### CONSULTANT SERVICES AGREEMENT

THIS	IS A	N	AGRE	EME	NT made	as of _				2025,	between	n the
LEXI	NGTO	N-F	AYET	ΓΕ	URBAN	COUNT	Y	<b>GOVERN</b>	<b>MENT</b>	(OV	VNER)	and
					(CC	<b>NSULTA</b>	NT).	OWNER	intend	s to	proceed	with
archite	ectural	engi	ineerin	g desi	ign service	es as desc	ribed	in the att	ached R	equest.	for Pro	posal
docum	nent. T	he s	ervices	are to	o include th	ne preparat	ion o	f Schemati	c Design	Docu	ments th	rough
Const	ruction	Do	cument	ts, Bid	lding, and	Construction	on A	dministratio	on for th	e cons	truction o	of the
Town	Branc	eh W	astew	ater T	reatment	Plant Win	dow l	Replaceme	nt Proje	ct as c	ontempla	ted in
the O'	WNEF	<b>₹</b> 's F	Lequest	for P	roposal No	. 20-2025.	The s	services are	hereina	fter ref	ferred to	as the
Projec	t.											

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

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 20-2025.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 20-2025. (Exhibit "A"), and Consultant's Response dated <u>July 23</u>, <u>2025</u> (Exhibit "B"). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 20-2025. (Exhibit "A").

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

- 1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to \_\_ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 20-2025 are incorporated herein by reference as if fully stated.

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

- 2.1. The OWNER may desire to have the CONSULTANT perform work or render services in connection with this Project other than as provided by Exhibit "A" of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the OWNER gives written authorization. Should the OWNER find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the CONSULTANT shall make such revisions as directed, in writing, by the OWNER. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

### **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 its 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 Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

### **SECTION 4 - PERIOD OF SERVICES**

- **4.1.** See Exhibit "A" for the project timeline/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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

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

### 5.1 Methods of Payment for Services of CONSULTANT

### 5.1.1 For Basic Services.

### **Lump Sum Pricing**

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

Design Stage (Total Services Below)	\$29000
Schematic Design Phase: (percentage of total services)	\$ <u>10000</u> 34 <u>%</u>
Design Development Phase: (percentage of total services)	\$9000 31%
Construction Documents Phase: (percentage of total services)	\$5000 17%
Bid Phase: (percentage of total services)	\$ <u>5000</u> 17%
Construction Administration Stage	\$ 5000
(percentage of total services)	14.7%

### 5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

### **Unit Pricing**

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits,

	Year 1-2025	Year 2	Year 3	Year 4	Year 5
Principal	\$250	\$255	\$260	\$265	\$270
Project Manager	\$200	\$205	\$210	\$215	\$220
Assistant Project Manager	\$185	\$190	\$195	\$200	\$205
QA/QC	\$185	\$190	\$195	\$200	\$205
Principal Architect	\$225	\$230	\$235	\$240	\$245
Senior Architect	\$195	\$200	\$205	\$210	\$215
Project Architect	\$195	\$200	\$205	\$210	\$215
Architect Intern	\$137	\$142	\$147	\$152	\$157
Senior Civil Engineer	\$185	\$190	\$195	\$200	\$205
Civil Engineer	\$185	\$190	\$195	\$200	\$205

Senior Mechanical Engineer	\$225	\$230	\$235	\$240	\$245
Mechanical Engineer	\$185	\$190	\$195	\$200	\$205
Mechanical Engineer Intern	\$150	\$155	\$160	\$165	\$170
Senior Electrical Engineer	\$225	\$230	\$235	\$240	\$245
Electrical Engineer	\$195	\$200	\$205	\$210	\$215
Electrical Designer	\$175	\$180	\$185	\$190	\$195
Senior Fire Protection Engineer	\$265	\$270	\$275	\$280	\$285
Registered Fire Protection Engineer	\$225	\$230	\$235	\$240	\$245
Certified Industrial Hygienist	\$195	\$200	\$205	\$210	\$215
Senior Industrial Hygienist	\$185	\$190	\$195	\$200	\$205
Industrial Hygienist	\$185	\$190	\$195	\$200	\$205
Geotechnical Engineer	\$185	\$190	\$195	\$200	\$205
Electrical Engineer Intern	\$170	\$175	\$180	\$185	\$190
Specification Writer	\$185	\$190	\$195	\$200	\$205
Certified Physical Security Specialist	\$225	\$230	\$235	\$240	\$245
Physical SecurityTech/Site Surveyor	\$225	\$230	\$235	\$240	\$245
CADD Designer	\$145	\$150	\$155	\$160	\$165
Senior Field Engineer	\$185	\$190	\$195	\$200	\$205
Field Engineer	\$180	\$185	\$190	\$195	\$200
Accounting/Administrative	\$85	\$90	\$95	\$100	\$105
Senior Cost Estimator/Scheduler	\$185	\$190	\$195	\$200	\$205
Cost Estimator/Scheduler	\$225	\$230	\$235	\$240	\$245
Historical Preservation	\$185	\$190	\$195	\$200	\$205
	.4				

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be \_\_0\_\_\_\_\_%

### 1.5. Times of Payment.

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

in good faith contested the same.

### 1.6. 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 an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **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, and the amount to be paid shall be determined by the **OWNER**.
- **5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

### SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

### 1.6. Termination

- **6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.
- **6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

### 1.7. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to 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**.

### 1.8. 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 which 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, defend, and hold OWNER harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

### 1.9. Successors and Assigns.

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

### 1.10. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

### 1.11. 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

architects and 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 Drawings and Specifications have been accepted by the OWNER, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the CONSULTANT, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the OWNER, the CONSULTANT has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of CONSULTANT to provide the expected level of accuracy may be grounds for the OWNER to disqualify CONSULTANT from consideration for future CONSULTANT service agreements.

### 1.12. Security Clause.

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

### 1.13. Access to Records.

The CONSULTANT and its sub-CONSULTANTS shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the OWNER, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the OWNER to disqualify the CONSULTANT from consideration for future CONSULTANT service agreements.

### 1.14. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2018 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the **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 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**

LINDA GORTON, MAYOR

- 1.8. This Agreement is subject to the following provisions.
- 8.1.2. Pursuant to subparagraph 3.4 of this Agreement, OWNER has assigned the appropriate Lexington-Fayette Urban County Government employee (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 their 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 their designee. The CONSULTANT shall look only to the OWNER'S Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon OWNER. OWNER shall respond to written requests by CONSULTANT within thirty (30) days.

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

OWNER: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	CONSULTANT: Blaine Van Gansbeke
BY:	BY:

ATTEST:				
URBAN COUNTY COUNCIL	CLERK			
COMMONWEALTH OF KEN	NTUCKY	)		
COUNTY OF FAYETTE		)		
The foregoing Agreement		ed, sworn to an is the duly autho		before me by
representative for and on	behalf of , on	this the	day of, 2025	5.
My commission expires: _		·		
	NOTARY PUBLIC			

### Exhibit A

### **Scope of Services and Related Matters**

RFP #20-2025



# Lexington-Fayette Urban County Government

### Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for RFP #20-2025 Architectural Design Consultant Services to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 1, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals. A non-mandatory pre-proposal meeting will be held on July 23, 2025, at 1:30pm in the DWQ offices at 301 Jimmie Campbell Drive Lexington, KY 40511.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County

Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as <a href="mailto:special conditions">special conditions</a> 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:**

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

- Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20 Points
- 2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25 Points
- 3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15 Points
- Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.
   Points
- 5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 10 Points
- 6. Fee 20 Points

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

Questions shall be submitted via lonWave at: <a href="https://lexingtonky.ionwave.net">https://lexingtonky.ionwave.net</a>

### 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 Procurement 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, state	es under pena	alty of p	erju <b>r</b> y a	as follows:	
1. His/her name	e is					and he/she is the
individual sub of	mitting th	e proposal	or	s the	authorized	representative , the
entity submitting	g the propos	sal (hereinafte	er refei	red to a	s "Proposer"	).
Urban County (	Governmen d will maint	t at the time tain a "currer	the pro	posal i	s submitted,	exington-Fayette prior to award of e taxes and fees
<ol><li>Proposer w license, if applic</li></ol>		-			County Gove	rnment business
mentioned info	rmation with	h the Divisior	of Re	evenue	and to disclo	verify the above- ose to the Urban ness license has
of the Common	nwealth of K Proposer w	entucky withi	in the p	ast five	e (5) years an	aign finance laws ad the award of a aign finance laws
<ol><li>Proposer ha Lexington-Faye Act."</li></ol>						5 of the known as "Ethics

Continued on next page

Forth an Afficial according to accorde	
Further, Affiant sayeth naught.	
STATE OF	
COUNTY OF	
The foregoing instrument was subscribed	d, sworn to and acknowledged be
	on this the
, 20	on this the
, 20	on this the

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

### **EQUAL OPPORTUNITY AGREEMENT**

### Standard Title VI Assurance

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

#### The Law

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

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

\*\*\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is

both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

<u>Bidders</u>	
I/We agree to comply with the Civil Rights a minorities, women, Vietnam veterans, handical	Laws listed above that govern employment rights of pped and aged persons.
Signature	Name of Business

### WORKFORCE ANALYSIS FORM

Categories	Total	(N Hisp	nite lot panic or ino)		oanic atino	Blac Afric Ame (N Hisp or La	can- rican ot anic	Nat Hawa and C Pac Islar (N Hisp or La	aiian Other cific nder ot anic	(1 His	sian Not panic atino	Inc Ala N His	nerican dian or askan ative (not spanic Latino	ra ( His	vo or nore aces Not panic atino	То	tal
		М	F	М	F	М	F	М	F	М	F	М	F	М	F	М	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by:	Date:	<u></u>
	(Name and Title)	Revised 2015-Dec-15

### DIRECTOR, DIVISION OF PROCUREMENT 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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Propo	osal:		
Complete Address:	Street	City	Zip
Contact Name:		Title:	
Telephone Number: _		Fax Number:	
Email address:			



### MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business. The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women's Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <a href="https://lexingtonky.diversitycompliance.com/">https://lexingtonky.diversitycompliance.com/</a>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, <a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>.



# LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 20-2025

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

WBE/VOSB/SDVOSB	Performed	Total Dollar Value of the Work	% Value of Total Contract
	VVBL/ VO3B/3DVO3B	VVBE/ VO3B/3DVO3B FEITOITIEU	Value of

The undersigned company representative submits the above list of MDWBE and veteran 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 # 20-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.** 

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.					

and/or be subject to applicable	e Federal and State laws concerning laise statements and laise claim
Company	Company Representative
Date	Title

The undersigned acknowledges that any misrepresentation may result in termination of the contract



### DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

- 1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
- Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the
  past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or
  SDVOSBs to partner with on LFUCG contracts and procurements.
- 3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
- 5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

- 6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
- 7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
- 8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
- 9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
- 10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- 11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
- 12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
- 13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment,

- supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- 14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- 15. Other any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

### **OUTREACH EFFORTS EVALUATION**

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		Date:		
Project Name:		Project Number:		
Contact Name:		Telephone:		
Email:		_		
disadvantaged busing in the procurement p	nesses, minority-, women-, process and to promote eco	rprise Program is to facili veteran-, and service-disab onomic inclusion as a busin ayette Urban County Gover	led veteran-own ess imperative e	ed businesses
disabled veteran-ow of contracts with por Bidder/Proposer cer steps to ensure that service-disabled ve	ned businesses, must have ablic funds spent from centifies that it has taken, an small and disadvantaged teran-owned businesses, a	ses, including minority-, we an equal opportunity to be retain discretionary agreement of there are further opportunity to businesses, including minorare provided an equal opportunity rects resulting from this pro-	e utilized in the ents. By submit tunities will tak ority-, woman-, ortunity to con	e performance eting its offer, ee, reasonable veteran-, and
		s clause will not be consider or proposal to be rejected.	ered in any score	ed evaluation.
Is the Bidd	er/ Proposer a certified f	irm? Yes □ No □		
If yes, indicate all	certification type(s):			
DBE □	MBE □	WBE □	SBE □	VOSB/SDVOSB □
	of the certificate and/or ce te Program's (MBEP) cert	ertification letter if not curre ified list.	ently listed on th	e city's Minority
last two years tha		ser has had a contractual woman-owned, veteran-o		
Click or tap	here to enter text.			
2. Does Bidder/Pro	oposer foresee any subco	ntracting opportunities fo	or this procure	ment?
Yes 🗆	No □			

	please explain why in the field below. Do not complete the rest of this form and submit this e with your bid and/or proposal. Click or tap here to enter text.
If yes,	please complete the following pages and submit all pages with your bid and/or proposal.
	the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including VBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.
	the good faith and outreach efforts the Bidder/Proposer used to encourage the ation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and Bs:
	Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
	Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
	Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
	Bidder sponsored an Economic Inclusion Outreach event.
	Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
	Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
	Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
	Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
	Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
	Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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		

4870-1925-6809, v. 1

#### **GENERAL PROVISIONS**

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

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

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

#### B. At Will Termination

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

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

regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

- 17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
- 19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature	Date
	_



#### **REQUEST FOR**

#### **PROPOSALS FOR:**

# Town Branch Wastewater Treatment Plant Exterior Window Replacement Project Professional Services (Architectural Design Consultant)

**Department of** 

**Environmental Quality & Public Works** 

**Division of Water Quality** 

**July 2025** 

#### INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking a proposal from consultants who are expertly qualified in the performance of professional design services relating to building envelope improvements and renovation projects.

The purpose of these services is to assess the current conditions, review the existing drawings, and perform full architectural services to provide new insulated replacement of the exterior windows for the administration building.

There are approximately 63 existing operable double pane exterior windows that need to be evaluated for replacement. Architectural services shall include all incidental design services to carry out the design intent of the project as outlined above.

This project is funded through the Division of Water Quality. Per the attached projected project schedule, we will complete the project well within those timelines. LFUCG Project Management Group will take care of all administrative tasks and reporting, so there will not be any additional administrative time beyond your typical project approach.

The Town Branch Wastewater Treatment Plant is located at 301 Jimmie Campbell Drive – Lexington, KY 40504

The Project shall consist of Two Stages:

Stage 1: Design Stage

Stage 2: Construction Administration Stage



#### **PROJECT NARRATIVE**

This plant is located just inside New Circle Road off Old Frankfort Pike. It is near Town Branch Creek. The plant can treat up to 11 billion gallons of wastewater each year.

The plant, which opened in 1919, was one of the first sewage treatment plants in this part of the United States. The facility has been upgraded and expanded several times through the years. More upgrades are planned through 2026 as a part of Lexington's Consent Decree compliance measures.

Town Branch is designed to treat wastewater generated from approximately 60 percent of the city. The plant is designed for a flow of 30 million gallons daily but can treat a maximum daily flow of 64 million gallons.

The original building (not including the lab addition) is one-story totaling approximately 13,290sf. The facility also includes a kitchen, restrooms, lab, and offices for the Division of Water Quality.

The new exterior window units will need to replace the existing exterior window units in the current openings

The project may require some phased construction as the administration building shall remain

in operation throughout construction and is occupied 7 days/week. Design meetings with the LFUCG Division of Water Quality will be held to finalize the scope.

#### SCOPE OF BASIC SERVICES

#### **General Requirements:**

- a. Design Schedule See Project Schedule attached. The Consultant shall review and agree to the design schedule. Proposed deviations to the attached schedule shall be submitted in writing and agreed on by both parties. Schedule deviations that result in a request for time extension from the consultant at no fault of the Owner shall be at the Owner's discretion.
- b. Coordination the Consultant shall coordinate with the LFUCG Project Manager and other project consultants in all aspects of design and services. The Consultant shall provide written correspondence, copies of all documents, and all other project related items in the proper format as requested by the Owner. Unless authorized by the Owner, all project related communications shall be forwarded through the LFUCG Project Manager.
- c. **Deliverables** All design submittals shall consist of (2) hard copies and (1) digital PDF copy at all submissions prior to the Bid Phase, and (3) hard copies and (1) digital PDF at the Final Submission for ready to advertise Bid Documents. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half size sets of drawings as a portion of the required amount of hard copy sets per each submission.
- d. Owner Review Meetings/Presentation The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to the attached design schedule.
- e. Value Engineering shall be performed at the end of each design phase as necessary to meet the project budget.
- f. Authorization to Proceed Where multiple phases of work are outlined, the Consultant shall not proceed with the next phase or task of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued by letter from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

#### **STAGE 1: Design Stage**

The design stage of the project shall include all phases of design as outlined below. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, and provide all deliverables as outlined by the RFP per the design schedule. It is the Consultant's

responsibility to communicate the design intent and full scope of work pertaining to their area of expertise. The consultant shall seek ongoing and continual input from the Owner throughout each phase of the project.

Due to the limited scope of the project, the consultant may combine the schematic design and design development phases into one phase with a single set of deliverables at the Design Development Phase.

#### Phase 1: Schematic Design

Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary layouts and sizing of major components. Schematic Design services shall include review of existing building and site, existing drawings, and field verification as necessary to fulfill the design intent in regard to the work to be performed by the consultant. At the completion of the Schematic Design Phase the general design intent of the scope of work shall be expressed and evident.

#### **Phase 2: Design Development**

The Design Development Documents shall illustrate & describe the development of the approved Schematic Design Documents. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels. At the completion of the Design Development Phase the design intent of the scope of work shall be evident, and all major building systems within the scope of work shall be expressed in a clear graphical and/or written manner.

#### **Design Development Deliverables:**

Two full hardcopy sets, and one digital set of submission items are due as indicated on the attached design schedule unless approved otherwise. Consultants are required to present the submission in person or by Zoom at an Owner's review meeting.

#### **Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

#### **Outline Specification**

Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

#### **Phase 3: Construction Documents**

The Construction Documents shall illustrate & describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the complete design intent and full scope of work to be performed by the Consultant including all approved

alternates. Drawings and specifications shall be coordinated for quality and completeness. Completed construction documents shall convey the entire scope of work to be performed by the Consultant in a level of detail for quality construction that meets all applicable codes, regulations, and requirements.

