

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and EA Partners, PLC with offices located at 3111 Wall Street, Lexington, KY 40513 (**CONSULTANT**). **OWNER** intends to proceed with the Pedestrian, Bike or Multimodal Train Design as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 5, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and/or sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 5, RFP# 13-2014" (including Addenda 1-3), and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP# 13-

2014), and amendments to the CONSULTANT'S proposal included in attached Exhibit C "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4.** The **CONSULTANT** shall submit three (3) copies (hard copies) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall deliver five (5) copies (hard copies). One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hard copies) are required in addition to an electronic copy.
- 1.2.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made or approvals necessary by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit C "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Project Assignment shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT

5.1.1. For Basic Services

OWNER shall issue individual Project Assignments for each work assignment performed under this agreement by **CONSULTANT** or its sub-consultant(s). Each Project Assignment shall contain scope of work, fee and schedule for performance of the work. Individual Project Assignments shall be of the form included in Exhibit C.

- 5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each Project Assignment. For assignments with defined scope, lump sum assignments shall be issued. Otherwise Project Assignments shall include time and materials payment terms.

5.1.1.c Each Project Assignment issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1 shall be the only person authorized to provide such approval.

5.2. Times of Payment

5.2.1. CONSULTANT shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be

construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the

CONSULTANT; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

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

6.9.4. Insurance Requirements

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. A copy of the certificates shall be submitted to **OWNER** and attached as Exhibit "D" to this Agreement.
- b. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by **OWNER**.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability

Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

- f. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- h. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

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

6.9.6 Definition of Default

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned A. Bradley Frazier, P.E., Director of the Division of Engineering (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his

designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS
RFP# 13- 2014**



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-2014 Request for Qualifications for Professional Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 21, 2014**.

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 #13-2014 Request for Qualifications for Professional Engineering Services

If mailed, the envelope must be addressed to:

Theresa Maynard – Buyer Senior
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.

PRE-PROPOSAL MEETING AND QUESTIONS: A non-mandatory **pre-proposal meeting** to be held on **Monday, March 10th at 10:00 AM** local time at the Phoenix Building, 101 E Vine Street, 4th Floor, Engineering Conference Room, Lexington, Kentucky 40507. Until this date, questions about the project may be submitted to the LFUCG Economic Engine website. **Deadline for questions after the Pre-proposal meeting shall be Tuesday, February 12th, 2014 at 2:00 PM local time.** Following the pre-proposal meeting, all questions from the meeting, as well as those received via the website, will be answered and posted on Economic Engine. NO questions will be entertained or responded to verbally.

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

- 1. Overall Expertise of the Firm.** (15 points total)
Include at least 3 similar projects
- 2. Overall Expertise of the Team members.** (25 points total)
Include at least 2 similar projects in the last 5 years
- 3. Past Performance in the service category.** (25 points total)
Based on work for LFUCG and/or referenced clients.
- 4. Project Manager Qualifications.** (15 points total)
Include at least 3 similar projects in the last 5 years
- 5. Office status and location of employees.** (20 points total)
5.0 points - Prime has Fayette Co. HQ:
4.5 points - Prime has "local" HQ:
4.0 points - Prime has non-local Kentucky HQ:
3.5 points - Prime has non-local KY office:
1.0 to 3.0 points - Prime has no Kentucky office (consider distance):

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

Questions regarding this RFP shall be addressed to:

Theresa Maynard, Buyer Senior
Division of Central Purchasing
theresam@lexingtonky.gov

or submitted to the website at <https://lfucg.economicengine.com>

The Deadline for Questions is Thursday, March 12th, 2014 at 2:00 pm local time.

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 _____, 2013.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		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: _____
Name & Title

**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:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@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) and Disadvantaged (DBE) Business Enterprises 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.**

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 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) 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.
- j. 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.

- k. 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

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@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

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	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@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	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycyky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@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	lavozecky@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

(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

Date

Company Representative

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 MWBE 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**

RFP #13-2014 Request for Qualifications for Professional Engineering Services

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 **INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- 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 OWNER.

- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. 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, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- h. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- i. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

5.0 SAFETY AND LOSS CONTROL

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records

and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

6.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

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Request for Qualifications (RFQ) for Professional Engineering Services

1. Background

Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for professional engineering services, including design, bidding assistance and construction administration for infrastructure improvements. This RFQ shall serve as the initial step in solicitations for specific projects. Pre-qualifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' Pre-qualifications does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms**. Selected consultants will be pre-qualified in six (8) separate categories of projects under separate contracts, and the possible numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Roadway corridor and intersection design/planning – **maximum number of firms 6**
- Contract 2 - Right-Of-Way or easement acquisition – **maximum numbers of firms 4**
- Contract 3 - Construction drawings review for DOE manual compliance – **maximum number of firms 4**
- Contract 4 - Structures or bridge design – **maximum number of firms 6**
- Contract 5 - Pedestrian, bike, or multimodal trail design/planning – **maximum number of firms 6**
- Contract 6 - Traffic signal design – **maximum number of firms 4**
- Contract 7 - Geotechnical testing, analysis and design (subgrade improvements, foundations, pavement design or rehabilitation, etc.) – **maximum number of firms 4**
- Contract 8- Construction inspection – **maximum number of firms 4**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above shall be solicited in a separate procurement.

The Urban County Government reserves the right to re-solicit qualifications after each prequalified firm has had the opportunity to submit fees for at least one project. However, if a firm that submitted Pre-qualifications in response to this solicitation experiences a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in written addenda.

2. Contract Type and Contracting Process

Each prequalified firm shall be awarded with an indefinite service delivery contract. Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in an approved Project Assignment. Only the approval of a project-specific Project Assignment shall constitute a notice to proceed on specific projects.

The intent of this procurement process is to assign projects to contracted firms on a rotational basis. LFUCG will rank proposers and select all qualified consultants in each project category for design work for a 365 day period beginning from contract execution date. LFUCG will have the option to renew the indefinite delivery contracts on an annual basis, at its sole discretion. LFUCG will also reserve the option to add additional qualified firms using another, identical RFQ process.

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of Division of Engineering (DOE) contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent DOE work have been ranked from highest value of DOE contracts to the lowest value of DOE contracts over the last 24 months. The remaining firms that have not been awarded any DOE contracts over the last 24 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one team on the list.

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written Project Assignment, If DOE and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DOE will then initiate negotiation with the third firm. If that negotiation fails, DOE will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, but were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

As each firm is issued a Project Assignment for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of Project Assignments, and adherence to project budget and schedule. Written performance evaluations shall be kept on file with copies provided to the consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Project Assignments based on performance.

3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, storm, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. All work shall be conducted in accordance with the LFUCG DOE Manuals, to the best extent practical. Services during design may include:

- Review of DOE/LFUCG supplied or referenced information related to the project.
- Preparation of and adherence to a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying will provide the latest photographic mapping and digital information that is available for the project assignment).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DOE/LFUCG. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Kentucky Department of Highways (KDOH), LFUCG, Federal Emergency Management Agency (FEMA), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DOE/Division of Traffic Engineering (DOTE)/LFUCG standards. (NOTE: DOE/DOTE may provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
- Preparation of Engineer's pre-bid Opinion of Project Costs.
 - Design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding, including but not limited to the following, may or may not be included in an approved project assignment:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award
- Enter quantities into Unit Price Contract spreadsheet and solicit the UPC contractors

Services during Construction, including but not limited to the following, may or may not be included in the Scope of Services for specific task orders:

- Contract administration
- Review and approval of shop drawings
- Responses to contractor requests for information (RFIs)
- Review and approval of pay requests and change order requests
- Preparation of Record Drawings/as-builts in hard copy and electronic formats, as directed by the DOE.
- Provide Global Positioning Systems (GPS) coordinates for all constructed features in accordance with LFUCG standards
- Final Inspection and preparation of punchlist
- Project start-up and preparation of operations and maintenance manuals (pump stations)
- Project Certification
- Meetings – consultant will be responsible for agenda and preparation of meeting summary
 - Preconstruction
 - Monthly progress meetings
 - Project closeout meeting
- Resident Observation – full-time, on-site, including preparation of record drawings
- Provide as-built drawings

4. Submittals

Each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) for each project category. Statements of Qualification shall be structured as follows:

Section

1. Letter of Transmittal (**one page maximum**)
 - Clearly specify the project category(ies) for which Pre-qualifications are being requested.
2. Firm Qualifications (**two pages maximum**)
 - Provide an executive summary explaining why the firm should be selected to provide services for DOE projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (**six pages maximum**)
 - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as

required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products.

