Historic Preservation

PROJECT EXPERIENCE

Real Estate Advisory Services

Commonwealth of Massachusetts, Hurley and Lindemann Buildings Redevelopment Strategy, Boston, Massachusetts

Analyzed building condition and deferred maintenance for 600,000 SF state office and mental health complex and potential for either public or private redevelopment of the buildings and site, as well as options for relocating government uses. Prepared strategy for monetizing land asset and providing better and more economical facilities for state uses.

MassDOT Parcel 13 Disposition and Hynes Station Rehabilitation*, Boston, Massachusetts

Advised on Strategy for developer solicitation that will result in delivery of critical station improvements.

UMass Medical School and Worcester City Campus Corporation - Building Delivery Strategy*, Worcester, Massachusetts

Developed a building delivery strategy and priorities for construction of a new 300,000 SF laboratory facility.

Union Square Development - Potential and Development Implementation Strategy*, Somerville, Massachusetts

Assessed development potential and developed a strategy and action plan to realize private redevelopment of a downtown district.

Division of Capital Asset Management - Surplus Property Disposition & Feasibility Analysis*, Various, Massachusetts

Assisted the Commonwealth of Massachusetts in the successful disposition of a range of properties requiring legislative and community approvals.

City of Springfield - South End Revitalization Plan*, Springfield, Massachusetts

Developed a plan for the city's private redevelopment of the neighborhood and helped secure funding and managed the initial implementation program for city improvements.

MassDevelopment - Economic Development Study*, Various, Massachusetts

Oversaw a team determining the typical cost and impact of abatement of asbestos and lead paint on the redevelopment feasibility of mill buildings throughout Massachusetts.

Broad Institute*, Cambridge, Massachusetts

Assessed options for the best means of addressing the long-term real estate needs of the Broad Institute.

Commonwealth of Massachusetts, Worcester
Deep Dive, Worcester, Massachusetts
Identified surplus properties and determined opportunities for disposition and redevelopment as part of Governor Baker's "Open for Business" initiative

Clarke School for the Deaf*, Northampton, Massachusetts
Helped an educational institution determine the best plan for campus consolidation and improvement that took into account program, cost, and disposition revenue.

Massachusetts College of Pharmacy*, Boston, Massachusetts
Helped to analyze and implement college expansion.

Lesley University Property Evaluation and Acquisition Strategy, 25 Stuart Street**, Cambridge, Massachusetts
Provided strategic evaluation and value assessment for the successful acquisition by Lesley University of a multi-building campus.

Stanford University - Stanford Research Park*, Palo Alto, California
Strategic Plan for continued development of the existing university-related research park and 2.5M SF expansion.

Hebrew College*, Newton, Massachusetts
Negotiated site acquisition for a new campus that also provided for shared facilities and program.

The Trustees of the Reservation - Doyle Estate Master Plan*, Leominster, Massachusetts
Conducted market analysis and created a financial plan for reuse options for a residential estate as part of the Doyle Reservation master plan.

49 Symphony Road Cooperative - Real Estate Strategies*, Boston, Massachusetts
Providing real estate and financial advisory services, helped the 30 owners of a residential cooperative achieve agreement on the sale of their building.

Strategic Capital Planning

Massachusetts State Police - Strategic Facilities Plan and 10-year Implementation Plan*, Various, Massachusetts
Provided strategic direction and a capital investment plan for real estate assets to inform development of the Massachusetts State Police's strategic facilities plan.

Rhode Island School of Design - Portfolio Asset Management*, Providence, Rhode Island
Assessed a portfolio of properties for reuse / redevelopment potential.

Massachusetts Highway Department - Asset Management Plan*, Various (Eastern), Massachusetts
Determined feasibility and development potential of potentially-surplus non-highway property.

Development Project Management

Union Square Station Associates (US2), Somerville, Massachusetts
Assisting in management of the development of a 2.3 Million SF mixed-use development.

Washington Mill Lofts*, Lawrence, Massachusetts
Managed the conversion of an industrial mill building into residential development made possible by a change in zoning and use of historic tax credits.