#### **Construction Document Deliverables:**

- I. Two full hardcopy sets, and one digital set of submission items are due at the 98% submission as indicated on the attached design schedule unless approved otherwise. Consultants are required to present the submission in person or by Microsoft Teams at an Owner's review meeting.
- II. The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Procurement for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission to be advertised.

#### Phase 4: Bid Phase

The Division of Procurement will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Procurement during the Bid Phase. The consultant shall assist the Owner with clarifications, questions form bidders, and addenda pertaining to the scope of the project. The Pre-Bid Conference will be conducted by the Division of Procurement, LFUCG Project Manager and Consultant. The Bid Opening will also be conducted through the Division of Procurement and reviewed for recommendation to award by the Consultant. Consultant shall provide a certified bid tabulation, conduct checks with bidders' references, and provide a letter of award recommendation to the Owner.

#### **STAGE 2: Construction Administration Stage**

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has released the written Notice to Proceed (NTP) to the contractor. The Consultant shall continue to coordinate with the LFUCG Project Manager throughout the construction administration process, attend progress meetings as required, make site visits as required, and complete necessary observations, inspections, reports, and documentation pertaining to the scope of work to be performed by the Consultant. Duration of construction administration services will be based on both construction contract time, and completion of the original project scope. The Consultant will facilitate progress meetings, contractor coordination, distribution of meeting minutes, distribution of shop drawings, distribution of RFI's, processing change orders, final review and distribution of payment applications, etc. The Consultant shall be responsible for reviewing all necessary items in regard to the Consultant's scope of work and shall do so in a timely manner to avoid causing a project delay.

#### **Phase 1: Construction Administration Phase**

Construction Administration shall be lead throughout the Construction Stage by the Consultant and shall be responsible for administering the construction contract, maintain consistent and precise documentation, facilitate the project close out with assistance from all consultants, and facilitate proper coordination between all parties. Minimum Construction Administration services to be performed by the Consultant shall include the following:

#### ☐ Meetings (Pre-Construction, Progress Meetings, Pre-Installation, etc.):

Consultant shall attend all meetings upon request. Progress meetings and site observations shall be scheduled bi-weekly (every two weeks). Consultant shall attend all meetings and conduct site observation throughout construction pertaining to their scope of work, and upon request by the Project Architect. Consultant to submit written Field Reports to the Contractor and LFUCG Project Manager. Consultant shall be responsible for attending pre-installation meetings pertaining to their scope of work if applicable

#### ☐ Reviews:

Pertaining to the scope of work to be performed by the Consultant, the Consultant shall review Schedule of Values (SOV), Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Closeout Documents, and all other correspondence pertaining to the Consultant's scope of work. Consultant shall review Submittals and RFI's within 10 calendar days of receipt unless authorized otherwise. The goal is to turn all submittals and RFI's around within ten (10) business days of receipt.

#### ☐ Inspections:

Consultant shall inspect their full scope of work to assist in determining Substantial Completion. Consultant shall conduct a second inspection of their full scope of work to assist in determining Final Completion after all Punch List items have been corrected. Consultant shall provide both a Punch List, and a Back-Punch List containing completion dates for each punch-item.

#### ☐ Supplemental Drawings:

Supplemental drawings shall be required to clearly communicate the full scope of work, when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

#### □ Record Drawings:

The Consultant shall collect the Contractor's marked-up drawings (As Built Drawings) and will distribute the As Built Drawings to the Consultants per their scope of work. Consultant shall be responsible for digitally updating their scope of work, and shall provide one hard copy set, and a digital file containing both CAD and PDF format of the Record Documents.

#### **Construction Administration Deliverables:**

 Consultant shall submit Record Drawings/ Documents within (30) days of receipt of Contractor's structural mark-ups (As Built Drawings). Consultant shall provide: (1) PDF file of Architectural Drawings, (1) PDF File of Architectural specifications, CAD files of all drawings and specifications.

#### **SELECTION PROCESS**

All responses to this Request of Proposal will be reviewed and evaluated per LFUCG Purchasing Procedures and Thresholds.

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

#### **SCORING CRITERIA**

	Total Points
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	10
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	10
Fee	20
Final Technical Score	100

#### Project Timeline For Town Branch Wastewater Treatment Plant Exterior Window **Replacement Project** Task **Duration** 1 Days **RFP** Issued 21 RPF - Responses Due Days RFP Evaluation and A/E Recommendation 7 Days N.T.P. & P.O. 7 **Days** 60 Days Design On-Site Review & Field Verification 18 Days Schematic Design / Design Development Phase **Days** Final Design Development Deliverables Due 4 Days 42 **Construction Document Phase** Days 11 Construction Document 98% Submission Day Owner Review of CD Phase 4 Days 4 **Owner's Construction Documents' Comments Incorporated** Days 1 100% Construction Documents Ready to Advertise Submission Day **Advertisement & Award** 64 Days 4 **Compile Bid Documents** Days Advertise for Bids 28 Days **Pre-Bid Meeting** 1 Day 1 Day **Bids Due Bid Review & Selection** 3 Days 0 Days Approved in Legistar Date 1 Council WS Day Council 1st Reading (Double Reading Approval) 1 Day 7 Construction Contract Execution/ P.O. Days 210 Days **Anticipated Construction Pre-Construction Meeting** 1 Day 203 Days Construction

1

7

Day

Days

**Substantial Completion** 

**Final Completion** 

#### FORM OF PROPOSAL

# Consultant Design Services for the Town Branch Wastewater Treatment Plant Exterior Window Replacement Project

## Architectural Design

#### Consultant:

Request for Proposal Form of Proposal

		of Proposal	
Co	nsu	ltant:	_
Ad	dre	ess:	_
Ge	ner	al:	
	a.	The undersigned Consultant, having read and examined the complete Reand associated documents, affirms agreement to complete all work in accontract documents.	
2.	Su	bmittal Requirements:	
	a.	Cover letter stating interest in the project by an officer of the company to commit their firm to the proposed project.	who has authority
3.	Lu	ımp Sum Pricing:	
	a.	All Lump Sum Pricing shall include all direct labor and supervision need the item in a manner that meets or exceeds the customer's satisfaction. If the labor payroll costs, overhead (such as unemployment taxes, general rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick a disposal fees, tool allowance, equipment, materials, travel/mileage, prand all other costs used on the job.)	t shall also include liability insurance, and vacations, etc.
	b.	Provide a firm Lump Sum Cost for providing the LFUCG with service Request of Proposal.	ees as noted in the
De	sigr	1 Stage (Total Services Below)	\$
		Schematic / Design Development Phase: (percentage of total lump sum)	\$%
		Construction Documents Phase: (percentage of total lump sum)	\$%
		Bid Phase: (percentage of total lump sum)	\$%
Co	nsti	ruction Administration Stage (Total of Services Below)	\$

Construction Administration Phase: (percentage of total lump sum)		\$%				
Total Consulting Services		\$				
4. Payment for Additional Services: Additional Services shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, travel/mileage, printing cost, profit, and all other costs used on the job.						
Title/Skill Level	Hourly Rate					
	\$/HR					
<u> </u>	\$/HR					
F	\$/HR					
·	\$/HR					
82	\$/HR					
(=	\$/HR					
<u> </u>	\$/HR					
a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).						
Signature	Name					

Date

Title

#### **ATTACHMENT: B**

#### CONSULTANT SERVICES AGREEMENT

THIS	IS	AN	AGRI	EEME	NT made	e as of				2025,	between	the
LEXI	NGT	ON-F	AYET	TE	URBAN	COUNTY	GOVE	RNME	NT	(OW	(NER)	and
					(C	<b>ONSULTAN</b>	Γ). <b>OW</b> N	NER in	itends	to	proceed	with
						es as describ						
docun	nent.	The s	service	s are to	o include t	the preparation	n of Scher	matic D	esign l	Docu	ments thr	ough
Const	ructio	n Do	cumen	ts, Bio	dding, and	Construction	Administ	ration for	or the	const	truction o	f the
Town	Brai	nch V	Vastew	ater T	reatment	Plant Windo	w Replace	ement P	rojec	t as co	ontemplat	ed in
the O	WNE	CR's l	Reques	t for P	roposal No	o. 20-2025. T	ne services	s are her	reinaft	er ref	erred to a	is the
Projec	t.											

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

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 20-2025.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

#### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 20-2025. (Exhibit "A"), and Consultant's Response dated <u>July 23</u>, <u>2025</u> (Exhibit "B"). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 20-2025. (Exhibit "A").

After written authorization to proceed with the Evaluation and Recommendation Phase, CONSULTANT shall:

- 1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to \_\_ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 20-2025 are incorporated herein by reference as if fully stated.

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

- 2.1. The OWNER may desire to have the CONSULTANT perform work or render services in connection with this Project other than as provided by Exhibit "A" of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the OWNER gives written authorization. Should the OWNER find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the CONSULTANT shall make such revisions as directed, in writing, by the OWNER. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

#### **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 its 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 Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICES**

- **4.1.** See Exhibit "A" for the project timeline/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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

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

#### 6.1 Methods of Payment for Services of CONSULTANT

#### 5.1.1 For Basic Services.

#### Lump Sum Pricing

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

Design Stage (Total Services Below)	\$
Schematic Design Phase: (percentage of total services)	\$%
Design Development Phase: (percentage of total services)	\$%
Construction Documents Phase: (percentage of total services)	\$%
Bid Phase: (percentage of total services)	\$%
<b>Construction Administration Stage</b>	\$
(percentage of total services)	
Total Architectural/ Engineering Services	\$

#### 5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

#### **Unit Pricing**

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level	Hourly Rate
Principal Architect	\$/HR
Project Architect	\$/HR
Project Manager_	\$/HR
Project Associate	\$/HR
	\$/HR
-	\$/HR

#### 1.7. Times of Payment.

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

#### 1.8. 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 an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **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, and the amount to be paid shall be determined by the **OWNER**.
- **5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

#### SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

#### 1.15. Termination

- 6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.
- **6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

#### 1.16. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to 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**.

#### 1.17. 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 which 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, defend, and hold OWNER harmless therefrom.
- **6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

#### 1.18. Successors and Assigns.

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

#### 1.19. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of

payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

#### 1.20. 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 architects and 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 Drawings and Specifications have been accepted by the OWNER, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the CONSULTANT, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the OWNER, the CONSULTANT has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of CONSULTANT to provide the expected level of accuracy may be grounds for the OWNER to disqualify CONSULTANT from consideration for future CONSULTANT service agreements.

#### 1.21. Security Clause.

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

#### 1.22. Access to Records.

The CONSULTANT and its sub-CONSULTANTS shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the OWNER, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the OWNER to disqualify the CONSULTANT from consideration for future CONSULTANT service agreements.

#### 1.23. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2018 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

#### SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the 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 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**

- 1.9. This Agreement is subject to the following provisions.
- 8.1.2. Pursuant to subparagraph 3.4 of this Agreement, OWNER has assigned the appropriate Lexington-Fayette Urban County Government employee (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 their 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 their designee. The CONSULTANT shall look only to the OWNER'S Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon OWNER. OWNER shall respond to written requests by CONSULTANT within thirty (30) days.

<b>IN WITNESS WHEREOF</b> , the parties hereto have made and executed this Agreement as of the day and year first above written.						
OWNER:	CONSULTANT:					
·						
<del></del>						

### **EXHIBIT B**

#### **CERTIFICATE OF INSURANCE**



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

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(les) must have ADDITIONAL INSURED provisions or 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).

COVERAGES  CERTIFICATE NUMBER: 1435180542  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PROJECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM OR CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAND CLAIMS.  BERR TYPE OF BISURANCE ISSUED AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAND CLAIMS.  A X COMMERCIAL GENERAL LIABILITY Y Y B 7013135370  Z725/2025  Z725/2025  EACH OCCURRENCE S 2.000,000  MED EXP (Any one person) \$ 1,000,000  MED EXP (Any one person) \$ 10,000  PERBONAL & ADV INJURY (Por person) \$ 10,000  PERBONAL & ADV INJURY (Por person) \$ 1,000,000  OTHER  A AUTOMOBILE LIABILITY Y Y B 7013135370  Z725/2025  AUTOMOBILE LIABILITY Y Y B 7013135370  Z725/2025  Z725/2026  COMBINED SINCLE LIMIT S 1,000,000  PRODUCTS - COMPIOP AGG S 4,000,000  PERBONAL & ADV INJURY (Por person) S 1,000,000  PRODUCTS - COMPIOP AGG S 4,000,000  PRODUCTS - COMPI	WESTPOI-00 MISURER 8: American Casualty Company Of Reading. 20427  MISURER 0: MISURER 6: INSURER 6: INSURER 6:
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DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be ettached if more space in required)	101, Additional Remarks Schedule, may be attached if more spece is required)
CERTIFICATE HOLDER CANCELLATION	CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2016/03)

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#### **EXHIBIT C**

# PROPOSAL OF ENGINEERING SERVICES AND RELATED MATTERS

# West Point Engineers LLC (WPE) Response to:

RFP #20-2025 Architectural Design Consultant Services: Window
Replacement
Lexington, KY
1 August 2025



#### POC

Sarah Bitner sarahbitner@westpointengineers.com 765-635-0216

This response includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this response. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in the data if it is obtained from source without restriction. The data subject to this restriction are contained in all sheets of this response.





The structure of this document is as follows:

- 1. Firm Profile
- 2. Capabilities statement
- 3. Professional Qualifications
- 4. Understanding of Project
- 5. Capacity
- 6. Past Performance
- 7. Local Employment
- 8. Fee
- 9. Required Forms

#### 1. WPE Company Profile

Point of Contact: Sarah Bitner; Director of Marketing, WPE

Phone Number: (765) 635-0216

Email Address: sarahbitner@westpointengineers.com

Mailing Address: 1941 Bishop Lane, Suite 400 Louisville, KY 40218

Company Name: West Point Engineers LLC (WPE)

**UEI:** DEJEN69ZLAX5

**DUNS number:** 792397866; **CAGE Code:** 742E0

Office Locations: Louisville, KY – MAIN

Herndon, VA, Brandon, FL, Katy, TX, Fort Payne, AL, Sunfield, MI – BRANCHES

Company Size: WPE is a SMALL BUSINESS in all NAICS codes

Designations, Certifications: SBA certified SDVOSB

NAICS Codes: 5413, 541310, 541320, 541330, 541340, 541600, 541611, 541990, and more.







#### 2. Capabilities Statement

#### **Company Overview**

West Point Engineers (WPE) is a Service-Disabled Veteran Owned Small Business (SDVOSB) and a proud veteran owned company. Founded in 2006 WPE's focus is on providing innovative and unmatched design services across all industries.

SERVICE-DISABLED VETERAN-DWNED CERTIFIED





West Point Engineers is the only Kentucky AND Federal Certified
Service Disabled Veteran Owned Small Business Architecture or Engineering Firm.

#### Mission

At WPE, our mission is to leverage our expertise in Architecture and Engineering to contribute to the betterment of society's infrastructure. As a SDVOSB, we are driven by a commitment to excellence and innovation, aiming to provide top-tier design, project management, and engineering solutions across various sectors. With a focus on delivering outstanding results, we dedicate ourselves to enhancing the built environment, all while maintaining our dedication to serving military, veteran, and community needs.

#### Goal

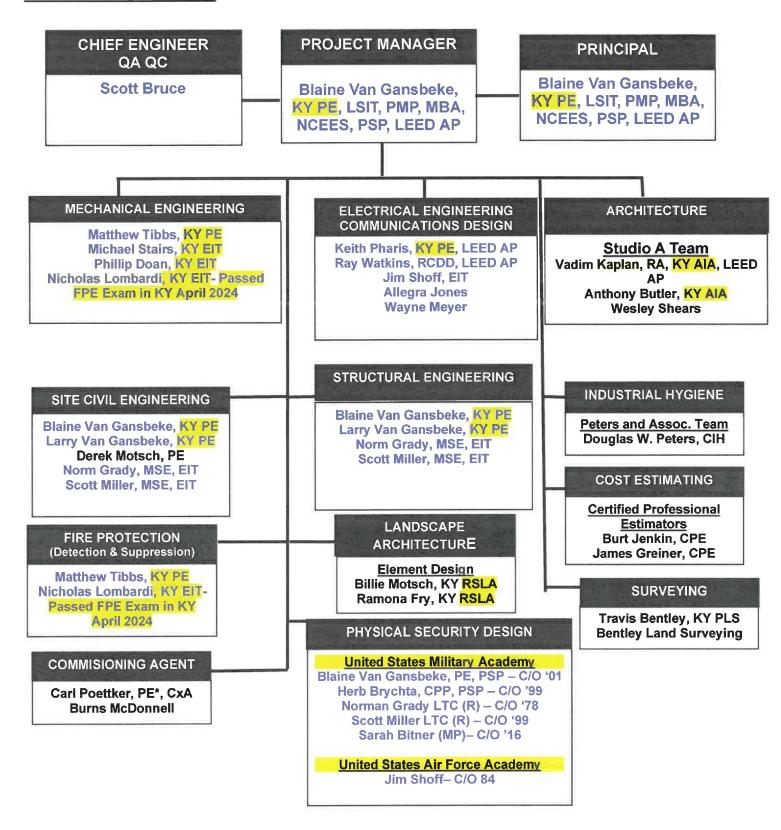
At WPE, our aspiration is to excel as a prominent player in engineering endeavors with a profound impact on healthcare infrastructure and broader societal development. By leveraging our expertise and nurturing innovation, we are dedicated to shaping the foundation that supports healthier communities and drives positive change. Through the delivery of cutting-edge Architecture and Engineering solutions, our goal is to contribute significantly to the advancement of projects, ensuring excellence, sustainability, and enduring value for healthcare and society at large.