4. List of Clients for Which Similar Work has Been Performed (**one page maximum**)
 - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. List of Similar Projects Within the Desired Category (**two pages maximum**)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
6. Local Office (**one page maximum**)
 - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). “Local office” shall be defined as being located in counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).

5. Disadvantaged Business Enterprise (DBE) Notice

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3323

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their Pre-qualifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives in each Task Order they are awarded.

6. Selection Criteria (Attachment 2)

Firms will be individually ranked for each category included in their proposals. The following criteria will be used by the evaluation committee to rank prospective firms:

Overall expertise of the firm in service category ⁽¹⁾	15 points
Overall expertise of the Team members in service category ⁽¹⁾	25 points
Past performance in the service category ⁽²⁾	25 points
Project Manager Qualifications ⁽³⁾	15 points
Office status and location of employees ⁽⁴⁾	20 points
TOTAL:	100 points

Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as "acceptable". Individual Project Team members should demonstrate significant experience in at least two similar projects in the last five years to be rated as "acceptable".
2. Past performance on infrastructure projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as "acceptable". Proposals should clearly present all information regarding all firms submitting as a "team". If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters				
Local Office				
PM Location				
SubConsultants				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

Consultant Name:		Weighted Factor Multiplier (A)	Total Points Possible (B)	Weighted Score (A x B)
Project Category:		Notes	Score (1-5)	
Selection Criteria				
Overall expertise of the firm	Acceptable: at least 3 similar projects:		15	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years:		25	
Past performance in the service category	Based on work for LFUCG and/or reference clients:		25	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years:		15	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ:			
	4.5 - Prime has "local" HQ:			
	4.0 - Prime has non-local Kentucky HQ:			
	3.5 - Prime has non-local KY office:			
	1.0 to 3.0 - Prime has no Kentucky office (consider distance):			
Final Technical Score			100	

Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

- Affidavit _____
- Affirmative Action Plan _____
- EEO Agreement _____
- Workforce Analysis _____
- Insurance _____

Comments:

Description	Adjective	Numeric Rating	Weighted Factor Multiplier (A)
FAILS TO MEET MINIMUM REQUIREMENTS; MAJOR DEFICIENCIES WHICH ARE NOT CORRECTABLE	Unacceptable	1	0.2
FAILS TO MEET REQUIREMENTS, SIGNIFICANT DEFICIENCIES THAT MAY BE CORRECTABLE	Poor	2	0.4
MEETS REQUIREMENTS; ONLY MINOR DEFICIENCIES WHICH CAN BE CLARIFIED	Acceptable	3	0.6
MEETS REQUIREMENTS AND EXCEEDS SOME REQUIREMENTS; NO DEFICIENCIES	Good	4	0.8
EXCEEDS MOST, IF NOT ALL REQUIREMENTS; NO DEFICIENCIES	Excellent	5	1.0



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: #**13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for
Professional Engineering Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Paragraph two on page one should read as follows and agree with the date on the website:

"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 **March 26, 2014.**"

Paragraph one on page two should read as follows:

Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12th, 2014 at 2:00 PM local time.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: #**14-2014**

Date: March 7, 2014

Subject: **Request for Qualifications--
Supplemental Legal Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

LFUCG's Department of Law is seeking qualified law firms and attorneys to perform a variety of different legal work and has issued a Request for Qualifications. If you are interested in being considered, please submit a formal response to RFP No. 14-2014 by no later than 2 p.m., Friday March 28, 2013.

All interested parties should respond regardless of whether they currently perform services for LFUCG.

Please direct all inquiries to Theresa Maynard with LFUCG's Division of Purchasing at 258-3320.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: #**13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for
Professional Engineering Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.

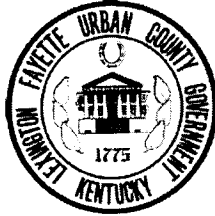
Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: #**13-2014**

Date: March 17, 2014

Subject: **Request for Qualifications for Professional Engineering Services**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- Sign in sheets from March 10th, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

SIGN-IN SHEET

RFP #13-2014 Request for Qualifications for Professional Engineering Services
 March 10th, 10:00 am 101 E Vine St, Lexington KY 40507

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG – Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Astin	strand	225-8500	Mark.Astin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSE, LLC	233-2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul WARSEN	THELEN ASSOCIATES	226-0761	PIARSEN@thelensoc.com
Laura Mize	Lockner	224-4476	LMize@hwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9223	g.isaacs@palmer.net.com
Kevin Damron	Palmer	859.537.6677	kdamron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	MMERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-0732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavulich	BFMJ Structural Eng	859-278-5050	n.pavulich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Ainslie	L.F. Gregg	859-252-7558	jainslie@legregg.com
WALTER BOWMAN	W. Bowman Assoc.	8546190129	walthowman@twe.com

Questions for RFP #13-2014

Is it possible to expand somewhat on what each contract will entail. For example, contract 2 could be construed to merely entail negotiation and acquisition of properties which would not require professional engineering services. It could also be construed to require Professional surveying services. Please expand if possible.

ANSWER: At this point, the Contract descriptions must be general and fairly broad. But as an individual project is brought forward, a more detailed scope of required services will be developed for that project.

Is the proposal to be submitted as a single proposal or individual proposals for each contract?

ANSWER: The responses shall be a single proposal with a section for each Contract being responded to by the vendor, and clearly titled as a response to the Contract number, 1 through 8. Vendors may respond to one, some, or all Contract 1 through 8.

A listing acknowledging which of the Contract numbers the vendor's response contains shall be listed in the Table of Contents of the Vendor's Response.

If the SOQ is to be submitted as a single SOQ, should submit resumes in one tab/section for all the SOQ's or submit resumes for each individual Contract with the section covering that Contract.

ANSWER: If the vendor response contains sections for more than one of the Contracts number 1 through 8, they need to only include one set of resumes. The response for each individual Contract shall contain an organizational chart showing the individuals involved in that particular Contract response, and whose resume is included in the resume section of the total Response.

During the pre-proposal meeting, it was mentioned that regardless of the number of contracts you were requesting prequalification on, one document was to be submitted for all. Section 4 (page 4) of the RFQ states that each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Are we to submit 1 document (with 1 master hardcopy, 7 duplicates and 1 electronic version) including information on all contracts prequalification is being requested on or are we to submit individual documents (with 1 master hardcopy, 7 duplicates and 1 electronic version) for each contract we are requesting prequalification on?

ANSWER: ONE document with sections for each contract you are responding to, with them listed in the Table of Contents. (see above)

If 1 document is to be submitted for all contracts prequalification is being requested on, are the page limits for contract specific information then multiplied by the number of contracts? For example, if we plan on submitting on 3 contracts, are we then allowed 3 pages for list of clients for which similar work has been performed in order to discuss 3 contracts or is it still a limit of 1 page? Does the same apply for qualifications for the specific type of contract, project team and list of similar projects?