Forest City Development - University Park at MIT*, Cambridge, Massachusetts (Project Developer)
Managed development for a 2.4 million SF urban research park

Massachusetts Transportation Building*, Boston, Massachusetts (Project Director)
Directed development and programming of a 900,000 SF state office building and retail / restaurant center

Princeton University - Forrestal Center*, Princeton, New Jersey
Assisted in development of a 1600-acre research park

KURT FANSLER, PE
DIVISION MANAGER
MECHANICAL ENGINEER

BIO

As an engineer of mechanical systems for healthcare facilities and education facilities Kurt has been in the engineering industry since 1999. Kurt's responsibilities include system assessments, system design documentation, sizing and layout of source and distribution systems, specifications and site verification. He has provided project management and interfaced with owners, architects, and contractors while overseeing scheduling and tracking team member milestones. To ensure proper designs and controls, Kurt has extensive knowledge of local and national code and standards requirements including AIA and CDC guidelines, as well as joint commission standards. For his designs, Kurt uses AutoCad, Revit and also has experience with Trane's TRACE software.

As a Mechanical Engineer for Dynamix Engineering, Kurt is responsible for mechanical systems design, cost estimating, and specifications. He has efficiently designed boilers, chiller, steam systems, VAV and VRF systems, and is experienced with chilled beam and geothermal designs for energy efficiency. He also has extensive experience with plumbing and fire protection systems design. Kurt's plumbing designs include domestic water, sanitary, storm sewers, medical gas systems, acid waste and kitchen plumbing. His fire protection designs include clean agent protection, sprinklers, fire pumps and standpipe systems.

YEARS OF EXPERIENCE

Dynamix Engineering Ltd.: 2008 - Present
Industry: 1999 - Present

REGISTRATIONS

Professional Engineer: Ohio - 2004
ASHRAE Healthcare Facility Design Professional, 2013

EDUCATION

Youngstown State University, Youngstown, OH
BSME 1999

ACTIVE MEMBERSHIPS

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

PROJECT EXPERIENCE

- City of Columbus
 - Columbus Recs and Parks North Bank Park
 - Columbus Recs and Parks Thompson Tuttle Park and Gillie
 - Columbus Recs and Parks 2012 Facility Renovations to Far East Blackburn and Carriage Place Community Centers
 - Columbus Recs and Parks Westgate Rec Center Facility Renovation
 - Columbus Parks and Recs Glenwood Rec. HVAC Renovation
 - Groves Road Facility
- Department of Youth Services Circleville Renovation
- Ohio Department of Natural Resources
 - Fountain Square Complex Improvements
 - Salt Fork Lodge Renovation





Sara M. Vogelpohl Manager, Asbestos and Hazardous Material Services

www.ttlassoc.com

Education

- Master of Public Health, Indiana University, Muncie, Indiana, 2004
- Bachelor of Science in Biology, Indiana University, 1999
- Associate Environmental Management, Owens Community College, 1997

Registrations/Licenses

- Ohio Asbestos Inspector
- Indiana Lead Inspector, Lead Auditor
- Indiana Asbestos Inspector, Management Planner, Contract Supervisor, Project Designer
- Ohio Lead Based Paint
- Ohio Asbestos and Lead Abatement Inspector, Asbestos and Lead Evaluation, Lead and Asbestos Designer
- Michigan Lead Inspector, Risk Assessor
- Michigan Asbestos Contract Supervisor, Project Management Planner, Project Designer
- Pennsylvania Asbestos Contract Supervisor, Project Designer

Training/Certifications

- 160-hour HAWAII and Retrainer

Affiliations

- American Industrial Hygiene Association, National and Northwest Ohio Branch

Summary of Experience

Ms. Vogelpohl has more than 10 years of experience performing, managing and directing asbestos surveys and abatement projects in school buildings, commercial and retail buildings, and federal, state and local government sites. She has also performed lead based paint inspections in commercial facilities and risk assessments for residential houses.