#### **About Us**

At WPE, we envision a future where our commitment to excellence and service leads the way in transforming the infrastructure of our nation. With a focus on Architecture and Engineering Design, Project Management, and Force Protection Design, we are driven by our passion for continuous improvement and our commitment to serving our communities. WPE is especially committed to serving Veterans and the DoD community. WPE is poised to play a pivotal role in shaping the future of infrastructure in our communities; embodying the values of integrity, excellence, and service in every endeavor we undertake.



#### 1. Professional Qualifications



#### Military Veteran Design Team

Jim Bush-Retired Air Force National Guard Stationed at Louisville International Airport

Jim Shoff, US Air Force Academy Graduate, Electrical Engineer, Helicopter and Drone Pilot

**Craig McGuffey-Retired US Navy** 

Sarah Bittner, MBA, Female Veteran, Military Police Officer at Fort Knox, West Point Graduate

Norman Gray, LTC (R) 30 years active duty US Army Corps of Engineers, West Point Graduate and Former West Point Structural Engineering Instructor

Scott Miller, LTC (R ) 24 years active duty US Army Corps of Engineers, West Point Graduate and Certified Army Scuba Diver

Herb Brychta, PSP, CPP- West Point Graduate/ Security Specialist US Army Veteran

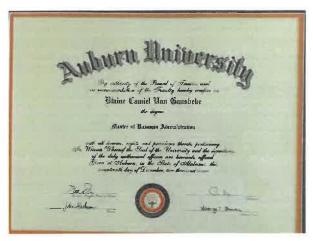
Blaine Van Gansbeke, PE, PSP- US Army Corps of Engineer Veteran West Point Graduate

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MANDATORY USE DATE OF FORM 6/2004

STANDARD FORM 330 (1/2004) PAGE 5

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			E for each key pe	rson.)				
	NAME		HIS CONTRACT		14. YEAR	S EXPERIENCE  b. WITH CURRENT FIRM		
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KY	LSIT, MBA, NCEES Certified	Engine	er/Proj <b>ect</b> N	Ianager/Physical				
			Security S	pecialist				
	FIRM NAME AND LOCATION (City and State)					0:		
W	est Point Engineers - Louisville, KY; Herr	idon, VA; D	Dallas, PA, B	randen, FL; Sunfield,	, MI; Katy,	TX; Fort		
Pa	yne, AL; Westport, CT							
	EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT	PROFESSIONAL REGISTRAT	ION (STATE AND	DISCIPLINE)		
BS	Civil Engineering with specialization in St	ructural	Kentucky,	Florida, Michigan, Ohio, Indiana, New York,				
	vil Engineering, West Point Military Acader		Louisiana,	Virginia, Texas, Peni	nsylvania, l	North		
	BA, Auburn Lowder	2		Professional Engineer				
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An	industry leader in Federal Design, Mr. Van Gar	nsbeke has be	een an industr	v leader in his field for	years. He i	s a federal		
des	sign expert with years of experience designing p	rojects for th	e Corps of Er	gineers, the VA, Resid	ential and C	ommercial		
Cli	ents. His certifications, professional licenses, a	nd work expe	erience set hir	n apart from his peers.	Bronze Star	Recipient.		
			IT PROJECTS					
	(1) TITLE AND LOCATION (City and State)				R COMPLETED			
- 1	Project #518-22-109 Building #3 Renova	tion of Kitc	hens and	PROFESSIONAL SERVICES	CONSTR	UCTION (If applicable)		
	Computer Suite	2022-2024						
ı	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC	Check if project performed with	current firm					
a.	Provide all professional architectural and engineering (A/E) services necessary to develop complete construction							
	drawings, specifications, cost estimates, pro-	oject phasin	gs, site visits	s and construction per	riod admini	istration		
	associated with a full building renovation.	The project	will also ad	dress sustainability at	nd energy e	efficiency by		
	replacing failing HVAC systems	The project	, will also aa	areos oustainasinty ar				
$\dashv$	(1) TITLE AND LOCATION (City and State)			(2) YEA	R COMPLETED			
	AE - Replace HVAC B61 CLC Tuscaloo	PROFESSIONAL SERVICES		UCTION (If applicable)				
	-	2022-2025						
b.	Center 2022-2023 (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm							
D.	The A/E team including architects, engine	ers. survevo	ors, and profe			e design		
	The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water							
	System of Building 61.							
$\dashv$	(1) TITLE AND LOCATION (City and State)			(2) VEA	R COMPLETED			
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C.	The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non							
	emergency paging within buildings contain							
	New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout							
	he various buildings on campus. The new conduit system was painted red in color.							
		Conduit syst	tem was pan					
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	Chillicothe Ohio VA Medical Center A/I	er	2023-2025	CONSTR	oction (ii applicable)			
	Replacement							
ا ہ	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC		26 1111	Check if project performed with	n current firm			
d.	This project will replace an existing chiller at building 26 which has exceeded its useful							
	life. This project will also install a second of							
	source of chilled water. This project will in							
	connect the new chillers installed building	26 to the ex	isting single	chiller at building 27	for redunc	lancy.		





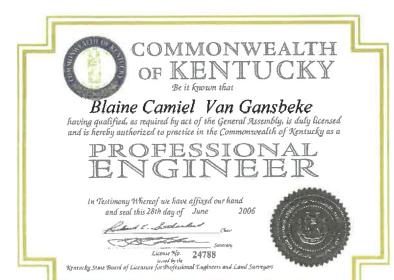
COMMONWEALTH OF KENTUCKY

Permit be it known that West Point Engineers

hus met all the requirements of law and is hereby zuthorized to practice Engineering in the Commonwoodth of Kentucky.

In witness whereas full have faut over human scal bids. 11th hay of Assessi, 2005

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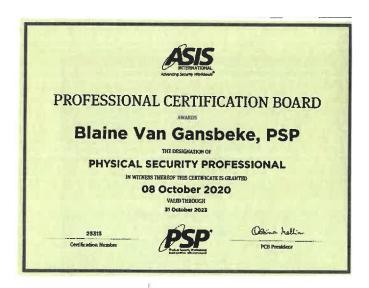




Kentucky State Board of Licensure

for Professional Engineers

and Land Surveyors





04 NOV 2022

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## Blaine Van Gansbeke, PE, PMP, LSIT, MBA

MASATTAINSA PHI DESIGNATION OF

LEED Green Associate\*\*

by demonstrating the knowledge and understanding or green building practices and principles needed to the second of the second of the program





	F KEY PERSONNEL (Complete one Section		OR THIS CONTRACT person.)		
12. NAME	13. ROLE IN THIS	CONTRACT			EXPERIENCE
Scott D. Miller LTC(R), MSE, EIT,	Structural Civi	l Engineer/	Physical Security	a. TOTAL	b. WITH CURRENT FIRM
PMP, PMI-ACP	Specialist			24	2
15. FIRM NAME AND LOCATION (City and State)					
West Point Engineers - Louisville, KY;	; Herndon, VA; D	allas, PA, B	randon, FL; Sunfield	, MI; Katy,	TX; Fort
Payne, AL; Westport, CT					
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURREN	T PROFESSIONAL REG	ISTRATION (	STATE AND
Bachelor of Science in Civil Engineering	. United States	DISCIPLINE)			
Military Academy (USMA), West Point;			versity of the State of New York Intern		
Master of Science in Civil Engineering, M		Engineer (	r (EIT Certificate # 078887)		
University of Science and Technology (N					
US Army Engineer Officer Basic Course	Fort Leonard				
Wood MO					
18. OTHER PROFESSIONAL QUALIFICATIONS					
Project Management Institute (PMI) Proje	ect Management P	rofessional (	PMP # 3457029)		
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	19. RELEVAN	T PROJECTS			
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Computer Suite			2022-2024	1 applicabl	e)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		Check if project performed with	h current firm	

	19. RELEVANT PROJECTS				
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COI			
	Project #518-22-109 Building #3 Renovation of Kitchens and	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
	Computer Suite	2022-2024	applicable)		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre			
a.	Provide all professional architectural and engineering (A/E) service	es necessary to develop co	omplete construction		
	drawings, specifications, cost estimates, project phasings, site visits	and construction period	administration		
	associated with a full building renovation. The project will also ad-	dress sustainability and e	nergy efficiency by		
	replacing failing HVAC systems				
_	(1) TITLE AND LOCATION (City and State)	(2) YEAR COI			
	AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical	PROFESSIONAL SERVICES	CONSTRUCTION (If		
	Center	2022-2025	applicable)		
Ь.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre			
υ.	The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design				
	services for the development of specifications and drawings to repair or replace parts of the Chilled Water				
	System of Building 61.				
_	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED			
	Biomed Correct Air Deficiencies and Renovate Biomed Space	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
	Birmingham, AL VA Medical Center	2024-2025	applicatie)		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre	ent firm		
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	The purpose of this project is to provide new fire alarm, voice evac	uation, mass nouncation	allu illili		
	emergency paging within buildings containing patients. Non-patie	ent buildings shall be fire	aiarm omy		
	New fire alarm junction boxes, conduit system (Electrical Metallic	c Tubing) and wiring we	re located throughout		
	the various buildings on campus. The new conduit system was pair	ited red in color.			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO PROFESSIONAL SERVICES	CONSTRUCTION (If		
	Chillicothe Ohio VA Medical Center A/E B26 Chiller	2023-2025	applicable)		
	Replacement				
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre	ent firm		
d.	This project will replace an existing chiller at building 26 which ha				
	life. This project will also install a second chiller at building 26 to s	serve as a redundant back	cup		
	source of chilled water. This project will install a new direct buried	l chilled water supply and	l return system to		
	connect the new chillers installed building 26 to the existing single	chiller at building 27 for	redundancy.		
	Connect the new connects making a darkening 20 to the constant				

#### 31E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.) 14. YEARS EXPERIENCE 13. ROLE IN THIS CONTRACT 12. NAME b. WITH CURRENT FIRM Norman M. Grady MSE, EIT, LTC (R) Senior Structural Engineer/Physical 31 Security Specialist 15. FIRM NAME AND LOCATION (City and State) West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND 16. EDUCATION (DEGREE AND SPECIALIZATION) University of Texas • PhD Studies (completed all Engineer-in-Training, Commonwealth of coursework), Civil Engineering -Structures Virginia University of Texas • Master of Science in Engineering, Computational Mechanics (Finite Elements Analysis) US Military Academy - West Point. NY • Bachelor of Science, Engineering Mechanics 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) CERTIFICATIONS: US Government Security Clearance (Secret, with prior Top Secret-SCI w/Polygraph - Expired) Contracting Officer Representative, Defense Intelligence Agency PROFESSIONAL AFFILIATIONS: Society of American Military Engineers (Life Member, 2004 Past Post President, Chicago Post); National Society of Professional Engineers (2005 National Conference Keynote Speaker, Chicago; IL; 2006 FE Refresher Course Instructor, Alexandria, VA); Army Engineer Association (Life Member) Military Officers Association of America (Life Member) Instructor Structural Engineering- United States Military Academy @ West Point; Retired Army Corps Of Engineer Officer 19. RELEVANT PROJECTS (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED Replace Elevators Building 200 & 200E VA Medical Center PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2022 Togus, Maine (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☑ Check if project performed with current firm The Architect/Engineer to provide all professional architectural and engineering (A/E) services necessary to develop complete drawings, specifications, cost estimates, construction schedules, project phasing, investigations, site visits, and construction period services associated with providing a complete construction design package to evaluate and replace, if required, all elevator equipment (Elevators 1, 2, 3, 4, and 5) in building 200 and 200E but excludes elevator 6 in building 200E. (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED CONSTRUCTION (If PROFESSIONAL SERVICES Replace/Upgrade Medical Gas System VA Medical Center applicable) 2022 Birmingham, AL VAMC (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☑ Check if project performed with current firm The Architect/Engineer (A/E) shall provide professional technical services, including construction period and commissioning services for the complete design for Project No. 521-21-106, Replace/Upgrade Medical Gas System. The purpose of this project is to address identified failing plumbing facility conditions. Project will

(1) TITLE AND LOCATION (City and State)
Project #502-21-104-A/E Replace Building 7 Roof
PROFESSIONAL SERVICES CONSTRUCTION (If applicable)

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
The Architectural/Engineering Consultant (A/E) shall provide all architectural and engineering services

correct specific identified failing FCA issues associated with medical gases that are in need of correction.

The Architectural/Engineering Consultant (A/E) shall provide all architectural and engineering services necessary to prepare complete contract documents consisting of specifications, drawings, and any other documents for bidding purpose and A/E construction period services for preparation of construction documents, cost estimates and other items as indicated to accomplish the replacement of the roof and gutters for building 7.

186	E. RESUM	ES OF KEY PERSONNEL I				
12	NAME	(Complete one Section E 13. ROLE IN THIS CON		rson.)	14. YEA	RS EXPERIENCE
Charles James (Jim) Shoff, EIT  Electrical Engineer					a. TOTAL	b. WITH CURRENT FIRM
					37	2
15.	FIRM NAME AND LOCATION (City and State) est Point Engineers - Louisville, KY	. Hamdan VA. D	ollos DA D	rondon EI : Sunfield	MI. Kats	TY: Fort
		, Heridon, VA, De	anas, FA, D	randon, TL, Sunned,	ivii, ixaty	/, 17A, POIL
	yne, AL; Westport, CT EDUCATION (DEGREE AND SPECIALIZATION)	T	17 CURRENT I	PROFESSIONAL REGISTRATIO	N (STATE AN	ND DISCIPLINE)
	schelor of Science in Electrical Engine	ering United	EIT, Color		<b>311</b> (077172717	io oroni Eme
	ates Air Force Academy, Colorado Spi	-	Lii, coici			
	OTHER PROFESSIONAL QUALIFICATIONS (Publication		wards, etc.			
PM	O lead personally responsible for successful	delivery on a multitude	e of Federal pr	ojects/programs to include	»:	
Fed	deral Aviation Administration, United States A	Air Force (USAF), US	Courts, Defer	ase Finance and Accountin	g Service (	Prime Contractor
PM	1), Boeing Aircraft Company (Prime PM), The	Centers for Medicare	& Medicaid S	Services, The U.S. Departm	nent of Vet	erans Affairs
Pro	jects / Programs managed include incorporati	ing various complex so	olutions while	enhancing the overall cust	omer expe	nence.
3/8		19. RELEVANI	F PROJECTS		OUT THE	
	(1) TITLE AND LOCATION (City and State)				COMPLETED	
	Project #518-22-109 Building #3 Re	enovation of Kitcl	hens and	PROFESSIONAL SERVICES	CONST	RUCTION (If applicable)
	Computer Suite			2022-2024		
.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm					
а.	Provide all professional architectural and engineering (A/E) services necessary to develop complete construction					
	drawings, specifications, cost estimates, project phasings, site visits and construction period administration					
	associated with a full building renovation. The project will also address sustainability and energy efficiency by					
	replacing failing HVAC systems				001101	
	(1) TITLE AND LOCATION (City and State)	and AT X/A N	Madical	PROFESSIONAL SERVICES	COMPLETED	RUCTION (If applicable)
	AE - Replace HVAC B61 CLC Tus	scaioosa, AL VA	vieuicai	2022-2025	J Conton	(appsas.s)
	Center (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SDECIFIC BOILE		Check if project performed with o	urrent firm	
b.	The A/E team, including architects, e	engineers, surveyor	s, and profe	essional consultants sh	all provid	de design
	services for the development of speci					
	System of Building 61.	illeations and aran	mgs to repu	or correspondence of the		
_	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED	)
	Biomed Correct Air Deficiencies a	nd Renovate Bion	ned Space	PROFESSIONAL SERVICES		RUCTION (If applicable)
	Birmingham, AL VA Medical Cen			2024-2025		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE		Check if project performed with	current firm	
c.	The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non					
	The purpose of this project is to prov	ide new fire alarm,	, voice evac	uation, mass notificati	on and n	on
	emergency paging within buildings containing patients. Non-patient buildings shall be fire				ire alarm	only
	New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout					ated throughout
_	the various buildings on campus. The	e new conduit syste	em was pain	ited red in color.	AANDI ETER	
	(1) TITLE AND LOCATION (City and State)	on A/E D16 Chille		PROFESSIONAL SERVICES	COMPLETED	RUCTION (If applicable)
	Chillicothe Ohio VA Medical Cent	er A/L D20 Chine	er.	2023-2025		,
	Replacement (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SDECIFIC BOILE		Check if project performed with	current firm	
d.	This project will replace an existing	chiller at building	26 which ha		<del></del>	
	life. This project will also install a se	cond chiller at buil	lding 26 to s	serve as a redundant h	ackun	
	source of chilled water. This project	will install a new d	lirect buried	chilled water supply	and return	n system to
	connect the new chillers installed but					
	Commerciale from chimers insuring but	Tamb 20 to the OAL	OTHER SHIP	THE CONTRACTOR AT		

#### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.) 14. YEARS EXPERIENCE TOTAL b. WITH CURRENT FIRM **12. NAME** 13. ROLE IN THIS CONTRACT Larry Van Gansbeke, KY PE, MBA Chief Engineer 42 15 Structural/Site Civil Engineer/ Blast **Protection Structural Engineer** 15. FIRM NAME AND LOCATION (City and State) West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) BS Civil Engineering with specialization in Structural Kentucky #10397, Michigan, Professional Engineer Civil Engineering, Michigan State University Civil Engineering MBA, University of Louisville 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) 40 Years of Structural Engineering, Civil Engineering, Project Management, and Construction Management of Green Energy Projects of more than \$250 million. (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If Project #518-22-109 Building #3 Renovation of Kitchens and applicable) 2022-2024 **Computer Suite** (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems (2) YEAR COMPLETED (1) TITLE AND LOCATION (City and State) PROFESSIONAL SERVICES CONSTRUCTION (If AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical applicable) 2022-2025 Center (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61. (2) YEAR COMPLETED (1) TITLE AND LOCATION (City and State) PROFESSIONAL SERVICES **CONSTRUCTION** (If Biomed Correct Air Deficiencies and Renovate Biomed Space applicable) 2024-2025 Birmingham, AL VA Medical Center (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm C. The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color. (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If Chillicothe Ohio VA Medical Center A/E B26 Chiller applicable) 2023-2025 Replacement Check if project performed with current firm (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE This project will replace an existing chiller at building 26 which has exceeded its useful

life. This project will also install a second chiller at building 26 to serve as a redundant backup

source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

12	E. RESU	MES OF KEY PERSONNEL PRO (Complete one Section E for				10000000000000000000000000000000000000
12.	NAME	13. ROLE IN THIS CONTRA			14. YEAR	RS EXPERIENCE
W	ayne Meyer	Electric	cal Desig	ner	a. TOTAL	b. WITH CURRENT FIRM
			~		31	1
	FIRM NAME AND LOCATION (City and St					
	est Point Engineers - Louisville,		s, PA, B	randon, FL; Sunfield,	MI; Katy	, TX; Fort
	yne, AL; Los Angeles, CA; Westpo					
	EDUCATION (DEGREE AND SPECIALIZATIO	·		T PROFESSIONAL REGIS	STRATION	STATE AND
	S, Electrical Design for Construction	II, Alloka	CIPLINE)			
	ocational Technical Institute, Anoka					
	OTHER PROFESSIONAL QUALIFICATI			pards, etc.)		
	ember of Institute of Electrical and I	_				
M	ember Illumination Engineers Socie				16	
		19. RELEVANT PI	ROJECTS	(A) NEAD	COMPLETI	
	(1) TITLE AND LOCATION (City and State)	ing 100 Iomas II Quill	lon V/A	PROFESSIONAL SERVICE		FRUCTION (If
	Remove Old Switchgear – Build		ien VA	2014-2015	applical	
	Medical Center, Mountain Hom	•				2015
	(3) BRIEF DESCRIPTION (Brief scope, size, co.	st, etc.) AND SPECIFIC ROLE		Check if project performed w		
a	Electrical Designer for this projec	t, design for the removal	of existing	ng pad-mounted switc	hgear at	the exterior of
•	existing Building 108. The new fu	ıll design removes all of 1	the existi	ng switchgear and int	egral enc	losure and
	replaces it with a new above-grade	e junction box at the loca	tion of th	ne existing incoming f	eeders fo	r splicing the
	two sets of 3#500Kcmil and 1#4 g	ground. The new junction	n box wi	ll be mounted to the e	xisting co	oncrete pad.
		-				
	(1) TITLE AND LOCATION (City and State)				COMPLETI	
	Correct Electrical Deficiencies,	Veterans Affairs Medic	al	PROFESSIONAL SERVICE	S CONS'	TRUCTION (If
	Center, Bay Pines, Florida			2012-2015		2014-2015
b	(3) BRIEF DESCRIPTION (Brief scope, size, co.	st. etc.) AND SPECIFIC ROLE		Check if project performed w		
	Electrical Designer for the design	of a full set of constructi	on docur	ments that will upgrad	e and im	prove security
	camera systems at the West 10th S	Street facility (Building 1	) and at	the Veteran House on	Cold Spr	ring Road
	(Building 42).	5	/			
	(Building 12).					
_	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETI	ED
	Upgrade Security Camera Syste	ems, Richard L. Roudel	oush	PROFESSIONAL SERVICE		TRUCTION (If
	Veterans Affairs Medical Cente			2013-2015	applica	2014 <b>-</b> 2015
				Chack if project performed u		
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  Electrical Designer for the design of a full set of construction documents that will upgrade and improve security					
	camera systems at the West 10th S	Street facility (Building 1	) and at	the Veteran House on	Cold Spr	ring Road
		Street facility (Building 1	) and at	ine veteran House on	Cold Spi	ing Road
	(Building 42). (1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETI	ED
	Install PIV Card Readers, Rich	ard L. Roudehush Vete	rans	PROFESSIONAL SERVICE	S CONS	TRUCTION (If
	Affairs Medical Center, Indian			2013-2015	applica	
	Anans vicultar Center, Indian	abone, m				2014-2015
_	(3) BRIEF DESCRIPTION (Brief scope, size, co.	st, etc.) AND SPECIFIC ROLE		Check if project performed v		
d u	Electrical Designer for the design	of a full set of construct	ion docu	ments to upgrade and	improve	the PIV Card
	readers at this VA. Paradigm eval	uated the existing PIV C	ard syste	m to ensure complian	ce with th	ne security
	requirements as outlined in the De	anartment of Veterans At	foirs VA	Handbook 00730/2 a	nd the "N	dissipa Critical
	requirements as outlined in the De	sparument of veterans A	lans va	a mandook oo i soiz a	na are n	dission Critical

#### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME

Anthony M. Butler, Kentucky AIA

13. ROLE IN THIS CONTRACT

**Project Architect & Interior Designer** 

14. YEARS EXPERIENCE a. TOTAL

18

15. FIRM NAME AND LOCATION (City and State)

Studio A Architecture, Inc. Louisville, Kentucky

16. EDUCATION (DEGREE AND SPECIALIZATION)

Masters of Architecture, 1996 - Washington University in St. Louis

Bachelor of Science in Architecture 1992 - The Ohio State University

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Missouri - 2002015346 (Architecture), Alabama - 7748 (Arch), Tennessee - 00102654 (Arch), Ohio - 13386 (Arch),

Texas - 21964 (Arch), Florida – AR97202 (Arch), Georgia – RA001626 (Arch), Kansas – A6944 (Arch.), Kentucky – 7090 (Arch), Louisiana – 7089 (Arch) Maryland – 20913 (Arch),

Massachusetts – 32475 (Arch)

Michigan - 130163015 (Arch), North Carolina - 13591 (Arch) North Dakota - 2321 (Arch), New York - 44450 (Arch) South Carolina – 9904 (Arch), Virginia – 401019578 (Arch) West Virginia – 4423 (Arch) Illinois – 001.0190160 (Arch) Colorado – ARC.00407340 (Arch)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Institute of Architects - AIA - 30274286

NCARB - 65217

785	19. RELEVANT PROJECTS						
	(1) TITLE AND LOCATION (City and State)		COMPLETED				
	New CLC Adult Day Cay Center St. Cloud, MN Veterans	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)				
	Affairs Medical Center	2019-2021	2021				
a	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ Check if project performed wit					
	Studio A Architecture and West Point Engineers team members de						
	VAMC. This is a standalone new building in the CLC. Project in	cludes geotechnical desi	gn, surveying, landscape				
	architecture, civil engineering, mechanical engineering, electrical	engineering, architecture	e, structural engineering,				
	fire protection design, etc.	<i>C C r</i>					
	(1) TITLE AND LOCATION (City and State)	(2) YEAR (	COMPLETED				
	Renovate CLC Recreation & Dining Area, James J. Peters	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)				
	VA Medical Center, Bronx, New York	2016	VA Defunded				
b	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ Check if project performed wit					
•	This design provided a large upgrade to the Bronx NY VAMC's Cl	LC center including encl	osing a sunroom,				
	renovating the multi-purpose room in the CLC, designing a new kitchen for the CLC, and renovating the restrooms						
	for ADA accessibility						
	(1) TITLE AND LOCATION (City and State)		OMPLETED				
	(1) TITLE AND LOCATION (City and State)  Century Villa Healthcare, Century Fields Retirement	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)				
	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN	PROFESSIONAL SERVICES 2006	CONSTRUCTION (If applicable) 2006-2007				
	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	PROFESSIONAL SERVICES 2006  ☑ Check if project performed with	CONSTRUCTION (If applicable) 2006-2007				
c.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement	PROFESSIONAL SERVICES 2006    Check if project performed with the community. Responsible in the community.	CONSTRUCTION (If applicable) 2006-2007  a current firm  ble for overall project				
c.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj	PROFESSIONAL SERVICES 2006  Check if project performed with the Community. Responsible the control of the contr	2006-2007 a current firm ble for overall project vation of existing Skilled				
c.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement	PROFESSIONAL SERVICES 2006  Check if project performed with the Community. Responsible the control of the contr	2006-2007 a current firm ble for overall project vation of existing Skilled				
c.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj	PROFESSIONAL SERVICES 2006  Check if project performed with the Community. Responsible the community of the	2006-2007  a current firm ble for overall project vation of existing Skilled d Lounge areas, addition				
c.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj Care areas as well as addition of new Skilled Care Private pay wing	PROFESSIONAL SERVICES 2006  Check if project performed with the Community. Responsible the community of the	2006-2007  a current firm ble for overall project vation of existing Skilled d Lounge areas, addition				
c.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj Care areas as well as addition of new Skilled Care Private pay wing of new Chapel and Maintenance/ Storage areas and as creation of in \$2,500,000.  (1) TITLE AND LOCATION (City and State)	PROFESSIONAL SERVICES 2006  Check if project performed with t Community. Responsible ect included partial renovation with separate dining and the pendent living cottage  (2) YEAR	construction (If applicable) 2006-2007  a current firm ble for overall project vation of existing Skilled d Lounge areas, addition es. Project cost around				
с.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj Care areas as well as addition of new Skilled Care Private pay wing of new Chapel and Maintenance/ Storage areas and as creation of in \$2,500,000.	PROFESSIONAL SERVICES 2006  Check if project performed with the Community. Responsible ect included partial renovation with separate dining an independent living cottage (2) YEAR (PROFESSIONAL SERVICES)	construction (If applicable) 2006-2007  a current firm ble for overall project vation of existing Skilled d Lounge areas, addition es. Project cost around				
c.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj Care areas as well as addition of new Skilled Care Private pay wing of new Chapel and Maintenance/ Storage areas and as creation of in \$2,500,000.  (1) TITLE AND LOCATION (City and State)	PROFESSIONAL SERVICES 2006  Check if project performed with t Community. Responsible ect included partial renovation with separate dining and the pendent living cottage  (2) YEAR	construction (If applicable) 2006-2007  a current firm ble for overall project vation of existing Skilled d Lounge areas, addition es. Project cost around				
c.	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj Care areas as well as addition of new Skilled Care Private pay wing of new Chapel and Maintenance/ Storage areas and as creation of in \$2,500,000.  (1) TITLE AND LOCATION (City and State) Atlanta Veterans Affairs Medical Center Construct New 4TH Floor Community Living Center Residential Service Decatur, Georgia	PROFESSIONAL SERVICES 2006  Check if project performed with the Community. Responsible ect included partial renovation with separate dining and the control of the control	construction (If applicable) 2006-2007  a current firm ble for overall project vation of existing Skilled d Lounge areas, addition es. Project cost around  completed  construction (If applicable)				
	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj Care areas as well as addition of new Skilled Care Private pay wing of new Chapel and Maintenance/ Storage areas and as creation of in \$2,500,000.  (1) TITLE AND LOCATION (City and State) Atlanta Veterans Affairs Medical Center Construct New 4TH Floor Community Living Center Residential Service Decatur, Georgia  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	PROFESSIONAL SERVICES 2006  Check if project performed with the Community. Responsible ect included partial renormal with separate dining and the pendent living cottage (2) YEAR PROFESSIONAL SERVICES 2019  Check if project performed with the project performed with	construction (If applicable) 2006-2007  a current firm ble for overall project vation of existing Skilled d Lounge areas, addition es. Project cost around  completed  construction (If applicable)				
	Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Architect on the renovation/ addition to existing Retirement design and production as well as consultant coordination. The proj Care areas as well as addition of new Skilled Care Private pay wing of new Chapel and Maintenance/ Storage areas and as creation of in \$2,500,000.  (1) TITLE AND LOCATION (City and State) Atlanta Veterans Affairs Medical Center Construct New 4TH Floor Community Living Center Residential Service Decatur, Georgia	PROFESSIONAL SERVICES 2006  Check if project performed with the Community. Responsible ect included partial renovation with separate dining an independent living cottage (2) YEAR (PROFESSIONAL SERVICES 2019  Check if project performed with hanical, Plumbing, and	construction (If applicable) 2006-2007  a current firm ble for overall project vation of existing Skilled d Lounge areas, addition es. Project cost around  COMPLETED  CONSTRUCTION (If applicable)  th current firm  Electrical Engineering to				

#### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.) 14. YEARS EXPERIENCE 13. ROLE IN THIS CONTRACT 12. NAME a. TOTAL b. WITH CURRENT FIRM Vadim Kaplan, KY AIA **Architect** 22 11 15. FIRM NAME AND LOCATION (City and State) Studio A Architecture, Inc. - Louisville, Kentucky 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Master of Architecture, MARHI, Moscow, Russia, 1989

Kentucky - 4299 (Architecture) Indiana - AR0000030 (Architecture)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
American Institute of Architects - AIA - #30108796; Over 40 years' experience medical planning

LEED AP - GBCI Number: 10054451

G,	19. RELEVANT PROJECTS	(2) YEAR COMPLETED			
а	(1) TITLE AND LOCATION (City and State) Atlanta Veterans Affairs Medical Center Construct New 4TH Floor Community Living Center Residential Service Decatur, Georgia	PROFESSIONAL SERVICES 2019-Present	CONSTRUCTION (If applicable)		
•	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Studio A Architects are providing Architectural, Structural, Mechandesign the vertical addition of the entire physical building foot-prin		etrical Engineering to		
$\neg$	(1) TITLE AND LOCATION (City and State)	(2) YEAR COL			
	Project #502-21-104-A/E Replace Building 7 Roof Pineville Louisiana Veterans Affairs Medical Center	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)		
b	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  The Architectural/Engineering Consultant (A/E) shall provide all an necessary to prepare complete contract documents consisting of specific documents for bidding purpose and A/E construction period service cost estimates and other items as indicated to accomplish the replace AE must consider that the replacement of the roof and gutters may components.	ecifications, drawings, an es for preparation of cons sement of the roof and gu	ing services d any other truction documents, tters for building 7.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED		
	Renovate CLC Recreation & Dining Area, James J. Peters VA Medical Center, Bronx, New York	PROFESSIONAL SERVICES 2016	construction (If applicable) On Hold		
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☑ Check if project performed with			
	This design provided a large upgrade to the Bronx NY VAMC's Cl	LC center including encl	osing a sunroom,		
	renovating the multi-purpose room in the CLC, designing a new kitchen for the CLC, and renovating the restrooms for ADA accessibility.				
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO			
	New CLC Adult Day Cay Center St. Cloud, MN Veterans Affairs Medical Center	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)		
d	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Studio A Architecture and West Point Engineers team members of Cloud VAMC. This is a standalone new building in the CLC. Prolandscape architecture, civil engineering, mechanical engineering, engineering, fire protection design, etc.	oject includes geotechnic	Care Center at the St. cal design, surveying,		

#### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.) 12. NAME 13. ROLE IN THIS CONTRACT 14. YEARS EXPERIENCE Keith A. Pharis, KY PE, LEED AP **Electrical Engineer & MEP Director** 29 10 15. FIRM NAME AND LOCATION (City and State) West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Bachelor of Science in Electrical Engineering, University Kentucky #20714, Indiana #PE10910700, Tennessee of Louisville J.B. Speed School of Engineering #00113096, West Virginia #20188, California #17740, Florida #62929, Nevada #17595, Georgia #PE030637 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) LEED accredited professional 19. RELEVANT PROJECTS (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If Project #518-22-109 Building #3 Renovation of Kitchens and applicable) 2022-2024 **Computer Suite** Check if project performed with current firm (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical applicable) 2022-2025 Center (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61. (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If Biomed Correct Air Deficiencies and Renovate Biomed Space applicable) 2024-2025 Birmingham, AL VA Medical Center 2021 Check if project performed with current firm (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color. (2) YEAR COMPLETED (1) TITLE AND LOCATION (City and State) PROFESSIONAL SERVICES CONSTRUCTION (If Chillicothe Ohio VA Medical Center A/E B26 Chiller applicable) 2023-2025

Replacement

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

This project will replace an existing chiller at building 26 which has exceeded its useful

life. This project will also install a second chiller at building 26 to serve as a redundant backup

source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

Check if project performed with current firm

	e me and a single-sine size of			TO THE PROPERTY AND	etopoli pel S	
		F KEY PERSONNEL (Complete one Section		OR THIS CONTRACT		
12	NAME	13. ROLE IN THIS		Jerson.)	14. YEAR	S EXPERIENCE
	ay Watkins, RCDD, LEED AP	IT Designer RC Designer/ Elect	CDD/Physic	•	a. TOTAL 33	b. WITH CURRENT FIRM
	FIRM NAME AND LOCATION (City and State)					
	est Point Engineers - Louisville, KY	; Herndon, VA; D	allas, PA, B	Branden, FL; Sunfield,	MI; Katy,	TX; Fort
	yne, AL; Westport, CT			m np.ormooross v n=	MED A PRIOR	(CT 177) (37)
	EDUCATION (DEGREE AND SPECIALIZATION)	•		T PROFESSIONAL REGIS		
	Illivan College of Technology and Des	ıgn	· ·	BICSI RCDD – 22289	J. LEEU i	accreaned
	ssociates Degree OTHER PROFESSIONAL QUALIFICATION	S (Parhliantions Onessi-	professiona			
18.	OTHER PROFESSIONAL QUALIFICATION	8 (Publications, Organizat 19. RELEVAN			ARE SER	21 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED	
	Project #518-22-109 Building #3 Re	enovation of Kite	hens and	PROFESSIONAL SERVICES		RUCTION (If
	Computer Suite			2022-2024		le)2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE	A (TC)	Check if project performed with		
a.	Provide all professional architectural					
	drawings, specifications, cost estimat					
	associated with a full building renova	tion. The project	will also ad	dress sustainability an	a energy e	efficiency by
_	replacing failing HVAC systems			/OLVEAR	COMPLETED	
	(1) TITLE AND LOCATION (City and State)  AE - Replace HVAC B61 CLC Tus	caloosa ALVA	Medical	PROFESSIONAL SERVICES		RUCTION (If
	Center		2022-2025	applicab	le)	
ь			Oh a ala if musicat manfarma d with a	4 6	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design				e design	
	services for the development of specifications and drawings to repair					
	System of Building 61.	ilcations and draw	viligs to repa	in or replace parts or t	ne Chinee	i water
4	(1) TITLE AND LOCATION (City and State)			(2) VEAS	COMPLETED	
	Biomed Correct Air Deficiencies ar	nd Renovate Bion	ned Space	PROFESSIONAL SERVICES		RUCTION (If
	Birmingham, AL VA Medical Cent		neu space	2024-2025	applicab	•
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND			Check if project performed with	current firm	2022
c.						
	The purpose of this project is to provi					
	emergency paging within buildings co	ontaining patients.	. Non-patie	ent buildings shall be f	ire alarm	only
	New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughou				ted throughout	
	the various buildings on campus. The			nted red in color.		
	(1) TITLE AND LOCATION (City and State)	D. DEG			COMPLETE	
	EHRM INFRASTRUCTURE UPG		TODELL	PROFESSIONAL SERVICE 2022	CONST	RUCTION 2022
	PROJECT NO. 612-20-703 VA NO			2022		2022
,	HEALTH CARE SYSTEM – EAST					
d	Island Medical Center (VAMC) Bu	ulding 201 CA V.	A			
	Outpatient Clinic	LAND ODECIEVO DO	17	Charlette C 1	della Arrows et C	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc Electrical RCDD and senior electrical	c.) AND SPECIFIC ROLL 1 designer for a co	e mnlete FHR	Check if project performed w		
	Design includes campus wide EHRM					111 IOUUIOII
	Design includes campus wide ELIKM	i upgrade, rifysica	ii security u	voign and data closet t	ipgrades.	