ANSWER: It is still a limit of 1 page per contract response, and the same applies for qualifications, you may list the team on each section you're responding to, but you only need to submit the resumes once. (see above)

-
1. What forms are actually required for this qualifications package? Specifically:
 - a. If our firm meets the DBE goal with our subconsultant partner(s), are we still required to fill out the Good Faith Efforts form?
 - b. Are the MWDBE substitution, MWDBE quote summary form, or subcontractor monthly payment report needed for this proposal or are they documents that would be used once under contract/letter agreement? Please confirm whether these forms should be included with our qualifications package.

ANSWER: If the vendor meets the goals for the project, firms are still required to return the Good Faith Efforts form and check all the things they did to find MWBEs for the job. The Quote Summary Form is part of the documentation needed if the vendor does not meet the goals for the project. It is not a required form for submittals. The Substitution Form and the Monthly Payment Report are documents that will be used by the company selected to work on the project.

2. Do the one-page resumes count against the 6-page count in section 3 Project Team? May we include these resumes as an appendix?

ANSWER: If the organizational chart varies between Contracts, provide individual charts with each Contract section. The Project Team Section (No. 3) should be held to 6 pages maximum.

3. Please confirm how many copies are needed. Page 35 of the RFP PDF says "six (8)" (contradicts), while RFP PDF page 37 indicates a total resulting in 8.

ANSWER: Re: Page 35: There are a total of EIGHT contracts being solicited in this RFQ.

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

4. Is there a maximum letter agreement/assignment amount for projects released under this contract? In other words, is it possible that LFUCG will need to advertise some projects separately from these contracts that exceed a certain dollar amount?

ANSWER: No fee cap has been set for total project assignments to any single consultant, nor has a project dollar limit been set. However, we anticipate that projects of considerable size which will utilize federal funding will need to have separate, individual RFQ's. At the other extreme, in the case of a very small project with an anticipated small consulting fee (for instance say less than \$20,000), LFUCG reserves the right to simply offer the work to the firm at the top of the list rather than ask three firms to expend inordinate resources in working up bids.

EXHIBIT B

CERTIFICATE OF INSURANCE

TEAM

No TEAM is complete without EA



Lexington Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: #13-2014

Date: March 17, 2014

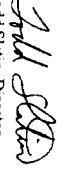
Subject: **Request for Qualifications for
Professional Engineering Services**

Please address inquiries to
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- Sign in sheets from March 10th, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached


Todd Stalm, Director
Division of Central Purchasing

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

COMPANY: EA Partners, PLC

ADDRESS: 3111 Wall Street, Lexington, KY 40513

SIGNATURE OF PROPOSER:



200 East Main Street • Lexington, KY 40507 • 859-425-2255 • www.lexingtonky.gov
HORSE CAPITAL OF THE WORLD

EA Partners, PLLC



Lexington Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jan Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: #13-2014

Date: March 3, 2014

Subject: Request for Qualifications for Professional Engineering Services

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Paragraph two on page one should read as follows and agree with the date on the website:

"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 March 26, 2014."

Paragraph one on page two should read as follows:

Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12, 2014 at 2:00 PM local time.

Todd Stain
Todd Stain, Director
Division of Central Purchasing

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

COMPANY: EA Partners, PLC

ADDRESS: 3111 Wall Street, Lexington, KY 40513

SIGNATURE OF PROPOSER:

200 East Main Street • Lexington, KY 40507 • (859) 425-2255 • www.lexingtonky.gov
HORSE CAPITAL OF THE WORLD



Lexington Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jan Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: #13-2014

Date: March 7, 2014

Subject: Request for Qualifications for Professional Engineering Services

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.

Todd Stain
Todd Stain, Director
Division of Central Purchasing

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

COMPANY: EA Partners, PLC

ADDRESS: 3111 Wall Street, Lexington, KY 40513

SIGNATURE OF PROPOSER:

200 East Main Street • Lexington, KY 40507 • (859) 425-2255 • www.lexingtonky.gov
HORSE CAPITAL OF THE WORLD

EA Partners, PLLC

GENERAL PROVISIONS

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature _____

Date March 26, 2014

S4 Partners, PLLC

GENERAL PROVISIONS

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.
 - A. Termination for Cause
 - (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
 - (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
 - (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.
 - B. At Will Termination

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

E4 Partner, PLLC

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.

EA Partners, PLLC

LFUCG MBE/WBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #13-2014

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineering Harsha Wijesiri 1716 Sharkey Way, Suite 200 Lexington, KY 40511 859-368-0145	Design and/or Surveying		5% 5—10%
2. Magna Engineering T. Michelle Howlett 861 Corporate Drive Lexington, Kentucky 40503 859-309-2990	Electrical/Mechanical		0—5%
3.			

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

EA Partners, PLC
 Company

Thomas W. Hatfield
 Company Representative

March 26, 2014
 Date

Partner
 Title

EA Partners, PLLC

AFFIRMATIVE ACTION PLAN

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

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

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

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

Compliance with Sex Discrimination Guidelines

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

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

EA Partners, PLLC

WORKFORCE ANALYSIS FORM

Name of Organization : EA Partners, PLC Project Team

Date: 3 / 26 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1
Professionals	21	19	1					1		20	1
Superintendents											
Supervisors	3	3								3	
Foremen											
Technicians	7	6	1							7	
Protective Service											
Para-Professionals											
Office/Clerical	4		4								4
Skilled Craft											
Service/Maintenance											
Total:	36	28	7					1		30	6

Prepared by: Thomas W. Hatfield, Partner

Name & Title

EA Partners, PLLC

AFFIRMATIVE ACTION PLAN

Equal Employment Opportunity (EEO) Policy Statement

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

Equal Employment Opportunity Implementation

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

Dissemination of Equal Opportunity Employment Policy

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

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

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

Job Policies and Practices

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

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

EA Partners, PLLC

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

Signature _____

EA Partners, PLC
Name of Business

EA Partners, PLC

AFFIDAVIT

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

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

Further, Affiant sayeth naught:

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by **Thomas W. Hatfield** on this the 26th day of March, 2014

My Commission expires: December 2, 2017

NOTARY PUBLIC, STATE AT LARGE

EA Partners, PLLC

**STATEMENT OF QUALIFICATION
SUBMITTED BY:**

Firm: EA Partners, PLC

Address: 3111 Wall Street

Lexington, Kentucky 40513

By: Thomas W. Hatfield

Title: Partner

E-Mail Address: thatfield@capartners.com

Telephone: 859-296-9889

Fax: 859-296-9887

Date: March 26, 2014

EA Partners, PLLC

EA Partners, PLC is aware and understands the goals of the Lexington-Fayette Urban County Government and the Division of Engineering that no less than ten percent (10%) of the total value of work conducted under this contract be subcontracted to Disadvantaged Business Enterprises (DBE). To meet this goal we have included as a part of our design team Integrated Engineering, PLLC and Magna Engineers. Integrated Engineering, founded by Harsha Wijesiri in 2006, is a Certified DBE with the Lexington-Fayette Urban County Government and the Kentucky Department of Highways.

Integrated Engineering, PLLC is an emerging professional civil engineering and surveying company with experience in diverse disciplines. They have worked on various public works projects with an emphasis on storm and sanitary sewers. They have worked with governmental agencies in various cities across Kentucky. Some of Integrated Engineering's valuable clients include The Lexington-Fayette Urban County Government, Louisville Metropolitan Sewer District, Northern Kentucky Sanitation District 1, City of Richmond, Frankfort Sewer Department, City of Middletown, City of Hurstbourne, City of Wellington, and City of Ludlow. The staff has earned a reputation for completing projects in a responsive manner, while meeting and exceeding the client's needs and expectations.

Magna Engineers, founded by Michelle Howlett in 2011, will provide electrical, mechanical and instrument control engineering services as needed during the detailed design phase. Magna Engineers is prequalified with the Kentucky Department of Highways in Electrical Engineering/Lighting.