Relevant Project Experience

NESHAP Asbestos Surveys; Various Clients, Various Locations. NESHAP Asbestos Surveys were conducted at commercial and retail, residential and school buildings throughout Ohio and Michigan. The buildings were evaluated for the presence of asbestos containing materials. Materials present were quantified and sampled. A report of results was prepared for client.

AHERA 6-Month Re-evaluation Asbestos Inspection; U.S. Department of Veterans Affairs Medical Center, Chillicothe, Ohio. TTL Project Manager for the assessment of the condition of identified asbestos-containing materials (ACM) throughout the campus. TTL created and maintained a Microsoft Access database and maps of current locations of identified ACM. Recommendations were given to the VA for the repair of the ACM.

Air Quality Monitoring; Various Clients, Various Locations. Site Supervisor conducted air quality monitoring during asbestos abatement in Ohio and Michigan in schools and commercial and retail buildings. Client was provided with a report of results.

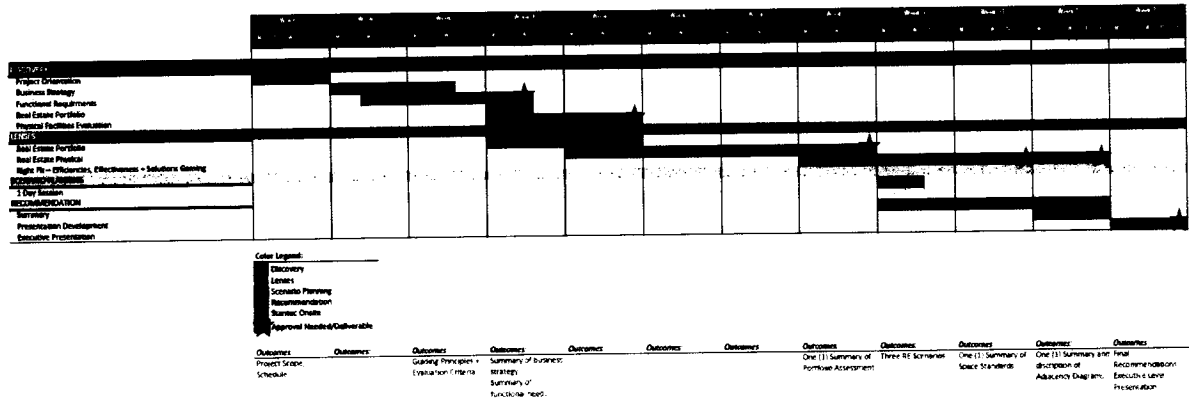
Lead-Based Paint Inspections and Risk Assessments; Various Clients, Various Locations. Project Lead, conducted lead based paint inspections at commercial and apartment buildings. Conducted lead risk assessments at residential houses for two health departments in Ohio. A report of results was prepared for client.

Scope of Service – Vendor's Approach

5. Describe the schedule and timeline for creating a facilities plan and process for finalizing it with LFUCG
 - a. Identify each deliverable to be provided
 - b. Provide in project plan format.

Please refer to the chart below.

Upon award, we will provide more detail and finalize the following proposed schedule in collaboration with LFUCG to meet the target dates of preliminary cost estimates for a DEPQW facilities solution by Dec 31, 2016, and a final report by March 31, 2017.



Scope of Service – Vendor’s Approach

6. Provide an itemized price for developing the facilities plan
 - a. Itemize each deliverable separately.
 - b. Provide a "not to exceed price."

Deliverable	Description	Price
Discovery	Project Orientation and Kick off. Assessments including Business Strategy discussion, Functional Requirements, Real Estate Portfolio review, Facilities on site evaluation	\$ 76,458.28
Lenses	We will filter and view the information that is gathered during the Discovery phase with both a portfolio view and a physical attributes lens, plus our basic understanding of your functional requirements, to be able to make an informed recommendation and business case with these two views key factors in mind.	\$ 38,718.99
Scenario Planning	This will be an interactive workshop with your key stakeholders to explore scenarios. We will discuss the pros and cons of each option in relation to the strategic objectives and cultural aspirations previously identified, so that a preferred option can be identified for detailed design development.	\$ 4,565.79
Recommendations	Based upon findings from all prior steps, we will summarize our understanding of the existing culture, future business directions, desired work practices, areas of potential operational improvements, overlaying these findings to local market conditions and your real estate portfolio expectations. An executive summary presentation will be prepared and presented as a business case for moving forward	\$ 27,912.39
Additional Scope <i>*See highlighted text in Level 1: Baseline Engagement diagram, page 12</i>		\$60,173.63
Travel and living expenses		\$ 10,171.00
Total "not to exceed price."		\$218,000.08