	E. RESUME	S OF KEY PERSONNEL PROPOSED FO (Complete one Section E for each key p			
12.	NAME	13. ROLE IN THIS CONTRACT		14. YEAR	S EXPERIENCE
Allegra C. Jones Senior Electrical Engineer		r	a. TOTAL	b, WITH CURRENT FIRM	
				18	<u> </u>
	FIRM NAME AND LOCATION (City and State)	TT 1 T/A D 11 DA 1	) 1 FI 0 . C.11	N. 17 . 4	TW. F
	est Point Engineers - Louisville, KY;		Brandon, FL; Sunffeld,	MII; Katy,	IX; Fort
	yne, AL; Los Angeles, CA; Westport,	CT; Phoenix, AZ		M (0=1== 1)	
	EDUCATION (DEGREE AND SPECIALIZATION)		PROFESSIONAL REGISTRATION	IN (STATE AND	) DISCIPLINE)
	chelor's of Science in Electrical Engin	eering,			
Un	iversity of Kentucky				
	OTHER PROFESSIONAL QUALIFICATIONS (Publication		0 1 1	•	D 1.
	wer Systems; Electrical Engineering				n; Regulatory
Co	mpliance; Verbal/Oral Presentation; Pr		matic and Drawing review	ew	
		19. RELEVANT PROJECTS	· 是以自注。这一点:	eter w.S	
- 1	(1) TITLE AND LOCATION (City and State)		(2) YEAR PROFESSIONAL SERVICES	CONSTR	UCTION (If applicable)
- 1	Biomed Correct Air Deficiencies an	_	2024-2025	CONSTR	oction (ii applicable)
- 1	Birmingham, AL VA Medical Cent	er			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check if project performed with	current firm	
а.	The purpose of this project is to provi	de new fire alarm, voice eva	cuation, mass notificati	on and no	n
- 1	emergency paging within buildings co				
- 1	New fire alarm junction boxes, condu				
	the various buildings on campus. The			vere roca	ica unougnout
-	(1) TITLE AND LOCATION (City and State)	new conduit system was par	12\ VEAD	COMPLETED	
	Chillicothe Ohio VA Medical Cente	r A/F R26 Chiller	PROFESSIONAL SERVICES		UCTION (If applicable)
- 1		A A B D20 Clinici	2023-2025		
- 1	Replacement (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check if project performed with o	current firm	
b.	This project will replace an existing c				
- 1	life. This project will also install a sec			ickun	
- 1	source of chilled water. This project v				system to
	connect the new chillers installed buil				
-	(1) TITLE AND LOCATION (City and State)	ding 20 to the existing single		COMPLETE	
	University Of Kentucky Per Diem I	Professional Consulting	PROFESSIONAL SERVICES		UCTION (If applicable)
С	Services-Chandler Nitrogen Genera		2024-2025		,
	KY	itoi IIA099, Lexington			
-	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLF	Check if project performed with	current firm	
	Provide services to design the replace	ment of both existing nitroge			with new
	single multi-compressor unit that is lo	exated on the 6th floor of the	UK Chandler Hospital	near the c	entral lab
	Existing nitrogen generator to be reus	ed with new compressor state	ion The project shall b	e nhased	in to
	minimize equipment requiring nitroge				
					ciliucky stall
	to be Powerex LSH05A4 compressor	station and Nano NAC 0046	cycling reirigerated ar	aryer.	

#### (Complete one Section E for each key person.) 13. ROLE IN THIS CONTRACT 14. YEARS EXPERIENCE 12. NAME WITH CURRENT FIRM Senior Mechanical Engineer/Fire Matthew B. Tibbs, KY PE 36 3 Protection 15. FIRM NAME AND LOCATION (City and State) West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND 16. EDUCATION (DEGREE AND SPECIALIZATION) DISCIPLINE) BS Mechanical Engineering, University of Memphis PE: TN, Al, AR, FL, GA, ID, IA, KA, KY #24358, LA, MS, MO, NC, SC, UT, WI, & WY. NCEES Certified 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) NIOSH 582 19. RELEVANT PROJECTS (2) YEAR COMPLETED (1) TITLE AND LOCATION (City and State) CONSTRUCTION (If PROFESSIONAL SERVICES Project #518-22-109 Building #3 Renovation of Kitchens and applicable) 2022-2024 **Computer Suite** 2013 Check if project performed with current firm (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems (2) YEAR COMPLETED (1) TITLE AND LOCATION (City and State) PROFESSIONAL SERVICES CONSTRUCTION (If AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical applicable) 2022-2025 Center 2018 (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61. (2) YEAR COMPLETED (1) TITLE AND LOCATION (City and State) PROFESSIONAL SERVICES CONSTRUCTION (If **Biomed Correct Air Deficiencies and Renovate Biomed** applicable) 2024-2025 Space Birmingham, AL VA Medical Center Check if project performed with current firm (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color. (2) YEAR COMPLETED (1) TITLE AND LOCATION (City and State) PROFESSIONAL SERVICES CONSTRUCTION (If Chillicothe Ohio VA Medical Center A/E B26 Chiller applicable) 2023-2025 Replacement Ongoing (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

# (Complete one Section E for each key person.) 12. NAME Michael Stairs, EIT 13. ROLE IN THIS CONTRACT Mechanical Engineer and Plumbing Designer 15. FIRM NAME AND LOCATION (City and State) West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND

DISCIPLINE)

EIT, Kentucky

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Bachelor of Science in Mechanical Engineering, BSE

University of Evansville

100	(1) TITLE AND LOCATION (City and State)  19. RELEVANT PROJECTS	(2) YEAR CO	MPI ETED			
	Project #518-22-109 Building #3 Renovation of Kitchens and	PROFESSIONAL SERVICES	CONSTRUCTION (If			
	3	2022-2024	applicable)			
	Computer Suite					
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre				
	Provide all professional architectural and engineering (A/E) service					
	drawings. specifications. cost estimates. project phasings. site visits					
	associated with a full building renovation. The project will also ad	dress sustainability and e	nergy efficiency by			
	replacing failing HVAC systems	(A) VEAD 00	MOLETED			
	(1) TITLE AND LOCATION (City and State) AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical	(2) YEAR CO PROFESSIONAL SERVICES	CONSTRUCTION (If			
	•	2022-2025	applicable)			
b	Center		2016			
36	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre				
	The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design					
	services for the development of specifications and drawings to repa	ur or replace parts of the	Chilled Water			
_	System of Building 61.					
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO PROFESSIONAL SERVICES	MPLETED CONSTRUCTION (If			
	Biomed Correct Air Deficiencies and Renovate Biomed Space	2024-2025	applicable)			
	Birmingham, AL VA Medical Center		2018			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curr	ent firm			
C.	The purpose of this project is to provide new fire alarm, voice evac	guation mass notification	and non			
	emergency paging within buildings containing patients. Non-patie					
	New fire alarm junction boxes, conduit system (Electrical Metallic					
	the various buildings on campus. The new conduit system was pair	<u>.</u>	10 10 000 000 1111 0 115 110 110			
_	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED			
	Chillicothe Ohio VA Medical Center A/E B26 Chiller	PROFESSIONAL SERVICES	CONSTRUCTION (If			
	Replacement	2023-2025	applicable)			
d	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curr	ent firm			
	This project will replace an existing chiller at building 26 which ha					
	life. This project will also install a second chiller at building 26 to		cup			
	source of chilled water. This project will install a new direct buried					
	connect the new chillers installed building 26 to the existing single					
_	connect the new chiners instance ounding 20 to the existing single	chiller at canaling 27 for				

# E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.) 12. NAME Phillip Doan, KY EIT 13. ROLE IN THIS CONTRACT Mechanical Engineer 14. YEARS EXPERIENCE A TOTAL 2 2

15. FIRM NAME AND LOCATION (City and State)

West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sun field, MI; Katy, TX; Fort

Payne, AL; Westport, CT

16. EDUCATION (DEGREE AND SPECIALIZATION)

Bachelor of Science in Mechanical Engineer, University

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.

1	19. RELEVANT PROJECTS					
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COI				
	Project #518-22-109 Building #3 Renovation of Kitchens and	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
	Computer Suite	2022-2024				
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre				
a.	Provide all professional architectural and engineering (A/E) service	es necessary to develop co	omplete construction			
	drawings, specifications, cost estimates, project phasings, site visits	and construction period	administration			
	associated with a full building renovation. The project will also ad	dress sustainability and e	nergy efficiency by			
	replacing failing HVAC systems					
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COI				
	AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
	Center	2022-2025				
b	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre				
	The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design					
	services for the development of specifications and drawings to repair or replace parts of the Chilled Water					
	System of Building 61.					
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COI				
	Biomed Correct Air Deficiencies and Renovate Biomed Space	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
	Birmingham, AL VA Medical Center	2024-2025				
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre	ent firm			
c.	The manage of this ansiest is to analytide next fire clarm, voice even	nation mass notification	and non			
	The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non					
	emergency paging within buildings containing patients. Non-patie	ent buildings shall be life	alarm only			
	New fire alarm junction boxes, conduit system (Electrical Metallic		re located throughout			
	the various buildings on campus. The new conduit system was painted red in color.					
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO				
	Chillicothe Ohio VA Medical Center A/E B26 Chiller	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
	Replacement	2023-2025				
d	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with curre	ent firm			
	This project will replace an existing chiller at building 26 which ha	s exceeded its useful				
	life. This project will also install a second chiller at building 26 to s	serve as a redundant back				
	source of chilled water. This project will install a new direct buried	I chilled water supply and	l return system to			
	connect the new chillers installed building 26 to the existing single	chiller at building 27 for	redundancy.			
_	life. This project will also install a second chiller at building 26 to source of chilled water. This project will install a new direct buried connect the new chillers installed building 26 to the existing single	I chilled water supply and	l return system to			

-	A LEGISLAND TO THE PARTY OF THE	K.	an 15 and esta alkhan samare	· "你是我们的一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	· griphysis and	
III	E. RESUN	MES OF KEY PERSONNEL	PROPOSED FO	R THIS CONTRACT		70000
		(Complete one Section				
	NAME	13. ROLE IN THIS CON			14. YEAR	b. WITH CURRENT FIRM
	cholas Lombardi, <mark>KY EIT</mark> ,	Mech	nanical Eng	ineer	2	b. WITH CORRENT FIRM
	E Passed April 2025					
	FIRM NAME AND LOCATION (City and Sta					
W	est Point Engineers - Louisville, I	XY; Herndon, VA; D	allas, PA, B	Frandon, FL; Sunfield	, MI; Katy	, TX; Fort
	yne, AL; Westport, CT					
	EDUCATION (DEGREE AND SPECIALIZATION			T PROFESSIONAL REG	ISTRATION	(STATE AND
	chelor of Science in Mechanical Er	_	DISCIPLINE)	N/A		
	niversity of Toledo; Minor in Marke					
	OTHER PROFESSIONAL QUALIFICATI					
	varded the University of Toledo 202	23 Most Outstanding	Engineer fo	or Campus and Comn	nunity Cor	ntributions
Pa	ssed FPE April 2025					
		19. RELEVAN	T PROJECTS			
	(1) TITLE AND LOCATION (City and State)	D	l	PROFESSIONAL SERVICES	R COMPLETED	FRUCTION (If
- 1	Project #518-22-109 Building #3	Renovation of Kitc	nens and	2022-2024		
	Computer Suite			2022 202		
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)	AND SPECIFIC ROLE		Check if project performed with		
a.	Provide all professional architectural and engineering (A/E) services necessary to develop complete construction					
	drawings, specifications, cost estimates, project phasings, site visits and construction period administration					
	associated with a full building reno	ovation. The project	will also ad	dress sustainability ar	nd energy	efficiency by
	replacing failing HVAC systems					
	(1) TITLE AND LOCATION (City and State)				R COMPLETED	
	AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical		PROFESSIONAL SERVICES CONSTRUCTION (applicable)			
	Center		2022-2023	аррича	0.00	
b	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			Check if project performed with		
•	The A/E team, including architects	s, engineers, surveyo	rs, and profe	essional consultants sl	hall provid	de design
	services for the development of sp					
	System of Building 61.			• •		
	(1) TITLE AND LOCATION (City and State)				R COMPLETED	
	Biomed Correct Air Deficiencies	and Renovate Bior	ned Space	PROFESSIONAL SERVICES	CONS applical	TRUCTION (If
	Birmingham, AL VA Medical C	enter		2024-2025	арриса	oie)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)	AND SPECIFIC ROLE		Check if project performed with	h current firm	
c.						
	The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non					
	emergency paging within building	s containing patients	. Non-patie	ent buildings shall be	fire alarm	only
	New fire alarm junction boxes, co				were loca	ated throughout
	the various buildings on campus.	The new conduit syst	em was pair			
	(1) TITLE AND LOCATION (City and State)			(2) YEA PROFESSIONAL SERVICES	R COMPLETED	
	Chillicothe Ohio VA Medical Co	enter A/E B26 Chille	er	2023-2025	applica	TRUCTION (If ble)
	Replacement			2023-2023		,
d	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)			Check if project performed with	h current firm	
.	This project will replace an existing					
	life. This project will also install a					
	source of chilled water. This proje	ct will install a new	direct buried	d chilled water supply	and return	n system to
	connect the new chillers installed					

E.		EY PERSONNEL PRO				
12	NAME (Comp	plete one Section E for 13. ROLE IN THIS C		rson.)	14. YEAR	RS EXPERIENCE
34,000	ırt Jenkins	Senior Cost A			a. TOTAL	b. WITH CURRENT FIRM
15	FIRM NAME AND LOCATION (City and State)				26	4
	ertified Professional Estimators Decatur, GA					
	EDUCATION (DEGREE AND SPECIALIZATION)		CURRENT F	PROFESSIONAL REGISTRATI	ON (STATE AN	D DISCIPLINE)
Ba	chelor of Science			ls Recovery		
(C	onstruction Technology), 1991			J compliance for Altern	ative Ener	gy and
Αŗ	ppalachian State University	M	aterials			
40	OTHER PROFESSIONAL OHALIEICATIONS (Publications Organi	nizationa Trainina Awards	lo ofo l			
	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organ  Wetlands Recovery	nizations, Training, Awards	s, etc.)			
	SHA, ASU compliance for Alternative Energ	ov and Materials	S			
		19. RELEVANT PR				REPART OF THE
	(1) TITLE AND LOCATION (City and State)		_	(2) YEAR PROFESSIONAL SERVICES	COMPLETED	HOTION /// andicable)
	Project #518-22-109 Building #3 Renovat	tion of Kitchen	is and	2022-2024	CONSTR	RUCTION (If applicable) 2017
	Computer Suite (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC	C POLE		Check if project performed with	current firm	2017
а.	Provide all professional architectural and engineering (A/E) services necessary to develop complete construction					
	drawings, specifications, cost estimates, project phasings, site visits and construction period administration					
	associated with a full building renovation. The project will also address sustainability and energy efficiency by					
	replacing failing HVAC systems	1 3		·		
	(1) TITLE AND LOCATION (City and State)			(2) YEAR PROFESSIONAL SERVICES	COMPLETED	HICTION (If applicable)
- 1	AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical		2022-2025	CONSTR	(If applicable)	
ь	Center (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if			Check if project performed with	current firm	
	The A/E team, including architects, engineer		and profe			e design
	services for the development of specification		-		_	•
	System of Building 61.					
T	(1) TITLE AND LOCATION (City and State)				COMPLETED	HOTION /// P I.I.
- 1	Biomed Correct Air Deficiencies and Re	enovate Biomed	1 Space	PROFESSIONAL SERVICES 2024-2025	CONSTR	SUCTION (If applicable)
	Birmingham, AL VA Medical Center (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC	C DOLE		Check if project performed with	current firm	
c.						
۱.	The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non					
	emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only					
	New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout					
4	the various buildings on campus. The new of the various buildings on campus. The new of the various buildings on campus.	conduit system	was pain		COMPLETED	
	Chillicothe Ohio VA Medical Center A/I	E B26 Chiller		PROFESSIONAL SERVICES	COMPLETED CONSTR	UCTION (If applicable)
	Replacement	L D20 Climei		2023-2025		
d	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC			Check if project performed with	current firm	
.	This project will replace an existing chiller					
	life. This project will also install a second c					
	source of chilled water. This project will in					
	connect the new chillers installed building	26 to the existing	ng single	chiller at building 27	tor redun	dancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)				
12. NAME Douglas W. Peters, CIH, CSP	13. ROLE IN THIS CONTRACT Certified Industrial Hygienist, Certified Safety Professional	14. YEARS * TOTAL 39	b. WITH CURRENT FIRM	

15. FIRM NAME AND LOCATION (City and State)

Douglas W. Peters and Associates, Inc., d.b.a. Environmental Health Management - Louisville, KY

BS Chemical Engineering, University of Kentucky BA Chemistry, Eastern Kentucky University

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Certified Industrial Hygienist, #5399

Certified Safety Professional, #11729

-Licensed Asbestos Building Inspector & Management Planner Kentucky #78589, Indiana #196607054

-Licensed Asbestos Project Designer, Kentucky #78590

-Licensed Lead Project Designer, Kentucky #43-005, Risk Assessor – 41-037

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.