T. Michelle Howlett, P.E., LEED AP—Magna Engineers (DBE)

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Electrical Engineering—1990

Experience: 23 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY – Electrical #19856
Professional Engineer - IN – Electrical #199000367
Professional Engineer - OH – Electrical #63761
Professional Engineer - TN – Electrical #105945
NFPA Member #2543563
LEED Accredited Professional

Relevant Project Experience:

- Fountain Avenue Streetscape, Springfield, OH - Electrical engineer for streetscape improvements. The project includes new lighting and holiday receptacles along four blocks, and new lighting along an additional seven blocks. The design also includes ductbanks for future communications wiring.
- Streetscape Master Plan, Nicholasville, KY – Electrical engineer for the master planning for a proposed streetscape project throughout downtown, including lighting, power distribution, and relocation of overhead utilities to underground.
- Streetscape Improvements, Nicholasville, KY – Electrical engineer for the design of streetscape improvements for several blocks of downtown. Improvements included new streetlighting designed in compliance with Department of Transportation requirements. Environmentally friendly Dark Sky compliant fixtures were specified. The project also included burying of existing overhead communications and power system primary at intersections. Steel riser poles were used as needed where guying could not be achieved.
- Streetscape Improvements, Yorktown, IN – Electrical engineer for a streetscape project which included new lighting in accordance with IDOT requirements, as well as power distribution.
- Household Hazardous Waste Facility, Lexington, KY – Project Manager for mechanical and electrical disciplines for the renovation of an existing city building to a new facility designed to allow residents to drop off items that are regulated as solid waste, but when collected, must be stored, transported, manifested, and disposed of properly.

Harsha P. Wijesiri, P.E., LSIT

EDUCATION AND EXPERIENCE

University of Kentucky, Masters of Science
Civil Engineering

University of Kentucky, Bachelor of Science
Civil Engineering

Shanah College (UAE), Diploma in
Electronic Engineering

Experience: 15 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 23432

APPLICABLE TECHNICAL TRAINING

Sewer Collection Rehabilitation Seminar
Water Professionals Conference
Designing of Pumping Stations
SED-CAD 4 Training Course
KSPE Annual Conference

PROFESSIONAL AFFILIATIONS

NSPE, KSPE, ASCE

Harsha Wijesiri provides a wide array of experience ranging from the public sector to private sector. Mr. Wijesiri is responsible for the overall management of Integrated Engineering including all the projects within the firm. His experience includes project management, sanitary sewer systems, storm sewer systems, water distribution systems, flood plain analysis, design of large and small residential and commercial sites, in-fill redevelopment projects, highway design, and production of plans and contract documents..

- Bob O Link Trunk Sewer Replacement Project (LFUCG)
- Cardinal Lane Storm and Sanitary Sewer Improvements Project (LFUCG)
- Lexington Mall Sanitary Sewer Relocation Project (LFUCG)
- Deep Springs Pump Station (LFUCG)
- Water Street Project (City of Richmond)
- Scott County Elementary School

EA Partners, PLLC

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	Lexington, KY	1979	25	13
Local Office	Lexington, KY	1979	25	13
PM Location	Lexington, KY			
Subconsultants				
Name: Integrated Engineering				
Service Provided	Detail Design			
Headquarters	Lexington, KY	2006	7	6
Local Office	Lexington, KY	2006	7	6
Name: T.H.E. Engineers				
Service Provided	Environmental			
Headquarters	Lexington, KY	1992	13	5
Local Office	Lexington, KY	1992	13	5
Name:				
Consulting Services Incorporated				
Service Provided	Geotechnical			
Headquarters	Lexington, KY	2009	42	9
Local Office	Lexington, KY	2009	42	9
Name: Magna Engineers				
Service Provided	Electrical/Mechanical			
Headquarters	Lexington, KY	2011	3	3
Local Office	Lexington, KY	2011	3	3

◆ 100% of the work will be performed within the City of Lexington.

◆ EA Partners has been recognized 6 times for Engineering Excellence by ACEC.

◆ Your Project Manager will be a Lexingtonian, an owner in EA Partners, and available to meet within a moments notice.

◆ All of our team member firms are headquartered in Lexington.

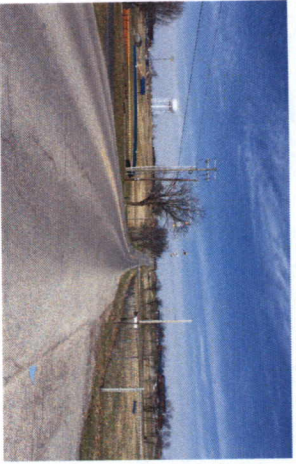
EA Partners, PLLC

LOCAL OFFICE

MOBERLY ROAD Project Manager Mark Wirtzberger (2013 to Present)

MERCER COUNTY

The project involved the design of approximately 1.2 miles of shared use path along Moberly Road in Mercer County. The work was performed for the Kentucky Department of Highways and was designed to improve pedestrian and bicycle access for the Mercer County School System.



SERVICES PERFORMED	
• Feasibility Study	• Right of Way Plans
• Field Surveys	• Legal Descriptions
• Study of Three Alignments	• Cost Estimates
• Construction Plans	• Meetings with Stakeholders

US 68 Project Manager Darin Hensley, P.E., P.L.S. (1995 to Present)

TRIGG COUNTY

Design of a shared use path adjacent to a rolling, rural section of U.S. 68 near Cadiz, Kentucky. Upon completion this facility will provide pedestrian access from Cadiz to the Land Between the Lakes National Recreation Area.



SERVICES PERFORMED	
• Feasibility Study	• Pedestrian & Vehicle Safety Review
• Horizontal & Vertical Geometrics	• Storm Water & Floodplain Evaluation & Design
• Construction Plans and Estimate	• Historic Property Avoidance & Minimization
• Environmental Impacts	• Logical Termini Evaluation
• Field Surveys	

US 460 Project Manager Rick Nunnery, P.E., P.L.S. (2013 to Present)

MAGOFFIN COUNTY

The project involved Phase I and II Design for the widening of an urban arterial, including a 10 foot multi use path. The project was approximately 2.5 miles and reduced ninety-five access locations to six intersections. The work was performed for the Kentucky Department of Highways.



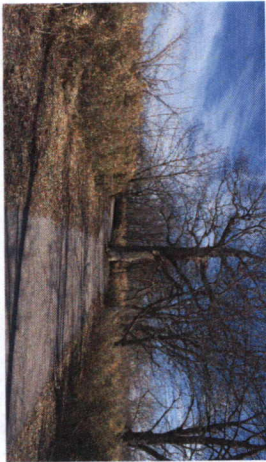
SERVICES PERFORMED	
• Feasibility Study	• Sanitary Sewer Design
• Field Surveys	• Frontage & Backage Road Design
• Plans, Specifications & Estimate	• Public Meetings
• Storm Sewer Design	

E4 Partners, PLLC

TOWN BRANCH TRAIL Project Manager Al Gross, P.E., P.L.S. (2006—2007)

FAYETTE COUNTY

This project required the design of approximately 1.25 mile section of bikeway sponsored by Town Branch Trail, Inc. and performed in conjunction with the Lexington-Fayette County Urban Government. This project is a segment of the 5 mile Town Branch Trail as shown on the Lexington-Fayette Urban County Government Greenways Master Plan that connects downtown to the Scott County line. Design had to meet all applicable State and Federal guidelines.



SERVICES PERFORMED	
• Feasibility Study	• Cost Estimates
• Topographic Survey	• Easement Exhibits & Legal Descriptions
• Construction Plans	• Meetings with Stakeholders
• Project Specifications	

COOLAVIN RAIL TRAIL Project Manager Tom Hatfield, P.E., P.L.S. (2013 to Present)

FAYETTE COUNTY

The project involved the study and design of approximately one half mile of shared use path along an abandoned railroad right of way. The project was a part of the connection of the Legacy Trail to the Sixth Street Entertainment District. Funding was provided through the Kentucky Department of Highways Office of Local Programs.