Scope of Service – Vendor's Approach

7. Identify all responsibilities for LFUCG

As stated in the RFP, we understand LFUCG will:

- Designate a primary contact to resolve questions and obtain business decisions
- Accept the facilities plan to signify agreement with the planned approach and deliverables
- Accept the facilities plan deliverables to indicate completion of the scope of work

We recommend that the primary contact be a member of LFUCG's Facilities or Corporate Real Estate team to help with questions, and drive decision-making and approvals. We also anticipate there will be representatives from each of the five business divisions for the charrettes and approval meetings as needed.

We would also like to engage with facility managers or coordinators familiar with the 18 sites if not already included in the above. We expect LFUCG would provide administrative assistance to set up meetings, site visits, etc.

The total number of estimated employees:

- Five (5) Division Leaders
- One (1) Director of Public Works
- Representatives of each working group or staff level to be project champions.

Scope of Service – Vendor’s Approach

8. Identify previous work done for LFUCG

Stantec (formerly FMSM Engineers and ENTRAN) has maintained a Lexington office since 1966. We currently employ 200 professionals in two offices, located within close proximity (<1 mile) of the Government Center; one at 1409 North Forbes Road and the other at 400 East Vine Street. Like LFUCG, Stantec strives to maximize the use of our assets, and we are therefore consolidating our two offices into a new building at 3052 Beaumont Center Circle, effective October 10th, 2016.

Services we have offered to LFUCG have included:

- Geotechnical
- Stormwater (design, analysis, hydrologic & hydraulic modeling, planning)
- Wastewater (design, analysis, hydraulic modeling, planning, program management)
- Transportation (design and planning)

Ongoing projects for LFUCG include:

- **Capacity Assurance Program (CAP) Manager.** We are in the last year of a 5-year contract to implement their CAP. Essentially, all land development in Lexington is reviewed by Stantec to verify that there is adequate wastewater capacity to accommodate the proposed development. Joe Herman is the Stantec Project Manager.
- **Beaumont Traffic Study.** This is a traffic study in an area where traffic has grown rapidly and congestion has become problematic. Tom Creasey is the Stantec Project Manager.
- **Hawthorne Drive Stormwater Improvements.** Local drainage project to analyze residential flooding and design improvements to the storm sewer to mitigate. Joe Herman is the Stantec Project Manager.
- **We have four (4) active Master Agreement Contracts with LFUCG.** They are: Category 1 (Wet Weather Storage Tanks), Contract 2 (Dig and Replace Pipelines), Contract 3 (Stormwater Design), and Contract 4 (Sanitary Sewer Rehabilitation). Joe Herman is the Stantec Project Manager.

We are excited about the opportunity to bring full architecture, interior design and workplace strategy services to LFUCG.



Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

a. Company name, headquarters address, and local responsible office
Stantec

Headquarters:

Edmonton (Stantec Centre) AB
10160-112 Street
Edmonton AB T5K 2L6
Ph: (780) 917-7000
Fx: (780) 917-7330

Local responsible office:

1409 North Forbes Road
Lexington KY 40511-2024
Ph: (859) 422-3000
Fx: (859) 422-3100

b. Location(s) of Key Project and Support staff

Our proposed team for LFUCG will be led by Mark Willis in our Lexington, KY office, supported by leadership in Pittsburgh, PA and specialists in Facilities Planning and Workplace in Chicago, IL.

c. Number of years in business
62 years.