39 Years of industrial hygiene, safety, and environmental services and project management.

	19. RELEVANT PROJECTS				
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED		
	AHERA Asbestos Inspections, Robley Rex VA Medical Center, 800 Zorn Ave., Louisville, KY	PROFESSIONAL SERVICES 2008-2023	CONSTRUCTION (If applicable)		
а	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with	current firm		
٠	Managed, performed, and reviewed all professional asbestos inspec complete the facility's Asbestos Management Plan.	tion services necessary t	o develop and		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED		
	Asbestos and Indoor Air Quality Project Manager, Designer Bullitt County Public Schools, Shepherdsville, Kentucky	PROFESSIONAL SERVICES 1997-2023	CONSTRUCTION (If applicable)		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with	current firm		
b	Asbestos Abatement from Roby and Overdale Elementary Schools	Evaluation of Asbestos,	Lead, and Microbial		
	Contamination After Flooding at Riverview School; 1994 – 2023 a	nd 2006 Asbestos AHER	A Inspections,		
	District-Wide; Indoor Air Quality Investigation at Hebron Middle S	School, Mt.			
	Washington Elementary, Bullitt Lick Middle School, Bullitt Centra				
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO			
	Asbestos Periodic Inspections at Lexington VA Medical Centers, Lexington, KY	PROFESSIONAL SERVICES 2010-2023	CONSTRUCTION (If applicable)		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with	h current firm		
c.	Performed asbestos inspections of all facilities at the VA Medical (				
	inspected for asbestos. Inventoried asbestos materials into computer database. Evaluated hazard risks. Hazard				
	risks were evaluated as to their effect to personnel as well as building property. Update existing Asbestos				
	Management Plan and databases, \$5,000.00/year.				
_	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED		
	Project Manager and Environmental Services Consultant,	PROFESSIONAL SERVICES	CONSTRUCTION (If		
	Louisville	2005-2023	applicable)		
d	Metro Government				
*	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed wit			
	Project Description: Asbestos, Lead Paint, Mold Inspection, projec				
	Asbestos inspection, project design, and air monitoring \$100,000.0				
	and clearance testing, \$200,000.00/year. Indoor air quality testing,	industrial hygiene testing	g, \$50,000.00/year		

	E. RESU	MES OF KEY PERSONNEL PROPOSED (Complete one Section E for each k		45.0		
12	NAME	13. ROLE IN THIS CONTRACT	ey person.)	14 VEAR	RS EXPERIENCE	
	ott Bruce	Quality Assurance	o Managar	a. TOTAL	b. WITH CURRENT FIRM	
SU	ott Bruce	Quanty Assuran	e Manager	32	4	
	15. FIRM NAME AND LOCATION (City and State)  West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL;					
	s Angeles, CA; Westport, CT; Phoenix				•	
16.	16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND					
	tended Columbus State - Project Mana	iger   OSIM 30				
	ainer   Bowser Morning Building Inves					
	Primavera P6 - CBA inc.   Teamwor					
	oject   Const. Quality Management U.S					
	my Corps of Engineers   3M Fire Prote OTHER PROFESSIONAL QUALIFICATION   3M Fire Protection   3M Fire Protection		Awards atc.)			
10. Ev	perienced in large scale multiphase	e projects with hundreds of per	sonnel on site. Team lea	ding Clier	ats through the	
D.	esign process. QC of final Bid Docs	and then enter the Construction	n nhaca all while mainte	aining the	lorger conitel	
	oject scope. Most of my projects ar			monsnip w	71th the Chent /	
De	esign Team and the Building Profes			of some of the state		
		19. RELEVANT PROJEC		D COMPLETED	<b>公园等</b> 。	
	(1) TITLE AND LOCATION (City and State)	Denovation of Vitahans and	1.7	R COMPLETED	TRUCTION (If	
	Project #518-22-109 Building #3	Renovation of Kitchens and	2022-2024			
	Computer Suite (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)	AND ODECIFIC DOLF	Check if project performed with			
a.	Provide all professional architectu	and and angineering (A/F) sers			te construction	
	duration and professional architectu	mat and engineering (A/L) serv	site and construction no	iod odmin	istration	
	drawings, specifications, cost estimates	mates, project phasings, site vi		lou auiiiii	acciaianas las	
	associated with a full building ren	ovation. The project will also	address sustainability at	na energy	efficiency by	
	replacing failing HVAC systems					
	(1) TITLE AND LOCATION (City and State)	D AT 37A 3/7-32-3	PROFESSIONAL SERVICES	R COMPLETED	FRUCTION (If	
	AE - Replace HVAC B61 CLC	i uscaloosa, AL VA Medical	2022-2025	applical		
ь	Center (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)	AND SPECIFIC POLE	Check if project performed with	current firm		
*	The A/E team, including architect	s engineers surveyors and pr			le design	
	services for the development of sp					
	System of Building 61.	becineations and drawings to r	pan or replace parts or	the Chine	a water	
_	(1) TITLE AND LOCATION (City and State)		(2) VEA	R COMPLETED		
	Biomed Correct Air Deficiencies	s and Renovate Riomed Snac		CONST	FRUCTION (If	
			2024-2025	applical	ole)	
	Birmingham, AL VA Medical C (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)		Check if project performed with	n current firm		
	(3) BRILL DEGOTOR FROM (Bile) 300pe, 312e, 6031, 610.)	AND OF EOI! TO ROLL	Oncott ii project periorinea wia			
c.	The purpose of this project is to p	rovide new fire alarm, voice e	acuation, mass notifica	tion and no	on	
	emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only					
	New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout					
	the various buildings on campus. The new conduit system was painted red in color.					
	the various buildings on campus.	The new conduit system was p	amica rea in color.			
-	(1) TITLE AND LOCATION (City and State)		(2) YEA	R COMPLETED		
	Chillicothe Ohio VA Medical Co	enter A/E B26 Chiller	PROFESSIONAL SERVICES		TRUCTION (If	
	Replacement		2023-2025	applical	ple)	
,	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)	AND SPECIFIC ROLE	Check if project performed with	h current firm		
d	This project will replace an existing	ng chiller at building 26 which				
life. This project will also install a second chiller at building 26 to serve as a redundant				nackun		
	source of chilled water. This project	ect will install a new direct bur	ied chilled water supply	and return	n system to	
	connect the new chillers installed					
	connect the new chillers installed	bunding 20 to the existing sill	sic chiller at bulluling 27	tor reduli	dancy.	

	EY PERSONNEL PROP lete one Section E for e	OSED FOR THIS CONTRACT ach key person.)				
12. NAME	13. ROLE IN THIS CONTRACT  Land Surveyor		14. YEARS EXPERIENCE			
Travis Bentley, KY PLS			a. TOTAL 25	b. WITH CURRENT FIRM		
15. FIRM NAME AND LOCATION (City and State)						
Bentley Land Surveying - Louisville, KY						
16. EDUCATION (DEGREE AND SPECIALIZATION)		CURRENT PROFESSIONAL REGIS	STRATION (STATE ANI	D DISCIPLINE)		

Kentucky PLS

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

MPLETED CONSTRUCTION (If applicable) 2010  arrent firm			
2010			
rrent firm			
design/build team			
le. \$16 Million			
MPLETED			
CONSTRUCTION (If applicable)			
2008			
High School Fort Knox, Kentucky USACE Louisville District  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  X Check if project performed with current firm			
Land Surveyor for a New High School at Fort Knox, KY as part of a design/build team with Barton Malow			
MPLETED			
CONSTRUCTION (If applicable)			
2015			
rrent firm			
beke.			
MPLETED			
CONSTRUCTION (If applicable)			
rrent firm			
eke.			

#### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Billie J. Motsch, KY RLA 13. ROLE IN THIS CONTRACT Landscape Designer 14. YEARS EXPERIENCE

a. TOTAL b. WITH CURRENT FIR

otal b. with current firm

15. FIRM NAME AND LOCATION (City and State)

Element Design Lexington, Kentucky

16. EDUCATION (DEGREE AND SPECIALIZATION)
Bachelor of Science Landscape Architecture

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND

DISCIPLINE)

18. OTHER PROFESSIONAL OUALI	FICATIONS (Publications.	Organizations, Training, Awards, etc.)
------------------------------	--------------------------	--

10.	OTHER PROFESSIONAL QUALIFICATIONS (Fublications, Organizations, Training, Aw	uras, eu.)			
	19. RELEVANT PROJECTS				
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED		
	Building Entrance Improvements and Basement Renovation-	PROFESSIONAL SERVICES	CONSTRUCTION (If		
	Veterans Affairs Medical Center Wilkes-Barre PA	2012-2013	applicable)2014		
9	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm  Landscape Architect for the upgrade of the main hospital entrance and renovation of the first floor. Project				
	Landscape Architect for the upgrade of the main hospital entrance:	and renovation of the firs	f the first floor. Project		
	includes the expansion and renovation of the existing police station	on the first floor. New b	uilding entrance		
	canopy and entrance doors. New heated walkway entering the building and new landscape architecture were				
	provided as part of the scope of work.				
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED		
	Ft. Pickett Regional Training Institute, Phase I and 2,	PROFESSIONAL SERVICES	CONSTRUCTION (If		

Blackstone, VA
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

2008 applicable)2010

Check if project performed with current firm

This project is Phase I of a two-phase design/build for the new Regional Training Institute for the Virginia National Guard at Fort Pickett, Virginia. This 56 acre site will provide as a training center for National Guard and Reservists across the U.S. It includes a Regimental headquarters, an Officer Candidate School, an Auditorium and an Education Center. Scope includes site design & planning, site components of anti-terrorism force protection, civil engineering of storm drainage, site grading, sanitary sewers, landscape plan and LEED support for site related credits.

Size: 56 acre site; Cost: \$23M; Role: Project Manager, Landscape Designer

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
	Fort Eustis, Virginia Company Operations Facility	PROFESSIONAL SERVICES	CONSTRUCTION (If	
l	Design/Build	2009	applicable)2009	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with c	urrent firm	

Civil Engineer of Record for this USACE Norfolk District Design/Build 75,000SF project for KBJ Architects.

Responsible for civil force protection design, sanitary sewer design, storm sewer design, detention basin design, parking lot design, grading and grading plan. Project certified LEED Silver.

Size \$12 million

7	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED
	Veterans Affairs Medical Center Lexington, Kentucky AE	PROFESSIONAL SERVICES	CONSTRUCTION
	Demolish Buildings 5,6,7,8,23,24,38,45,100, Water Reservoir	2013	2014
	& Structure 44		

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

Landscape Architect for a recently completed the design of a large demolition project at the Lexington Leestown Road VAMC. The Detailed Scope of Work Includes: Utility Locates Across half of the Campus, Topographic Survey of half of the Campus, Demolition of a Sanitary Sewer Lift Station, demolition of a Domestic Water Reservoir and a Domestic Water Pump Station, demolition of seven buildings and new landscaping to cover up where demolished buildings were located.

# E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.) 12. NAME 13. ROLE IN THIS CONTRACT Herbert Brychta, PSP, CPP 14. YEARS EXPERIENCE \* TOTAL \* TOT

15. FIRM NAME AND LOCATION (City and State)

West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION (DEGREE AND SPECIALIZATION)

John Jay College of Criminal Justice New York, NY

2018 Master of Science – Security Management

United States Military Academy West Point, NY 1999

Computer Science Major

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

ASIS Certified Protection Professional (CPP) 2020 Cert #23310;-ASIS Physical Security Professional (PSP) 2015 Cert #18396;- ISC<sup>2</sup> Certified Information Systems Security Professional (CISSP) 2015 Cert #523057; Lockmasters Security Institute Tactical Entry 2013;Federal Law Enforcement Training Center Physical Security Training Program 2012; United States Marine Corps Anti-Terrorism Officer Level Two 2012; Lockmasters Security Institute Physical Security Specialist 2011;- FEAC Certified Enterprise Architect 2010

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

A strong leader with extensive and progressively responsible experience in Security, Anti-Terrorism, Project Management, and IT Infrastructure. Flexible and adaptable to mission changes and emerging requirements. Regarded as a calm, collected leader who empowers subordinates. Decorated Combat Veteran

as	as a calm, collected leader who empowers subordinates. Decorated Combat Veteran					
	19. RELEVANT PROJECTS					
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED				
	Access Control Upgrades Jesse Brown VA Medical Center	PROFESSIONAL SERVICES	CONSTRUCTION (If			
	VA Medical Center	2021	applicable) 2021			
а	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with				
	Led a team of engineers and low voltage designers. Designed repla	acement access control ar	nd alarm system for			
	the main hospital and 9 subordinate clinics in the greater Chicago a	rea. Client stated, "this i	s my best running			
	project."					
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO	MPLETED			
	MILCON/UMMC PLANNING CHARRETTE REPORT I	PROFESSIONAL SERVICES	CONSTRUCTION (If			
	Access Control Anti-Terrorism/Anti-Force Options Cavalier	2024	applicable)			
	Space Force Station, North Dakota					
b	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  Check if project performed with current firm					
	Lead security designer for PCR study and preliminary design of ne	w access control point at	the Cavalier Space			
	Force Station. Reviewed existing threat information, conducted complete risk assessment, site survey, and					
	Unified Facilities Criteria compliance analysis. Interviewed installation leadership and ATFP personnel.					
	Produced 6 distinct design courses of action (3 for guardhouse, 3 for	or overwatch) to facilitate	decision making.			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR CO				
	Physical Security Assessments of Multiple Veterans Affairs	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
	Medical Center	2015-2022				
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X Check if project performed with				
	Conducted security compliance surveys of major VA hospital camp	puses in Cleveland, Dayte	on, Cincinnati,			
	Chillicothe, Memphis, Nashville, Murfreesboro, and Kansas City.					
	Prepared reports suitable for inclusion in facility master plans. Gen	nerated policy waivers as	requested.			
_						

				- The Market		
				OR THIS CONTRACT		
12	NAME	Complete one Section  13. ROLE IN THIS		cison.)	14. YEARS	S EXPERIENCE
Sarah M. Bitner, MBA Physical Security Specialist					a. TOTAL	b. WITH CURRENT FIRM
			J 1		7	2
	FIRM NAME AND LOCATION (City and State) est Point Engineers - Louisville, KY;	Hamdon VA.D	allac DA R	randon FI · Sun field	MI: Katu	TX: Fort
	•	Hemdon, VA, D	alias, I A, D	randon, i L, bun neid,	wii, ixacy	, 17, 1011
	yne, AL; Westport, CT EDUCATION (DEGREE AND SPECIALIZATION)		17. CURREN	T PROFESSIONAL REGIS	TRATION	(STATE AND
	chelor's of Science in English United S	States Military	DISCIPLINE)			
	ademy; MBA University of Kansas	,				
18.	OTHER PROFESSIONAL QUALIFICATIONS	(Publications, Organiza	tions, Training, Aw	vards, etc.		
Bu	dget Management, Contract Specialist,	Physical Security	y, Project Ma	anagement, Risk Intelli	gence and	d Continuity of
	erations; former Active Duty Army Mi					
		19. RELEVAN	T PROJECTS			
	(1) TITLE AND LOCATION (City and State)		hong and	PROFESSIONAL SERVICES	CONST	RUCTION (If
	Project #518-22-109 Building #3 Re	novation of Kitc	nens and	2022-2024	applicabl	,
	Computer Suite (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		Check if project performed with o	urrent firm	
a.	Provide all professional architectural	and engineering (	A/E) service			e construction
	drawings, specifications, cost estimate	es, project phasin	gs, site visits	and construction period	od admini	istration
	associated with a full building renovati	tion. The project	will also add	dress sustainability and	l energy e	efficiency by
	replacing failing HVAC systems	1 3		•		
$\neg$	(1) TITLE AND LOCATION (City and State)				COMPLETED	
	I Ar Replace ii v At. Dul C.I.C. I uscalousa. Ali v A Mcucai			PROFESSIONAL SERVICES 2022-2025	applicable	RUCTION (If le)
	Center					
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S The A/E team, including architects, etc.		rs and profe	Check if project performed with c		e design
	services for the development of specif					
	System of Building 61.	iications and drav	viligs to repa	in of replace parts of th	ic Cillica	i water
$\dashv$	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED	
	Biomed Correct Air Deficiencies an	d Renovate Bior	ned Snace	PROFESSIONAL SERVICES		RUCTION (If
	Birmingham, AL VA Medical Center			2024-2025	applicabl	le)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		Check if project performed with o	:urrent firm	
c.				uation mass natificati	on and no	
	The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non					
	emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout					
	the various buildings on campus. The	m system (Elecu	am was noin	ted red in color	were roca	ied infoughout
$\vdash$	(1) TITLE AND LOCATION (City and State)	new conduit syst	em was pain	(2) YEAR	COMPLETED	
	Chillicothe Ohio VA Medical Cente	r A/E B26 Chille	er	PROFESSIONAL SERVICES	CONST	RUCTION (If
	Replacement			2023-2025	applicab	le)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		Check if project performed with o	current firm	
d.	This project will replace an existing c	hiller at building	26 which ha	s exceeded its useful		
	life. This project will also install a sec	ond chiller at bui	lding 26 to s	serve as a redundant ba	ickup	
	source of chilled water. This project v	vill install a new	direct buried	chilled water supply a	ind return	system to
	connect the new chillers installed buil	ding 26 to the ex	isting single	chiller at building 27 f	or redund	lancy.