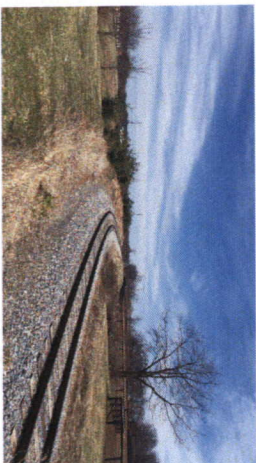


SERVICES PERFORMED	
• Feasibility Study	• Cost Estimates
• Topographic Survey	• Easement Exhibits & Legal Descriptions
• Construction Plans	• Meetings with Stakeholders
• Project Specifications	

HOPE CENTER Project Manager Tom Hatfield, P.E., P.L.S. (2013 to Present)

FAYETTE COUNTY

The project involved the study and design of approximately 0.25 miles of shared use path connecting the Legacy Trail to the Coolavin Rail Trail. The work was performed for the Lexington Fayette Urban County Government. Several alternate alignments were studied relative to Loudon Avenue, the adjacent railroad, and properties. The design included gates and signalized railroad crossings.



SERVICES PERFORMED	
• Feasibility Study	• Cost Estimates
• Topographic Survey	• Easement Exhibits and Legal Descriptions
• Construction Plans	• Negotiations with Landowners
• Project Specifications	• Meetings with Stakeholders

PEDESTRIAN, BIKE OR MULTIMODAL TRAIL DESIGN/PLANNING

<p><u>Kentucky Transportation Cabinet District 2</u></p> <p>Projects: U.S. 60 Henderson County</p> <p>Contact: John Rudd Phone: 270-824-7080 Email: john.rudd@ky.gov</p>	<p><u>Kentucky Transportation Cabinet District 7</u></p> <p>Projects: Brannon Road Jessamine County U.S. 68 Bourbon/Nicholas Counties</p> <p>Contact: Robin Sprague Phone: 859-246-2355 Email: robin.sprague@ky.gov</p>
<p><u>Kentucky Transportation Cabinet District 10</u></p> <p>Projects: U.S. 460 Magoffin County</p> <p>Contact: Jason Blackburn Phone: 606-666-8841 Email: Jason.blackburn@ky.gov</p>	<p><u>LFUCG Division of Engineering</u></p> <p>Projects: Coolavin Rail Trail Hope Center Trail Town Branch Trail</p> <p>Contact: Keith Lovan Phone: 859-258-3410 Email: keith.lovan@lexingtonky.gov</p>
<p><u>Ball Homes</u></p> <p>Projects: Blackford, Gleneagles-Versailles, Gess Property, Bradford Place</p> <p>Contact: Ray Ball Phone: 859-268-1191 Email: rball@ballhomes.com</p>	<p><u>LFUCG Division of Water Quality</u></p> <p>Projects: Andover Trunk Sewer Leestown Road Pump Station Decommission</p> <p>Contact: Steve Farmer Phone: 859-425-2400 Email: sfarmer@lexingtonky.gov</p>

SA Partners, PLLC

Jeffrey S. Clark, E.I.T.—Design Engineer—EA Partners

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering 1980 – Mining

Eastern Kentucky University 1975-1976

Experience: 31 years

APPLICABLE TECHNICAL TRAINING

InRoads / Microstation V8 Training
Contech - Bridge Innovations & Water Quality Systems
Advance Design Systems • Water Quality Structures &
Stormwater Treatment Systems Training
Global Pipeline -- Wastewater and Waterline Pipe Systems
Subsurface Stormwater Management & Detention Facilities
Green Infrastructure Alternatives Training
LFUGG -- Best Management Practices Training
Erosion Protection and Sediment Control Training
Storm Sewer Pipe Systems Training

Mr. Clark has over thirty-one years of experience in the surveying and design of sanitary sewers, storm sewers, stormwater management facilities, and transportation projects. Mr. Clark has been responsible for coordination of the firm's surveying operations including scheduling, construction staking, boundary surveys, and as-built verification surveys. Relevant project experience includes:

- **Coolavin Rail Trail, Fayette County—Project Engineer (2013 to Present)**
 - 0.5 Mile multi-use path designed for the LFUGG
 - Portion of Legacy Trail Connecting to 6th Street Entertainment District
 - Located on abandoned railroad right of way
 - Extensive meetings with stakeholders
- **Town Branch Trail, Fayette County—Project Engineer (2006-2007)**
 - 1.25 Mile Bikeway Sponsored by Town Branch Trail, Inc. and performed for the LFUGG
 - Segment of 5 mile Town Branch Trail
 - Designed to meet applicable State and Federal guidelines
- **US 25, Laurel County—Project Engineer (2011 to Present)**
 - Study and design of 3.5 miles of Urban Roadway for the Kentucky Transportation Cabinet
 - Extensive storm sewer design and pavement drainage analysis
 - Pavement salvage strategy plan
 - Floodplain modeling
 - Extensive Public involvement
 - Access management plan

Robert F. Young, Jr., E.I.T.—Design Engineer—EA Partners

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering— 1992

Experience: 22 years

APPLICABLE TECHNICAL TRAINING

InRoads / Microstation V8 Training
Contech - Bridge Innovations & Water Quality Systems
Advance Design Systems • Water Quality Structures &
Stormwater Treatment Systems Training
Global Pipeline -- Wastewater and Waterline Pipe Systems
Subsurface Stormwater Management & Detention Facilities
Green Infrastructure Alternatives Training
LFUGG -- Best Management Practices Training

Mr. Young has over twenty-two years of experience working on various projects throughout Central Kentucky. He has been responsible for preparing permit applications to the Kentucky Division of Water, the U.S. Army Corps of Engineers, and Kentucky Department of Highways. Relevant project experience includes:

- **US 68, Bourbon/Nicholas Counties—Project Engineer (1995 to Present)**
 - 16 miles of relocation for the Kentucky Transportation Cabinet
 - Extensive public involvement during environmental process
 - Avoidance of historic properties
 - Phase I and II Design
 - Stream Restoration and Permitting
- **US 25, Laurel County—Project Engineer (2011 to Present)**
 - Study and design of 3.5 miles of Urban Roadway for the Kentucky Transportation Cabinet
 - Extensive storm sewer design and pavement drainage analysis
 - Pavement salvage strategy plan
 - Floodplain modeling
 - Extensive Public involvement
 - Access management plan

LFUGG -- Best Management Practices Training

EA Partners, PLLC

Eric Hackworth, P.E.—Project Engineer—EA Partners

EDUCATION AND EXPERIENCE

University of Kentucky, Masters of Science
Civil Engineering, 2009

University of Kentucky, Bachelor of Science
Civil Engineering, 2008

Experience in Transportation: 6 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 29096

APPLICABLE TECHNICAL TRAINING

Planning, Design and Approval of Interchange Improvements
Access Management
Project Management Guidance
Highway Capacity Analysis
Culvert Design
NEPA Decision Making
Context Sensitive Design Solutions
3D Modeling
Modern Roundabout Design

PROFESSIONAL AFFILIATIONS

ACEC, ITE

Mr. Hackworth is a Project Engineer for EA Partners and a former Project Manager and Highway Designer for the Kentucky Transportation Cabinet. Eric has six years of experience in transportation engineering. During his time with KYTC, Eric oversaw the initiation and completion of multiple roadway projects delivered to KYTC by consultant forces. These projects included both urban and rural corridor improvements, as well as site specific projects such as bridge replacements and intersection improvements.