d. Number of years active in the development of facilities plans
Stantec Architecture has delivered Facilities Planning and Operations services since 2000.

e. List of clients, with contact information, for whom you have provided facilities plans

Sacramento Municipal Utility District

Mike Wirsch, Manager, General Services
(916) 732-6754
mwirsch@smud.org

Grant Thornton, LLP

Paul Abrahamson, Director-Workplace Services
(312) 602-8058
Paul.abrahamson@us.gt.com

BMO Harris Bank NA

Kory M. Fox, National Director Design and Construction
(312) 461-4054
Kory.fox@harrisbank.com

CISCO Systems

Don Bird, Workplace Manager, Cisco Systems
Boxborough
(978)936-8717
dbird@cisco.com

IBM

Todd Blain, Program Manager
(404) 238-5827
tblain@us.ibm.com

The City of Calgary

Lam Huynh
(403) 268-3730
Huynh@calgary.ca

f. Annual revenue
2015: \$2.24 Billion

g. Business structure (e.g., C-Corp, S-Corp, LLC)
C-Corporation

h. Ownership (if publicly traded, include exchange and symbol)
Stantec is a publicly owned company, trading on the NYSE and TSX under the symbol STN.

i. Total number of employees
22,000

j. List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
We have brought in two MBE/Veteran-owned firms to join our team:

Kurt Fansler, Dynamix
Sara Vogelpohl, Total Testing Labs

k. Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.
There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment. Perhaps of greater comfort to our clients is the fact that Stantec seeks to deal with client concerns and claims promptly and fairly through its Risk Management group. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.

Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

a. Company name, headquarters address, and local responsible office
Dynamix Engineering Ltd

Headquarters:

855 Grandview Ave. 3rd Floor
Ph: (614) 443-1178
Fx: (614) 443-1594

Local responsible office:

855 Grandview Ave. 3rd Floor
Ph: (614) 443-1178
Fx: (614) 443-1594

b. Location(s) of Key Project and Support staff
Our proposed team for LFUCG will be led by Kurt Fansler in our Columbus, Ohio office.

c. Number of years in business
19 years.

d. Number of years active in the development of facilities plans
Dynamix Engineering Ltd. has delivered Facilities Planning and Operations services since 1997.

e. List of clients, with contact information, for whom you have provided facilities plans

Ross County Commissioners

Brad Cosenza
County Administrator
740-702-3085
bradcosenza@rosscountyohio.gov

Central State University

Milt Thompson
937-376-6664
mthompson@centralstate.edu

Grandview Heights Public Library

Rebecca Felkner
614-486-2954
rfelkner@ghpl.org

City of Columbus

John Hanson
614-645-4822
JJHanson@columbus.gov

City of Columbus, Division of Water

Miriam Siegfried, PE
614-645-7100
MCSiegfried@columbus.gov

f. Annual revenue
2015: \$11.7 Million

g. Business structure (e.g., C-Corp, S-Corp, LLC)
LLC

h. Ownership (if publicly traded, include exchange and symbol)
Dynamix Engineering Ltd. is a privately owned firm.

i. Total number of employees
66

j. List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
N/A

k. Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.
There are no unsatisfied judgments or arbitration awards outstanding against Dynamix Engineering Ltd.

Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

a. Company name, headquarters address, and local responsible office
TTL Associates, Inc.

Headquarters:

1915 North 12th Street
Toledo, Ohio 43604
Ph: (419) 324-2222
Fx: (419) 241-1808

Local responsible office:

1915 North 12th Street
Toledo, Ohio 43604
Ph: (419) 324-2222
Fx: (419) 241-1808

b. Location(s) of Key Project and Support staff

Our proposed team for LFUCG will be led by Sara Vogelpohl in our Toledo, Ohio office, supported by specialists in the Toledo, Ohio office.

c. Number of years in business
89 years.

d. Number of years active in the development of facilities plans
TTL Associates has conducted asbestos surveys for over 20 years and Property Condition Assessments for approximately 15 years.

e. List of clients, with contact information, for whom you have provided facilities plans
Below are companies we have conducted various environmental services, including asbestos surveys and/or property condition assessments:

City of Toledo (Environmental Surveys, Asbestos Surveys)

Marc Gerdeman, Brownfields Manager
(419) 936-3771
marc.gerdeman@toledo.oh.gov

Zaremba Group, LLC (Environmental Surveys, Asbestos Surveys)

Mary Ann Wervey, VP of Retail Development
(216) 226-2140
mwervey@zarembagroup.com

Amzak Capital Management (Environmental Surveys, Property Condition Assessments)

Joseph Vidmar, Operating Partner/ Project Manager
(561) 953-4164, ext. 223
jvidmar@amzak.com

Advanced Industrial Services (Asbestos and Lead Services)

Brad Viers, Branch Manager
(419) 661-8522
bviers@advancedindustrialservices.com

f. Annual revenue
2015: \$12.8 Million

g. Business structure (e.g., C-Corp, S-Corp, LLC)
C-Corporation

h. Ownership (if publicly traded, include exchange and symbol)
TTL Associates, Inc. is a privately held company.

i. Total number of employees
100

j. List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).

It is anticipated all project personnel will be employees of TTL Associates, Inc.

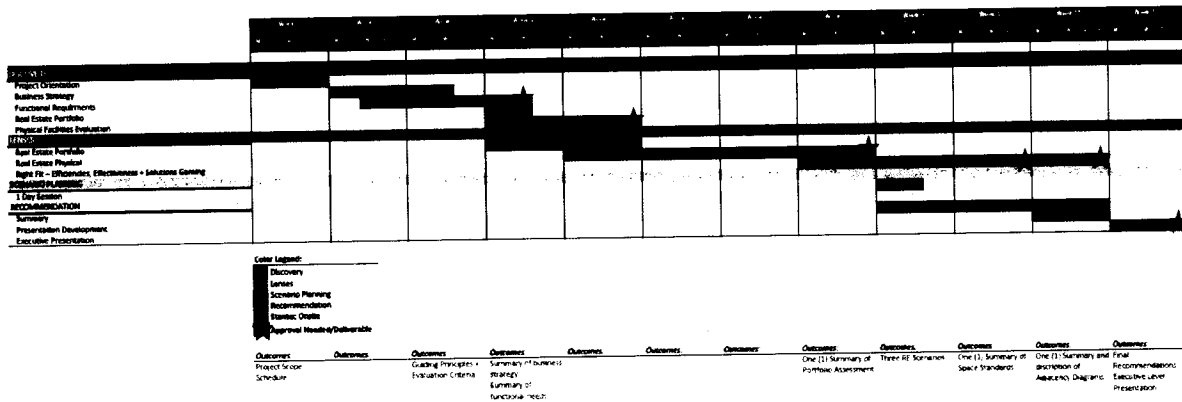
k. Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

There are no unsatisfied judgments or arbitration awards outstanding against TTL Associates, Inc.

Plans, Schedule & Deliverables

Vendors will identify and provide the major tasks and associated timelines and deliverables required for their proposed approach. The vendor must also clearly specify the estimated duration of the entire process. Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all LFUCG tasks, resources or deliverables. Key task dependencies should also be identified.

Upon award, we will provide more detail and finalize the following proposed schedule in collaboration with LFUCG to meet the target dates of preliminary cost estimates for a DEPQW facilities solution by Dec 31, 2016, and a final report by March 31, 2017.



Assumptions and Constraints

Insert assumptions & constraints here.

Assumptions

- The LFUCG management team would provide the Stantec team with an organizational chart and a list of employees within the DEQPW and by division showing which building they currently reside within.
- The LFUCG management team would provide a copy of the current Capital Plan to the Stantec team for our use.
- Existing building conditions: LFUCG will share with the Stantec team information regarding condition assessments performed by others for any and all of the eighteen buildings currently housing LFUCG functions. These assessments would include structural or MEP/FP and IT assessment activities.
- We are assuming that access can be provided to the eighteen buildings during assessment activities.
- The Stantec building assessment would address building conditions and would not include at this time a cataloguing of furniture, fixtures and equipment for reuse and reallocation. Those services would be offered in a subsequent phase of development.