#### 2. Understanding of Project: Past Experience

#### F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

22. YEAR COMPLETED

CONSTRUCTION (If applicable)

20 EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

PROJECT #521-22-102 REPLACE WINDOWS PHASE 3Birmingham, AL VA Medical Center

PROFESSIONAL SERVICES 2022-2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Birmingham, AL VA Medical Center

c. POINT OF CONTACT NAME Joseph Osborn

c. POINT OF CONTACT TELEPHONE NUMBER (205) 554-2000 ext 2901

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Contract #36C24724B0007 Project #521-22-119 Construction Budget: \$6,230,000 AE Fee: \$755,009.91 The project is located in the Main Hospital, Building 1, on the campus of the Birmingham VA Healthcare System, located at 700 19th Street South, Birmingham, AL 35233. Building 1 is a twelve-story concrete framed structure constructed in 1949 and opened to patients in 1952. The hospital provides both inpatient and outpatient services to military veterans that live in north central Alabama and surrounding areas. The hospital currently provides 139 beds for inpatient care. This project consists of a complete replacement of all windows on the BVAHCS main campus and at the TR House, located at 1301 26th Street N. Birmingham, AL 35234. This replacement is to include all windows, the replacement of any damaged framing, associated with the replacement, repair of any wall damage associated with the existing windows leaking, and appropriate window flashing. The Architect/Engineer (A/E) shall provide professional technical services for the complete design for Project No. 521-22-119, Replace Windows. The construction budget has been established at \$6,230,000. Required documents typically include schematics, preliminary plans, working drawings, specifications, cost estimates, construction documents (final drawings, specifications, and cost estimate.), and asbuilt drawings. The A/E shall prepare design and construction documents and provide construction period services for the full scope of this project. The design shall include mechanical, electrical, low voltage, architectural, and any other necessary upgrades to meet current VA and industry standards.

The work will require staged construction, in order to minimize impacts to the Medical Center. The A/E shall include provisions in the construction documents for staged construction in order to maintain Medical Center



#### RELEVANCE

Replacement of 300 windows at the Birmingham VAMC

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME (2) FIRM LOCATION (City and State) West Point Engineers &

Louisville, KY

Architecture and Engineering Services

AUTHORIZED FOR LOCAL REPRODUCTION MANDATORY USE DATE OF FORM 6/2004

Studio A Architects

STANDARD FORM 330 (1/2004) PAGE 30

(Present as many projects as requested by the agency, or 10 projects, if not specified Complete one Section F for each project.)

2

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION (City and State)

**Design Services for Water Quality Maintenance Electrical Shop** 

22. YEAR COMPLETED

PROFESSIONAL SERVICES 2015-2016

CONSTRUCTION (If applicable)

2016

23. PROJECT OWNER'S INFORMATION

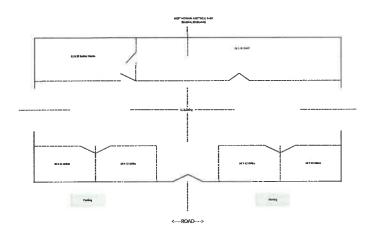
a. PROJECT OWNER Lexington-Fayette

**Urban County Government** Jessamine County Kentucky **b. POINT OF CONTACT NAME** Central Purchasing

C. POINT OF CONTACT TELEPHONE NUMBER (859)-258-3320

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost.)

The Lexington- Fayette County Government hired our design team to design a metal maintenance building at the West Hickman Sewage Treatment Plant outside of Lexington, Kentucky. Our team of licensed mechanical, electrical, civil, structural and architects successfully designed this building and supported its construction. The building as 40' by 60'.



Request for Proposals New Electrical Maintenance Shop West Hickman Wastewater Treatment Plant Laxington-Fayette Uthan County Governmen

#### Background / General Project Description

The Lexington Farette Urban County Government (LFUCG) operates and maintains the multiple structures located at 645 West Hickman Plant Road in Nicholasville, Kentucky. LFUCG desires to construct a new electrical shop with the following general specification

- Pre-engineered metal building (Arco Building Systems or equival
- Single story structure, 69 foot width by 40 foot depth dimensions Concrete floor with compressive strength for invended use Invaluted for it intended use
- Orechead garage doors located on each gable end of the building, minimum 12 foot
- height . Single 36-inch standard entry door . Four (4) based / cooled offices, each office measuring 10 foot by 12 foot with a single exterior window . Heated / cooled workshop area measuring 12 foot by 40 foot / equipped with
- is atom's sink

  Heard / cooled bath axea measuring 12 foot by 20 foot and equipped with usinal, toller stall, sink, shower, and fonc lockers.

  Heart only for earnining area

  Electrical specification:

  C 400 amp,

  C transformer

  C 450 voit, 5 pluss, 42 space gasel

  D 120/205 voit, 5 plusse, 42 space gasel
- . Sidewalk and driveway / parking area as shown in Exhibit A

RELEVANCE

**New Windows** 

#### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1 FIRM NAME

Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record

(2) FIRM LOCATION (City and State) Louisville, KY

Engineering

AUTHORIZED FOR LOCAL REPRODUCTION MANDATORY USE DATE OF FORM 6/2004

STANDARD FORM 330 (1/2004) PAGE 31

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

2

21. TITLE AND LOCATION (City and State)

**Design Services for Water Quality Maintenance Electrical Shop** 

the same production of the same of the

22. YEAR COMPLETED PROFESSIONAL SERVICES

2015-2016

CONSTRUCTION (If applicable) 2016

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lexington-Fayette **Urban County Government**  b. POINT OF CONTACT NAME **Central Purchasing** 

c. POINT OF CONTACT TELEPHONE NUMBER

(859)-258-3320

Jessamine County Kentucky

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost.)



Track (	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT							
a.	(1 FIRM NAME Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	(2) FIRM LOCATION (City and State) Louisville, KY	(3) ROLE Engineering					

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

22. YEAR COMPLETED

COMPLETED
CONSTRUCTION (If applicable)

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION (City and State)

Columbia, MO VA Medical Center

**Tuckpoint & Seal Ambulatory Care Addition of Building 1** 

PROFESSIONAL SERVICES 2022-2025

2025

a. PROJECT OWNER'S INFORMATION
c. POINT OF CONTACT NAME

Daniel P. Schmidt

c. POINT OF CONTACT TELEPHONE NUMBER 573-814-6000 ext.52448

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Project Number: #589A4-23-103 -; AE Fee: \$100K Construction Size \$550,000k

The Architect-Engineer (A/E) shall Design Services for Construction Project No. 589A4-23-103, Tuckpoint & Seal Ambulatory Care Addition of Building 1.

#### **Project Information:**

This project will replace all caulk joints on the exterior of the ACA building. This includes full removal of existing sealants and re-sealing of those joints with the A/E specified sealants. This project will include tuck point of all failing grout/mortar joints on the exterior of the ACA building. This project will also fix the seal of all windows/store fronts on the exterior of the ACA building where required, or full replacement of window/storefront if required. The sealing or replacement of any exterior utility infrastructure that is supposed to have environment-controlled encasement, this shall include but not limited to junction boxes, doghouses, etc. This project does not include the full replacement of the roofs associated with the ACA but shall include resealing of joints and patching if required. The project will remove/replace any damaged flashing or install additional flashing where deemed flashing is required. The general scope of this construction project is to fully seal the exterior of the ACA building to provide protection from all environmental factors. The ACA building includes all exterior areas north of the original Building 1 construction and shall include but not limited to the circle drive car port and canopy, ambulance bay, and all glass store fronts associated with the entrance vestibules.



2E	FIRMS FROM	A CECTION A	CINVALVED	VAULT LITTLE	DDA IEAT
73	FIRMSTRUM	II SEU II II IN I	. INVIII VEI		PKUJIE U

(1) FIRM NAME
West Point Engineers & Studio A

(2) FIRM LOCATION (City and State)
Louisville, KY

(3) ROLE

Architecture and Engineering

Services

Architects

20. EXAMPLE PROJECT KEY NUMBE

4

21. TITLE AND LOCATION (City and State)

a. PROJECT OWNER

New Entrance Building, VA Medical Center Lebanon, PA

PROFESSIONAL SERVICES 2012-2017

CONSTRUCTION (If applicable) 2017

23. PROJECT OWNER'S INFORMATION

b. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

717-228-5938

22. YEAR COMPLETED

VA Medical Center, Lebanon, PA Laura Harding 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost.)

Contract Number: # VA24412C0498-; AE Fee: \$238K; Construction Size \$5.5 Million

The West Point Engineers team designed a new entrance that connects the south entrance of building 1 to the new entrance of the surgery building 104. The scope of work includes all design disciplines and involves the following:

- Extensive construction coordination will be provided, as the entrances to these areas will need to remain operational
- Stringent phasing plan reflecting proper work times and coordination with the hospital
- New entrance area will be aesthetically inviting and convenient, connecting two buildings
- New windows
- New main and side doors
- Enhanced force protection measures via anti-ram barrier planters, benches, CCTV and anti-blast systems
- HVAC system with VAV systems w/ DDC control are required
- Patient privacy enhanced through concealed waiting area
- Planetree principles utilized throughout
- LEED design principles followed





#### RELEVANCE

- Construction phasing to avoid disruption to pedestrian traffic flow- entrances will remain operational
- Phasing reflects proper work times and hospital coordination
  - New Windows



(1) FIRM NAME	
Daradiam Engineers	$\Omega_r$

Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT (2) FIRM LOCATION (City and State) Louisville, KY

(3) ROLE

Architecture, Engineering and Construction Period Services

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)

New Entrance Building, VA Medical Center Lebanon, PA PROFESSIONAL SERVICES 2012-2017

CONSTRUCTION (If applicable)

2017 2017

22. YEAR COMPLETED

23. PROJECT OWNER'S INFORMATION

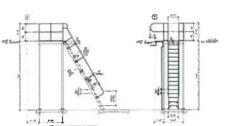
a. PROJECT OWNER
VA Medical Center, Lebanon, PA

b. POINT OF CONTACT NAME Laura Harding c. POINT OF CONTACT TELEPHONE NUMBER

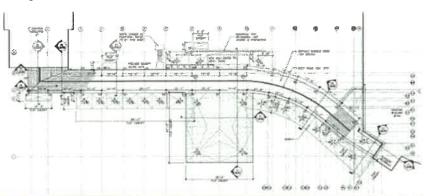
717-228-5938

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost.)

Contract Number: #VA24412C0498-; AE Fee: \$238K; Construction Size \$5.5 Million











25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record (2) FIRM LOCATION (City and State)
Louisville, KY

(3) ROLE

Architecture, Engineering and Construction Period Services

20. EXAMPLE PROJECT KEY NUMBER 5

21. TITLE AND LOCATION (City and State)

a. PROJECT OWNER

New Adult Day Cay Center(Community Living Center) St. Cloud, MN Veterans Affairs Medical PROFESSIONAL SERVICES 2017-2024

22. YEAR COMPLETED CONSTRUCTION (If applicable)

2023

23. PROJECT OWNER'S INFORMATION

St. Cloud, MN Veterans Affairs **Medical Center** 

Sue Poirier

b. POINT OF CONTACT NAME

320.255.6346

c. POINT OF CONTACT TELEPHONE NUMBER

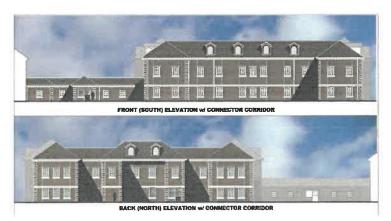
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Contract Number: #VA26315C0137-; AE Fee: \$986K; Construction Size \$9.5 Million

Studio A Architecture and the West Point Engineers Team designed an Adult Day Care Center at the St. Cloud VAMC.

Project includes geotechnical design, surveying, landscape architecture, civil engineering, mechanical engineering, electrical engineering, architecture, structural engineering, fire protection design, etc.

This project is a standalone new building that blends into the existing campus. This project is currently under design.



#### RELEVANCE

- Design of an entire new building
- Structural design, civil design, mechanical design, electrical design, interior design geotechnical design
- New Windows



#### (1) FIRM NAME

Paradigm Engineers and Studio A Architects Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record

#### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT (2) FIRM LOCATION (City and State)

Louisville, KY

Project Management, Architecture and Master Planning

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION (City and State)

a. PROJECT OWNER

Center

New Adult Day Cay Center(Community Living Center) St. Cloud, MN Veterans Affairs Medical Center

22. YEAR COMPLETED PROFESSIONAL SERVICES

CONSTRUCTION (If applicable) 2023 2017-2024

23. PROJECT OWNER'S INFORMATION

b. POINT OF CONTACT NAME

Sue Poirier

C. POINT OF CONTACT TELEPHONE NUMBER

320.255.6346

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

St. Cloud, MN Veterans Affairs Medical





Paradigm Engineers and Studio A Architects Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record

Louisville, KY

Project Management, Architecture and Master Planning

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)

USA Cares National Headquarters and Call Center-Radcliff, KY PROFESSIONAL SERVICES 2015-2017

CONSTRUCTION (If applicable)

22. YEAR COMPLETED

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER c. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

USA Cares Peter Giusti

270-872-4422 x102

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Our team members volunteered its services to design the New Headquarters and Call Center for the USA Cares Veterans Group. This Veterans Group helps veterans in needs with emergency funding. This new headquarters was designed to be close to Fort Knox, KY where many soldiers needed assistance but the new call center made it capable of providing services to veterans nationwide.



#### RELEVANCE

**New Windows** 

Our team members performed the full civil design, structural design, electrical design, architectural and mechanical design for this new 13600 sq ft headquarters and call center. \$5.5 million

	25. FI	RMS FROM SECTION C INVOLVED WITH THIS	PROJECT
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Paradigm Engineers Original Design	Louisville, KY	Project Management, Architecture and
a.	Firm. Members of West Point Engineers		Engineering
	Performed the Design. Blaine Van		
	Gansbeke Engineer of Record		

O. EXAMPLE PROJECT KEY NUM

7

21. TITLE AND LOCATION (City and State)

New ICU/Surgery/Medical Unit Design, VA Medical Center, Lebanon, PA

PROFESSIONAL SERVICES 2013-2017

CONSTRUCTION (If applicable) 2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER b. POINT OF CONTACT NAME Lebanon VA Medical Center Thaddeus Kocuba

C. POINT OF CONTACT TELEPHONE NUMBER

(717) 228-6050

22. YEAR COMPLETED

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost.)

Contract Number: #VA24412C0517-; AE Fee: \$737K; Construction Size \$7.5 Million

Our team designed a full set of construction documents to construct two new floors of a medical building at the Lebanon VAMC for a new \$7,800,000 Intensive Care Unit, Surgery Unit, and Medical Unit.

The scope of work includes the following:

- Complete new structural design for two new floors of a medical building on campus
- Complete new electrical design for two new floors
- Complete new HVAC system design for two new floors
- Complete Architecture and Interior design
- Extensive design charrette review with the end users nurses, physicians etc.
- Provide a full set of construction documents that will house an 11-Bed ICU Unit and a 16-Bed Medical Surgical Unit
- All patient rooms will be private with private bathrooms. Adequate spaces for all functions will be provided, and will include design for Architectural, Structural, mechanical, electrical, etc. One half of the below interstitial space will be constructed, as along with a connection to Building 1.2
- Elevators will be included in the design. Extensive construction coordination will be needed, as this will be constructed as the 2nd and 3rd floor of an existing surgery center.
- A LEED Silver Rating Certifiable Rating is being sought. Planetree Philosophy utilized throughout.

#### RELEVANCE

- Completely new VA Surgery Center
- Included new structural, electrical and HVAC system design for 2 new
- Extensive design charrette review
- **New Windows**





(1) FIRM NAME

Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record (2) FIRM LOCATION (City and State)

Louisville, KY

Project Management, Engineering, QA/QC, Construction Management

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION (City and State)

**Veterans Affairs Medical Center** 

faire Medical Contor

Salt Lake City Veterans Affairs Medical Center

2015-2024

PROFESSIONAL SERVICES

22. YEAR COMPLETED

CONSTRUCTION (If applicable)

Salt Lake City, UT Extensive Genomics Lab

a. PROJECT OWNER

23. PROJECT OWNER'S INFORMATION c. POINT OF CONTACT NAME

Tracy Jackson

c. POINT OF CONTACT TELEPHONE NUMBER

303.372.7044

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Contract Number: #VA25915C0123-; AE Fee: \$633K; Construction Size \$9.5 Million

This project design will support the new construction (an addition to Building 2 (abbreviated B.02)) of approximately 13,000 SF. The space consists of specialized environmental control space to accommodate the Salt Lake CityGenomic Medicine Center with accompanying support functions The Construction Limitation for this project is \$8,000,000 with 20% deducts in the cost estimate.

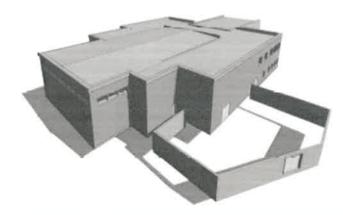
This project design will support the new construction (an addition to Building 2 (abbreviated B.02)) of approximately 13,000 SF of specialized environmental control space to accommodate the Salt Lake City Genomic Medicine Center with accompanying support functions (e.g., mechanical, electrical, storage, support, etc.). The design will provide site utilities, entrance, and roadways work to accommodate project.

The project design will address replacement and expansion of utility systems necessary to make the remodeled space energy efficient by current VA standards. The project design will analyze state-of-the-art bio bank and genomic medicine technology to ensure the most viable building service systems are constructed to support the robotics, low temperature equipment, size, and sophistication of research equipment to fill this new space. The design will provide storage and recovery of the samples critical to ongoing research designed to improve the health of veterans well after the samples are taken.