- **Brannon Road, Jessamine—Project Engineer (2013-Present)**
 - Study and Design of 3.5 miles of Urban and Rural Roadway widening and relocation for the Kentucky Transportation Cabinet
 - Analysis of Traffic projections and lane configuration
 - Analysis of intersection configuration
 - Evaluation of multi-use path
- **US 60, Henderson—Project Engineer (February 2014 to Present)**
 - 0.5 Miles of widening of Urban Roadway for the Kentucky Transportation Cabinet
 - Advanced traffic engineering and modeling
 - Extensive topographic field survey
 - Includes multi-use path connection to the Henderson Community College
 - Maintenance of Traffic
 - Avoidance of historic properties
- **US 25, Laurel County—Project Engineer (2011 to Present)**
 - Study and design of 3.5 miles of Urban Roadway for the Kentucky Transportation Cabinet
 - Extensive storm sewer design and pavement drainage analysis
 - Pavement salvage strategy plan
 - Floodplain modeling
 - Extensive Public involvement

Darin Hensley, P.E.—Project Engineer—EA Partners

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Engineering, 2001

Experience in Transportation: 15 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 24263

APPLICABLE TECHNICAL TRAINING

ASCE Hydrologic and Hydraulic Design of Culverts
Haestead Methods – Stormwater Training
FESWMS and SMS 2-D Hydraulic Modeling

Mr. Hensley has over fifteen years of experience working on various highway projects. His experience includes working on roadway right-of-way and construction plans design and preparation, drainage designs, land surveying, traffic control planning, erosion control planning, environmental permit preparation, roadway drainage design and utility relocation plans. Mr. Hensley is proficient in Microstation, InRoads, KTDID, HYDRAIN, HEC-1, HEC-RAS, STORMCAD, and WinPAS Pavement Design software.

- **US 68, Trigg—Project Manager (1998-Present)**
 - Study and Design for widened and relocated roadway for the Kentucky Transportation Cabinet
 - Includes shared use path adjacent to roadway
 - Provides access from Cadiz to the Land Between the Lakes
 - Avoidance of Historical Properties
- **US 60, Henderson—Project Manager (February 2014 to Present)**
 - 0.5 Miles of widening of Urban Roadway for the Kentucky Transportation Cabinet
 - Advanced traffic engineering and modeling
 - Extensive topographic field survey
 - Includes multi-use path connection to the Henderson Community College
 - Maintenance of Traffic
 - Avoidance of historic properties

EA Partners, PLLC

Clive Weller, P.E., PTOE—Project Engineer—EA Partners

Mr. Weller has over twenty years of highway design experience. His traffic assessment skills are complemented by his extensive experience of the complete design, delivery and maintenance process. This has been utilized on projects for KYTC for conceptual design and alternate solution assessments for operational effectiveness and budgetary constraints. His experience includes highway design, traffic studies, and roundabout assessment and design. Mr. Weller is also a Beta Tester for CORSIM and HCS software developments.

EDUCATION AND EXPERIENCE

University of Leeds, England
Bachelor of Engineering (Honors)
Civil Engineering with Architecture, 1991

Experience in Transportation: 20 years

PROFESSIONAL REGISTRATIONS

Chartered Civil Engineers (England)
Professional Engineer - KY - Civil # 25770
Professional Traffic Operations Engineer—#3293

- **Moberly Road, Mercer County—Project Engineer (2013 to Present)**
 - Study and Design of 1.2 miles of shared use path for the Kentucky Transportation Cabinet
 - Improved pedestrian and bicycle access to the Mercer County School System
 - Extensive topography field survey
 - Meetings with Stakeholders
- **US 25, Laurel County—Project Manager (2011 to Present)**
 - Study and design of 3.5 miles of Urban Roadway for the Kentucky Transportation Cabinet
 - Extensive storm sewer design and pavement drainage analysis
 - Pavement salvage strategy plan
 - Floodplain modeling
 - Extensive Public involvement
 - Access management plan

Marc Wirtzberger, P.E.—Project Engineer—EA Partners

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

EDUCATION AND EXPERIENCE
University of Kentucky, Bachelor of Science
Civil Engineering, 2000

Experience: 10 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 24798

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

PROFESSIONAL AFFILIATIONS

KSPE, ACEC

- **Moberly Road, Mercer County—Project Manager (2013 to Present)**
 - Study and Design of 1.2 miles of shared use path for the Kentucky Transportation Cabinet
 - Improved pedestrian and bicycle access to the Mercer County School System
 - Extensive topography field survey
 - Meetings with Stakeholders
- **US 68, Bourbon/Nicholas Counties—Project Engineer (1995 to Present)**
 - 16 miles of relocation for the Kentucky Transportation Cabinet
 - Extensive public involvement during environmental process
 - Avoidance of historic properties
 - Phase I and II Design
 - Stream Restoration and Permitting
- **Town Branch Trail, Fayette County—Project Engineer (2006-2007)**
 - 1.25 Mile Bikeway Sponsored by Town Branch Trail, Inc. and performed for the LFUGG
 - Segment of 5 mile Town Branch Trail
 - Designed to meet applicable State and Federal guidelines

EA Partners, PLLC

Jerry G. Cottingham—Principal/Project Manager—EA Partners

Mr. Cottingham has forty-six years experience in highway design. His experience includes all phases of highway design, including scoping studies, survey, highway design, drainage, site development, right-of-way plans, interchange layout, traffic analysis and report writing. Mr. Cottingham has worked on the design of over 110 miles of projects since 1988.

EDUCATION AND EXPERIENCE
University of Kentucky - 90 Credit Hours
in Civil Engineering

Experience in Transportation: 46 years

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

Environmental Leadership Seminar

AASHTO Roadside Design

- **US 25, Laurel County—Project Manager (2011 to Present)**
 - Study and design of 3.5 miles of Urban Roadway for the Kentucky Transportation Cabinet
 - Extensive storm sewer design and pavement drainage analysis
 - Pavement salvage strategy plan
 - Floodplain modeling
 - Extensive Public involvement
 - Access management plan
- **US 27, Pulaski County—Project Manager (2006 to Present)**
 - 1.4 Miles of Urban and Rural Design for the Kentucky Transportation Cabinet
 - Included multi-use path connecting Burnside State park to Downtown Burnside
 - Required coordination with the US Army Corp of Engineers, Kentucky Parks Department and the Kentucky Transportation Cabinet to widen existing causeway for multi-use path
 - Extensive storm sewer design

Rick Nunnery, P.E., P.L.S., CFM—Principal/Project Manager/Project Engineer—EA Partners

EDUCATION AND EXPERIENCE
University of Kentucky, Bachelor of Science
Engineering, 1998

18 Hours Towards Masters in Civil Engineering

Experience in Transportation: 16 years

PROFESSIONAL REGISTRATIONS
Professional Engineer - KY - Civil # 23101
Professional Land Surveyor - KY - # 3992
Certified Floodplain Manager—US-11-06152

APPLICABLE TECHNICAL TRAINING
FHWA Fundamentals of Planning, Design and Approval of Interchange Improvements to the Interstate System, 2012

Open Channel Hydraulics- University of Alaska Anchorage, 2001

Mr. Nunnery has over sixteen years of experience working on various projects throughout the Commonwealth and for the Kentucky Transportation Cabinet. Mr. Nunnery has extensive experience in the all phases of highway design, including scoping studies, survey, highway design, drainage, site development, right-of-way plans, interchange layout, traffic analysis and report writing. He is proficient in KYPIPE 2000, SEDCAD 4, AutoCAD, Microstation, InRoads and HEC-RAS. Specific project experience includes:

- **US 68, Bourbon/Nicholas Counties—Project Manager (1995 to Present)**
 - 16 miles of relocation for the Kentucky Transportation Cabinet
 - Extensive public involvement during environmental process
 - Avoidance of historic properties
 - Phase I and II Design
 - Stream Restoration and Permitting
- **US 460, Magoffin County—Project Engineer (2013 to Present)**
 - 2.5 miles widening of urban arterial
 - Provided access plan reducing ninety access points to six intersections
 - Included ten foot multi-use path
 - Included Phase I and II Design
- **Brannon Road, Jessamine County—Project Manager (2013-Present)**
 - Study and Design of 3.5 miles of Urban and Rural Roadway widening and relocation for the Kentucky Transportation Cabinet
 - Analysis of Traffic projections and lane configuration
 - Analysis of intersection configuration
 - Evaluation of multi-use path