Constraints

Stantec staff has made commitments that preclude our full team from attending an interview with LFUCG on September 22nd. To allow us to keep this prior commitment and travel to the interview, Stantec requests that should we be shortlisted for interview that we be assigned the time slot that is the afternoon of September 23rd. We have already confirmed that our full team can attend this time and day. Thank you for allowing this consideration to us!

Pricing Matrix

For this fixed price proposal, please provide the price for services as set forth in the Plan and Schedule. Itemize each deliverable separately. Prices should be stated in U.S. dollars.

Deliverable	Description	Price
Discovery	Project Orientation and Kick off. Assessments including Business Strategy discussion, Functional Requirements, Real Estate Portfolio review, Facilities on site evaluation	\$ 76,458.28
Lenses	We will filter and view the information that is gathered during the Discovery phase with both a portfolio view and a physical attributes lens, plus our basic understanding of your functional requirements, to be able to make an informed recommendation and business case with these two views key factors in mind.	\$ 38,718.99
Scenario Planning	This will be an interactive workshop with your key stakeholders to explore scenarios. We will discuss the pros and cons of each option in relation to the strategic objectives and cultural aspirations previously identified, so that a preferred option can be identified for detailed design development.	\$ 4,565.79
Recommendations	Based upon findings from all prior steps, we will summarize our understanding of the existing culture, future business directions, desired work practices, areas of potential operational improvements, overlaying these findings to local market conditions and your real estate portfolio expectations. An executive summary presentation will be prepared and presented as a business case for moving forward	\$ 27,912.39
Travel and living expenses		\$ 10,171.00
Hourly rate and total hours proposed for each resource that will assist with the development of the facilities plan		
Project Executive	16	\$ 256.04
Principal In Charge	24	\$ 301.92
Project Manager	92	\$ 220.52
Workplace Strategist 1	146	\$ 343.36
Workplace Strategist 2	106	\$ 244.20
ID2	52	\$ 148.00
Architect 1	50	\$ 185.00
Architect 2	40	\$ 220.52
Business Consultant	0	No cost to LFUCG
RE Consultant	46	\$ 340.40
Total STANTEC Price (includes \$10,171 Travel and Living Expenses)	572*	\$ 137,309.04
MBE/WBE (10%)		\$ 15,782.65
VOSB (3%)		\$ 4,734.79
Facility Plan Development		\$ 157,826.48
4-week extension (additional scope)		\$ 60,173.63
Total Price (all inclusive for developing a facility plan)		\$ 218,000.08
Number and description of Full Time Lexington-Fayette Urban County Government Employees required to assist with developing a facilities plan	Facilities or Corporate Real Estate Team - to help in questions, decision making and approvals	Total Estimated Employees: 5 divisions, (1) leader and then representatives of each working group or staff level
Estimates in hours, by role for the time of Full Time Lexington-Fayette Urban County Government Employees required to assist with developing a facilities plan	Director of Corporate Real Estate (or similar), Heads and or Manager so the 5 Divisions of business and possible Facility Managers for the 18 sites and Coordinators (or similar) and Administrative Assistant (or similar)	Total Estimated Hours: Director (or similar) = 20 Leaders = 20 Facility Managers = 40 Coordinators (or similar) = 40 Admin (or similar) = 20

*includes hours for 4 week extension (additional scope)