EA Partners, PLLC

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

EDUCATION AND EXPERIENCE

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

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

Experience: 40 Years

PROFESSIONAL REGISTRATIONS

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

APPLICABLE TECHNICAL TRAINING

University of Kentucky: SEDIMOT II Applied Hydrology and
Sedimentology for Disturbed Areas
University of Kentucky: REAME Computer Analysis of
Slopes
Thinking Beyond the Pavement Seminar, Sponsored by
FHWA & KYDOT

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

- **Town Branch, Trail Fayette County—Project Manager (2006-2007)**
 - 1.25 Mile Bikeway Sponsored by Town Branch Trail, Inc. and performed for the LFUGG
 - Segment of 5 mile Town Branch Trail
 - Designed to meet applicable State and Federal guidelines
- **Clays Mill Road, Fayette County—Project Engineer (1986-1991)**
 - Designed initial three lane rural typical that was compatible with an ultimate five lane urban typical
 - Prepared complex public acquisition plat to obtain right of way easements along entire corridor
 - Alignment configured to avoid existing utilities
- **Carter Road, Daviess County—Project Engineer (1989-1997)**
 - 2.6 Miles of Urban Roadway for the Kentucky Transportation Cabinet
 - Design of New Interchange with Ford Expressway
 - Relocation of Drainage Ditch that drained one-third of Owensboro
 - Landscaping designed to buffer historic property
 - Extensive community involvement

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

EDUCATION AND EXPERIENCE

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

Experience: 28 years

PROFESSIONAL REGISTRATIONS

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

APPLICABLE TECHNICAL TRAINING

ASCE Pumping Systems Design for Civil
Engineers - 2007
Erosion Prevention and Sediment Control Certified Plan
Reviewer/Preparer- Louisville MSD
Thinking Beyond the Pavement Seminar
(A Workshop on Context Sensitive Design)
HEC-1 Training Seminar - Dodson & Associates, Houston,
TX

Rosgen Natural Stream Restoration Workshops 2009-2010

Level I - Fluvial Geomorphology for Engineers
Level II - River Morphology & Applications
Level III-River Assessment & Monitoring
Level IV - River Restoration & Natural Channel Design

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

- **Coolavin Rail Trail, Fayette County—Project Manager (2013 to Present)**
 - 0.5 Mile multi-use path designed for the LFUGG
 - Portion of Legacy Trail connecting to 6th Street Entertainment District
 - Located on abandoned railroad right of way
 - Extensive meetings with stakeholders
- **Hope Center Trail, Fayette County—Project Manager (2013 to Present)**
 - 0.25 mile multi-use path designed for the LFUGG
 - Studied several alternate alignments relative to adjacent railroad, property owners and Loudon Avenue intersection
 - Required coordination with R.J. Corman and CSX Railroad
 - Included gated and signalized rail crossings
- **US 41A, Christian County—Project Manager (1994-2004)**
 - 4.2 Miles of Urban and Rural Roadway Design
 - Development of pavement salvage strategy
 - Landscape and entrance wall design for Ft. Campbell main gate
 - Development of extensive storm sewer system
 - Stormwater analysis utilizing Karst features
 - 2005 ACEC National Award

EA Partners, PLLC

T.H.E. Engineers, a Lexington based environmental, structural and transportation design firm, has been included as a team member to provide environmental assessments and structural design services, as necessary. **T.H.E.** specializes in environmental consulting and they have the capability, capacity and proven track record to successfully complete both simple and complex projects.

Integrated Engineering, PLLC will assist in the detailed design of the Roadway and Shared Path projects. **Integrated Engineering**, also a Lexington based firm founded in 2006, is a registered DBE with expertise in transportation, sanitary sewer design, and stormwater management. Integrated Engineering's local staff has gained a tremendous amount of experience with the LFUCG's Division of Engineering and Division of Water Quality on projects, such as the Bob O Link Trunk Sewer and the Lexington Mall Sanitary Sewer Replacement. **Integrated Engineering** is currently one of the engineering consultants selected to the Division of Water Quality's Indefinite Contract for Sanitary and Storm Sewer projects. **Integrated is prequalified with the Kentucky Transportation Cabinet for Roadway Design, Traffic Engineering and Transportation Planning Services.**

Magna Engineers will provide electrical, mechanical, and instrument control engineering services during the detailed design phase. Magna Engineers is a Lexington based, woman owned consulting engineering company and a Certified Economically Disadvantaged Woman Owned Small Business. Their staff of professional and LEED accredited engineers has a combined experience of over 70 years and have completed projects in a broad market range including water, wastewater, municipal, military, and industrial. They have provided services on the Deep Springs, North Elkhorn, and Bluegrass Airport pump stations within Fayette County. **Magna Engineering is prequalified with the Kentucky Department of Highways in Electrical Engineering/Lighting.**

Consulting Services Incorporated will provide geotechnical consulting services. They are locally owned and headquartered in Lexington with 42 employees. **Consulting Services Incorporated** has a staff of Professional Engineers and Special Inspectors that have over 300 years of combined experience in the Geotechnical, Construction and Materials Engineering, Testing and IBC Special Inspection fields.

REPRESENTATIVE PROJECTS

- ◆ Brannon Road, Jessamine County ◆ Moberly Road Bike Path, Mercer County ◆ US 60, Hancock County
- ◆ Carter Road, Daviess County ◆ Town Branch Trail, Fayette County ◆ US 60, Henderson County
- ◆ Clays Mill Road, Fayette County ◆ US 25, Bridge Replacement, Scott County ◆ US 68, Bourbon County
- ◆ Coolavin Rail Trail, Fayette County ◆ US 25, Fayette/Scott County ◆ US 68, Nicholas County
- ◆ Hope Center Trail, Fayette County ◆ US 25, Laurel County

◆ *EA Partners has selected team members and a project management approach that will ensure a quality product at a competitive price.*

◆ *Traffic Engineer Clive Weller is an expert in VISSIM and CORSIM traffic modeling and serves as a software tester for McTrans.*

◆ *EA Partners dedicates two owners to each project ensuring direct contact with a person vested in the success of the project.*

EA Partners, PLLC

EA Partners, PLC is a Lexington based consulting firm with over thirty-five years of experience specializing in transportation design services, sanitary sewer system design, water distribution, stormwater management, and land development. Our common sense approach to engineering and the ability to see "Big Picture" is a tremendous asset in laying out alternative alignments and grades, allowing us to assist the client in selecting the most appropriate alternate. **EA Partners, PLC** has provided public infrastructure design and planning services throughout the State of Kentucky for the Department of Highways, the Kentucky Department of Aviation, the Kentucky Division of Abandoned Mine Lands and the Kentucky Finance Cabinet. We are prequalified with the Kentucky Department of Highways in Roadway Design, Surveying, Bikeway Planning, UST Services, Stream Restoration, and Construction Engineering. In all situations **EA Partners** has performed auspiciously, achieving high design scores from the KYTC, while providing biddable, constructable, and desirable projects.

EA Partners has provided consulting services to the LFUCG's Division of Engineering on portions of the Town Branch Trail and the Legacy Trail (Coolavin Rail Trail and Hope Center Trail) and a pond spillway rehabilitation project adjacent to the Brighton East Trail. Our work on the Coolavin Rail Trail and the Hope Center Trail required the study of several alignments to determine the most appropriate crossing of an awkward street and railroad intersection at Loudon Avenue while minimizing impacts to the adjacent Hope Center. We participated in several meetings with LFUCG officials and property representatives and facilitated in satisfying all parties. **EA Partners** has provided consulting services to the LFUCG's Division of Water Quality on the Andover Trunk Sewer and the decommissioning of two pump stations associated with the construction of Citation Boulevard. Both of these projects required easement acquisition and negotiations with the affected property owners. In the majority of cases our involvement has allowed the easements to be acquired at no additional cost to the LFUCG

Many of our projects have also involved permitting through the Division of Water, the US Army Corp of Engineers, and the Kentucky Transportation Cabinet for work on public right of ways.

KYTC PRE-QUALIFIED SERVICES FOR EA PARTNERS

Rural Roadway Design	Highway Planning Services
Urban Roadway Design	Bikeway Planning
Surveying	Stream Mitigation
Traffic Engineering Services	UST & HAZMAT Site Analysis
Construction Engineering	

◆ *EA Partners has been recognized nationally for Engineering Excellence for our pavement salvaging techniques.*

◆ *EA Partners' Engineers have a combined 200+ years of design experience for the Kentucky Transportation Cabinet.*

◆ *EA Partners provides client-owner involvement and has three designers each with 39+ years of experience.*

◆ *EA Partners grasps problems, has the ability to see the Big Picture and the ability to deliver high quality designs.*

EA Partners, PLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2014

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

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

PRODUCER
The Underwriters Group, Inc.
1700 Eastpoint Parkway
P.O. Box 23790
Louisville, KY 40223

INSURED
E. A. Partners, PLC
3111 Wall Street
Lexington, KY 40513

INSURER A: Market Insurance Company
38970
INSURER(S) AFFORDING COVERAGE
NAIC #

CONTACT
NAME:
PHONE (A/C No., Ext): 502-244-1343
E-MAIL:
ADDRESS:
FAX (A/C No.): 502-244-1411

REVISION NUMBER:
CERTIFICATE NUMBER:

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

INSURANCE
TYPE OF INSURANCE
ADDL SUBR
INSR WVD

GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR

GENERAL LIABILITY
GENL AGGREGATE LIMIT APPLIES PER:
POLICY PRO-JECT LOC

GENERAL LIABILITY
ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
NON-OWNED AUTOS
HIREN AUTOS

UMBRELLA LIAB
EXCESS LIAB
CLAIMS-MADE
OCCUR

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
Y/N N/A
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below

A
Professional Liability
AE823701
06/10/2014
06/10/2015
Per Claim Aggregate
\$ 2,000,000
\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Request for Qualifications for Professional Engineering Services, Contract # 13-2014
30 day notice of cancellation applies

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30 day notice of cancellation applies

CERTIFICATE HOLDER
Lexington-Fayette Urban County Government
200 E Main Street, Room 338
Lexington, KY 40507

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bruce W. Ferguson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2014

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

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

PRODUCER State Farm Insurance 930 US Hwy 27 South - Ste. 2 Cynthiana KY 41031 		INSURED EA Partners 3111 Wall St Lexington KY 40513	
CONTACT Marc Carmack NAME: 859-234-4682 PHONE (A/C, No. Ext): 859-977-8264 FAX (A/C, No.): EMAIL: ADDRESS:			
INSURER(S) AFFORDING COVERAGE MAIC # 25143 INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: State Farm Fire and Casualty Company INSURER D: State Farm Fire and Casualty Company INSURER E: State Farm Fire and Casualty Company INSURER F:		REVISION NUMBER: CERTIFICATE NUMBER:	

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE (IND, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y	97BV73501	02/06/2014	02/20/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT \$
B	AUTOMOBILE LIABILITY		1197083	02/01/2014	02/01/2015	BODILY INJURY (Per person) \$500,000 BODILY INJURY (Per accident) \$500,000 PROPERTY DAMAGE (Per accident) \$100,000
D	UMBRELLA LAB		971174200	04/09/2013	04/09/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N	97BNY9644	12/18/2013	01/01/2015	E.T. EACH ACCIDENT \$1,000,000 E.T. DISEASE - EA EMPLOYEE \$1,000,000 E.T. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 UMBRELLA LIABILITY POLICY PROVIDES EXCESS COVERAGE TO \$5,000,000 FOR THE AUTOMOBILE POLICY.
 Pollution, clean up, and removal coverage is provided up to a limit of \$10,000.

CERTIFICATE HOLDER
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 200 E. MAIN ST. - ROOM 338
 LEXINGTON KY 40507

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CANCELLATION

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 1001486 132849 9 02-04-2014
 ACORD 25 (2014/01)

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

MARCH 26, 2014

Town Branch Trail



U.S. 25 Scott County



EA Partners, PLLC



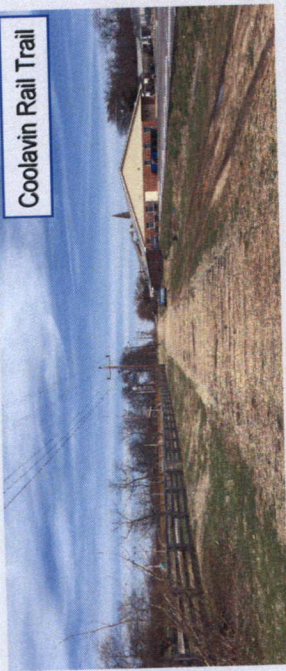
ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

T. H. E. *J-E* Engineers, Inc.



RFP# 13-2014
STATEMENT OF QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES

Coolavin Rail Trail



EA Partners work on the Hillenmeyer Pump Station Decommissioning and on the Leesstown West Decommissioning project has been excellent. Response to requests are prompt, work is done in a timely manner and they seem to always go "above and beyond the expected call of duty".

Their work on the Andover Trunk Sewer project was exemplary. This was a very contentious project done on one of the most visible golf courses in town and even required closing down one hole. EA worked diligently with the Andover Country Club during the design phase and maintained contact with the Country Club during construction. We had NO calls or problems from the Country Club during or after construction of the project.

Steve Farmer, P.E./Division of Water Quality

U.S. 460 Magoffin County



"The relationship and the spirit of cooperation was tremendous."

KY Transportation Cabinet
District Office No. 2

U.S. 41A Widening
Urban Section

EA Partners has performed design services for the LFUGG Division of Engineering on a number of projects for a number of years. As the Project Manager for some of these projects I have been keenly aware of the work that EA has performed. EA Partners innovative approach to design and construction has produced unique opportunities for the citizens of Lexington. The plans and specifications that they have produced represent EA's level of professionalism and accountability and I would expect this to continue.

I believe EA Partners possess the creativity, the innovation and the technical skill set to effectively complete any project required by the LFUGG.

Keith Lovan, P.E./LFUGG

U.S. 68 Bourbon/Nicholas Counties



Town Branch Trail



March 26, 2014

Ms. Theresa Maynard
Division of Central Purchasing
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

RE: RFP #13-2014
Professional Engineering Services Statement of Qualifications
Request for Proposal (RFP)

Ms. Maynard:

EA Partners is pleased to present our Statement of Qualifications Package to provide Professional Engineering Services for the Lexington Fayette Urban County Government's Division of Engineering. We would like to be considered for **Contract 1**—Roadway Corridor and Intersection Design/Planning and **Contract 5**—Pedestrian, Bike, or Multimodal Trail Design/Planning. Attached is one (1) master copy, seven (7) duplicates, and one (1) electronic copy of our response.

EA Partners has provided civil engineering, land surveying and landscape architecture services to Fayette County for the last 35 years. Joining our team is Integrated Engineering, PLLC (DBE Component), T.H.E. Engineers (Environmental and Structural), Consulting Services Incorporated (Geotechnical) and Magna Engineers (Electrical and DBE Component).

Our team is truly local, possesses the talent required, and has the capacity to perform the work. We have a litany of experience in Roadway, Intersection and Shared Trail Planning, Design, and Construction within Fayette County and throughout the State of Kentucky.

We bring an abundance of "practical solution" experience and are looking forward to the opportunity. We appreciate being considered.

Sincerely,

EA PARTNERS, PLC

Thomas W. Hatfield, P.E., P.L.S.
Principal-in-Charge

EA Partners, PLLC