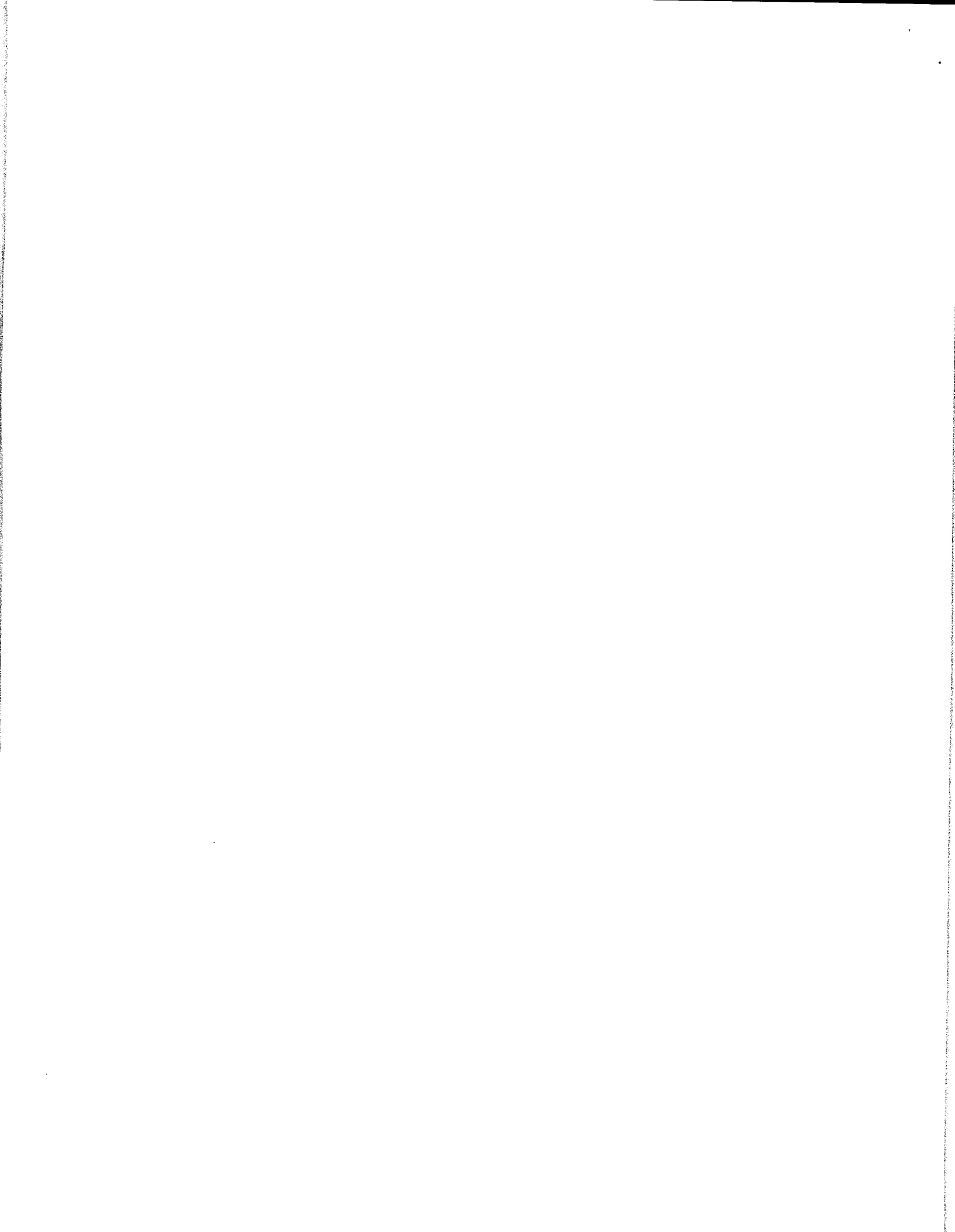


Exhibit C

Rates

Team Member Role on Project	Level of effort required/hours	Hourly rate
George Halkias, Project Executive	16	256.04
Mark Willis, Project Principal	24	301.92
Frank Pettinati, Project Manager	92	220.52
Crystal Dippre, Workplace Strategy	106	224.20
Angie Lee, Workplace Strategy	146	343.36
Matthew Zupancic, Building Conditions & Operations	140	220.52
Kurt Fansler, Dynamix, Building Conditions (MBE)	Fixed fee	
Sara Vogelpohl, TTL, Asbestos Surveys (Veteran-Owned)	Fixed fee	
Marc DiManno, Financial Analyst	No cost to LFUCG	
Drew Leff, Real Estate Analyst	46	340.40