The design will provide for the vertical transportation and delivery dock required to support the Genomic Medicine program. The AE team will analyze associated parking serving the Genomic Medicine program and provide appropriate resolution. The project design will address security standards as appropriate to safe guard Genomic Medicine functions/activities. The project design will provide a new wing attached to the existing B.02 west end, to mimic the existing addition on the East end of B.02, Research Center consisting of ultra freezer(s), associated informatics support offices, support laboratories, and telemedicine service. The new wing will be designed so that it has the ability to vertically expand by two (2) floors in future phases. The project design will provide an addition constructed in accordance with the sustainability, energy, security, seismic and research requirements applied to VA Medical Center construction. Design is to incorporate seismic standards consistent with TIL. Project includes full site utilities design with new gas, new water, new storm sewer, new sanitary sewer, new retaining wall design, new sidewalks and parking.

#### RELEVANCE

- Construction Support
- Laser Survey Measurements
- Update Corporate Standards
- Physical Security
- New Windows
- Structural Studies
- Geotechnical Studies (AMEC FW)
- Full Civil Design
- Seismic Structural Design



(1) FIRM NAME

Paradigm Engineers Original Design Firm.

Members of West Point Engineers Performed the
Design. Blaine Van Gansbeke Engineer of Record

(2) FIRM LOCATION (City and State)

Louisville, KY

(3) ROLE
Project Management, Mechanical
Engineering, Structural Engineering

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION (City and State)

Renovate CLC Recreation & Dining Area, James J. Peters VA Medical Center, Bronx, New York

PROFESSIONAL SERVICES 2014-2024

22. YEAR COMPLETED

CONSTRUCTION (If applicable)
2024

a. PROJECT OWNER C. POINT OF CONTACT NAME
VA Medical Center C. POINT OF CONTACT NAME
Jessica Molinari C. POINT OF CONTACT TELEPHONE NUMBER
(718) 584-9000

#### 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Contract Number: # VA24314C0218-; AE Fee: \$190K; Construction Size \$2.5 Million

Our team members provided architecture and engineering services to renovate the dining area and recreation space on the First Floor of Building 106, Community Living Center (CLC). The design objective is to enhance the "Community Living" experience by incorporating design elements that will create a more residential, informal communal environment. Scope includes:

#### 1. Sunroom

- Remove existing sunroom assembly replace with aluminum storefront window unit units with insulated glazing and new vestibule with automatic entrance doors at opening in the former covered arcade wall openings.
- b) Install new standing seam metal roof, with gutter and downspout.
- c) Remove existing tile flooring and wood benches.
- d) Install new partition wall assembly over exposed masonry work perimeter walls to be insulated.
- e) Install new floor and suspended acoustical ceiling system.

#### 2. Restrooms

- a) Replace existing toilets with ADA fixtures with motion sensor flush valve.
- b) Replace existing wall mounted sinks with countertop mounted sinks with motion sensor faucet and mixing valves.
- Add new toilet stall grab bars (per ADA requirements), toilets and urinal screens.
- d) Add motion sensor hand dryers
- e) Replace existing base board heater with more efficient unit
- f) Replace urinal flush valves with motion sensor fixtures.

#### 3. CLC Room

- Remove existing aluminum storefront window separating sunroom and CLC space
- Removal of the following: existing casework, VCT flooring, glass block wall assembly, suspended ceiling assembly, lighting all existing wall finish décor
- c) Existing housekeeping, recreational therapy office, operable partition wall and dietitian room to be removed.
- d) Install electric door hold openers for CLC entrance door (to be coordinate with existing fire alarm system) revise existing egress hardware as required.

#### 4. Lighting

Remove existing fluorescent lighting – replace with a "multi-layered" lighting scheme (combination emergency, task and decorative lighting). All lighting to be on dimmers (except EM lighting)

#### 5. Kitchen/Dining

- a) VA to consult with kitchen consultant on the alternate design solutions for a "Fresh food" station and "cooking class room in kitchen area.
- b) Provide full-size refrigerator, storage for trash collection and food warming cart(s).

25.	FIRMS FROM SECTION C INVOLVED WITH THIS	PROJECT	
а.	(1) FIRM NAME Paradigm Engineers & Studio A Architects Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	(2) FIRM LOCATION (City and State) Louisville, KY	(3) ROLE Architecture and Engineering Services

#### RELEVANCE

- Renovation of dining area and recreation space
- HVAC services, including installation of a new return air fan and riser
- Restroom renovations to comply with ADA requirements
- Replace Windows

20. EXAMPLE PROJECT KEY NUMBER 10

21. TITLE AND LOCATION (City and State)

a. PROJECT OWNER

**Military Affairs** 

**Kentucky National Guard - Mobile Public Affairs Detachment- Vault Restoration** 

Boone National Guard Post, Frankfort, Kentucky

22. YEAR COMPLETED

PROFESSIONAL SERVICES 2025

CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

c. POINT OF CONTACT NAME Commonwealth of Kentucky Department of Jacob Huber

c. POINT OF CONTACT TELEPHONE NUMBER

502-382-7352

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Master Agreement # 2500000279; Delivery Order: 2500024163 AE Fee: \$50,000; Construction Size \$175,000

The Commonwealth of Kentucky has employed West Point Engineers to perform a full site investigation, design, and construction period services for the Kentucky National Guard - Mobile Public Affairs Detachment- Vault Restoration at the Boone National Guard Post, Frankfort, Kentucky.

West Point Engineers was tasked to upgrade the existing Kentucky National Guard Arms Rooms Vault to meet specification: Army Regulation 190-11 Military Police Physical Security of Arms, Ammunition, and Explosives.

We assisted the National Guard with locating and ordering a new arms room door that met Army Regulation <u>190</u>– 11.

We designed a structural steel plating system to reinforce the Arms Room Vault from top to bottom.





25 FIRMS	FROM SECTIO	N C INVOLVED W	/ITH THIS PROJECT

(2) FIRM LOCATION (City and State) (3) ROLE (1) FIRM NAME

**Engineering Services** West Point Engineers Louisville, KY

F. EXAMPLE PROJECTS WHICH BEST I QUALIFICATIONS FOR				20. EXAMPLE PROJECT REY NUMBER
21. TITLE AND LOCATION (City and State)			22. YEA	AR COMPLETED
Kentucky National Guard – Design for Secure Room Lexington National Guard Armory, Lexington, Kentucky		PROFESSIONAL SERVICES 2025		CONSTRUCTION (If applicable)
	JECT OWN	ER'S INFORMATION	MELL	
a. PROJECT OWNER  Commonwealth of Kentucky Department of  Military Affairs	c. POINT OF Jacob H	CONTACT NAME	c. POINT	of contact telephone number 502-382-7352

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Master Agreement # 2500000279; Delivery Order: XX AE Fee: \$75,000; Construction Size \$500,000

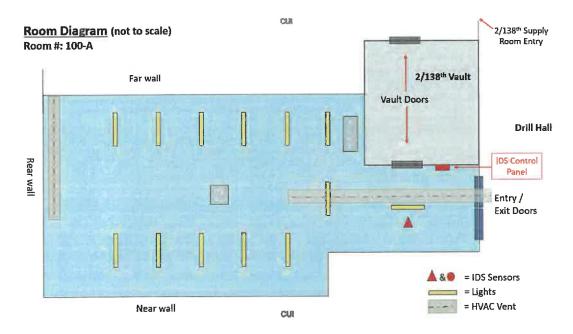
The Commonwealth of Kentucky has employed West Point Engineers to perform a full site investigation, design, and construction period services for the Kentucky National Guard – Design for Secure Room Lexington National Guard Armory, Lexington, Kentucky

West Point Engineers was tasked to perform the following:

Former Supply Room – Request is to use supply area as a new command systems and operations area Open Storage.

- Conducted initial PHYSEC inspection with G2, G6, CFMO, and 138th representatives
- Requirements for Secure Rooms must meet the minimum standards set IAW AR 380-
- 5, para 6-13, b. (1)-(5).

Our mission is to do a full civil, structural, mechanical and electrical upgrade to bring the Former Supply Room to a new Secure Room



25.	FIRMS FROM SECTION C INVOLVED WIT	H THIS PROJECT	
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	West Point Engineers	Louisville, KY	Engineering Services

AUTHORIZED FOR LOCAL REPRODUCTION MANDATORY USE DATE OF FORM 6/2004

20. EXAMPLE PROJECT KEY NUMBER 12

21. TITLE AND LOCATION (City and State)

Joint Force Headquarters (Boone National Guard Center, Frankfort Kentucky) Emergency Operation Center Generator Replacement

PROFESSIONAL SERVICES

CONSTRUCTION (If applicable)

22. YEAR COMPLETED

2025

	23. FI
a. PROJECT OWNER	
Commonwealth	of Kentucky Department of
Military Affairs	

c. POINT OF CONTACT NAME Jacob Huber

ROJECT OWNER'S INFORMATION

c. POINT OF CONTACT TELEPHONE NUMBER 502-382-7352

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Master Agreement # DO-2500029297; Delivery Order: 000001 AE Fee: \$150,000; Construction Size \$1 million

The Department of Military Affairs has hired West Point Engineers to performing the following tasks at the Joint Force Headquarters (Boone National Guard Center, Frankfort Kentucky)

- 1. Demolish and remove the existing automatic switchgear and 3 existing 200 KW Backup KW backup Generators
- 2. Remove the existing underground diesel storage tanks in the parking lot.
- 3. Design a new concrete pad and new 400KW generator with fuel tank and put outside the building
- 4. Design a new Automatic Transfer Switch for the new 400KW backup generator
- 5. Remove underground fresh water storage tanks from the Emergency Operation Center



25.	FIRMS FROM SECTION C INVOLVED WITH	H THIS PROJECT	
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	West Point Engineers	Louisville, KY	Engineering Services

13

21. TITLE AND LOCATION (City and State)

**University Of Kentucky Per Diem Professional Consulting Services-Chandler Nitrogen Generator** HA699, Lexington KY

22. YEAR COMPLETED PROFESSIONAL SERVICES

2024-2025

CONSTRUCTION (If applicable)

	23. PROJECT OWNER'S INFORMATION	
A DDOJECT OWNED	c POINT OF CONTACT NAME	

**Capital Project Management Division** 

Laura Sidwell

c. POINT OF CONTACT TELEPHONE

NUMBER

859-257-5914 laura.sidwell@uky.edu

# 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Construction Size: \$6,840.00; Project #: FPM 2840.0

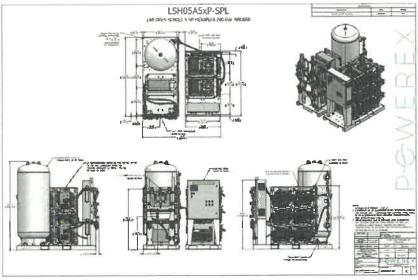
Provide services to design the replacement of both existing nitrogen generator compressor stations with new single multicompressor unit that is located on the 6th floor of the UK Chandler Hospital near the central lab. Existing nitrogen generator to be reused with new compressor station. The project shall be phased in to minimize equipment requiring nitrogen downtime. Equipment was selected by the University of Kentucky staff to be Powerex LSH05A4 compressor station and Nano NXC 0046 cycling refrigerated air dryer.

Work to include, but is not limited to:

- Demo of existing compressed air and nitrogen piping.
- Remove existing equipment in phases to minimize nitrogen outage.
- Disconnect and relocate electrical connections and instrumentation.
- Facilitate installation of new nitrogen generator compressor station.
- Concrete floor and epoxy coating repairs.

Design should be implemented using high quality and high efficiency components to ensure equipment and system reliability and longevity. This design is required to meet the University of Kentucky requirements and specifications. Work will include but not limited to mechanical, electrical and other specialty consultants required pertinent to the project requirements within the constraints of the construction budget. The design will include a phasing plan to reduce the impact of the Chandler Hospital patients and staff.





25.	FIRMS FROM SECTION C INVOLVED W	ITH THIS PROJECT	
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	West Point Engineers	Louisville, KY	Architecture and Engineering
			Services

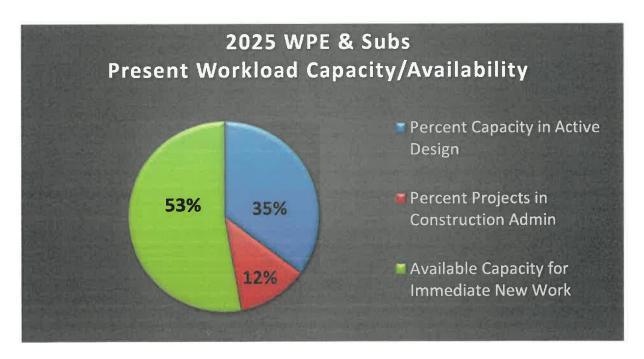
# 3. Capacity

West Point Engineers has more than enough capacity to accomplish this project! Here are some federal projects we are currently working on nationwide.

Asheville NC	Expand LRS Patient Education System	65%
Asheville NC	Exterior Abatement of Buildings 14,15	65%
Bedford, MA	Bedford, MA - Building Envelope Building 2	65%
Birmingham, AL	BioMed Correct Air Deficiencies and Renovate BioMed Space	65%
Columbus, OH	Parking Garage Post Tendon Beam Repair	65%
Dublin, GA	Renovate Urgent Care	95%
Fayetteville, NC	Refurbish D-Wing Elevators	65%
Indianapolis, IN	Renovate Space to Meet Hazardous Storage Room Requirements	95%
Lexington, KY	UK - Nitrogen Tank Install	65%
New York, NY	Manhattan VAMC Modernize Elevators	65%
Perry Point, MD	PPVAMC Building 9 Demo	95%
Portland, OR and	W. 1 . 0	
Vancuever, WA	Update Security Cameras	65%
Roseburg, OR	Correct APU Ligature Risks	75%
Roseburg, OR	Renovate BLDG 71 (Kitchen)	65%
Spokane, WA	Repair Sanitary Waste Piping	65%
Pineville, LA	Replace Roof on Emergency Generator Building	10%
San Juan, PR	Upgrade Building Automation System	0%
Altoona, PA	Replace Patient Lifts	0%
Lexington, KY	UK-OR Light	0%
Lexington, KY	UK-Air Compressor	0%
Salisbury, NC	Extend Chillder Water	10%
Ann Arbor, MI	Upgrade Elevators	25%
Birmingham, AL	Replace/Upgrade Medical Gas System	Awaiting Construction
Birmingham, AL	Birmingham Windows	Awaiting Construction
Chilocothe, OH	AE B26 Chiller Replacement	Awaiting Construction
Cincinatti, OH	Fire Sprinklers	Awaiting Construction
	Tuckpoint and Seal Ambulatory Care Addition of Building 1	Awaiting Construction
Columbia, MO	Correct Critical Roof and Exterior Wall Deficiencies	Awaiting Construction
Dublin, GA		Awaiting Construction
Fayetteville, AR	Replace Cladding Sterilizing Building	Awaiting Construction  Awaiting Construction
Indianapolis, IN	Sanitary Pipe in Interstitial Space in Indianapolis, IN	
Montgomery, AL	Site Modification for Omnia Max for OR	Awaiting Construction
Tuscaloosa,AL	Tuscaloosa CLC HVAC	Awaiting Construction
Bedford, MA	Building 78 Roof Replacement - A/E	In Construction Period Services
Boston, MA	Boston (Jamaica Plain VAMC) OR Floors	In Construction Period Services
Fayetteville, NC	Replace Fire Alarm System	In Construction Period Services
Montgomery, AL	Montgomery Reroof	In Construction Period Services
Pineville, LA	Replace Roof for Building 7	In Construction Period Services
Togus, ME	A/E Replace Elevators Building 200 & 200E	In Construction Period Services
Tuscaloosa,AL	Tuscaloosa Controls	In Construction Period Services
Augusta, GA	Improve Campus Landscaping	In Construction Period Services
Bronx, NY	JJPVMC Bronx Modify SCI for Negative Air Pressure a	In Construction Period Services
	1331 VIVIC DIVIN IVIUITY SCI IVI INCEAUVE AII I I CSSUIC &	III Collett action I criod Sci vices

Provide the available capacity of key disciplines by clearly presenting workload percentages for each key discipline and/or key

team member		
	Current	
	Percentage	
	Used	Current Percentage Available
Architect- Steve Dickerson, Valerie Wright, Richard Tracey,	47%	53%
Lisa Galdis, Bill Watson		
Physical Security Specialists- B. Van Gansbeke PE, Bitner,	47%	53%
Myszka, Grady, Shoff, Miller		
Structural Engineer- L. Van Gansbeke, B. Van Gansbeke,	26%	74%
Norman Grady		
Quality Assurance- L. Van Gansbeke	47%	53%
	47%	53%
Project Manager -B. Van Gansbeke	220/	700/
Plumbing -Matthew Tibbs, Stairs,, Doan, Lombardi,	22%	78%
Mechanical Engineer- Matthew Tibbs, House, Stairs, Doan,	22%	78%
Lombardi		
Industrial Hygienist- Douglas W. Peters, CIH	47%	53%
Fire Protection Engineer Matthew Tibbs	47%	53%
Electrical Engineer- Keith Pharis, D. Sherman, Shoff,	28%	72%
Watkins		
Civil Engineer- L. Van Gansbeke, B. Van Gansbeke, Grady,	40%	60%
Miller		
Estimator -Burt Jenkins, James Greiner	47%	53%
	470/	53%
Registered Communications Distribution Designer	47%	3370
(RCDD) Ray Watkins, RCDD		



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# 4.Past Performance: CPARS provided by Veterans Affairs

INCOMPLETE-RATED

Architect-Engineer

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

**Division Name:** 

Street: 1941 BISHOP LN STE 400

City: LOUISVILLE

State: KY Zip: 402181969

Country: USA CAGE Code:

Unique Entity ID (SAM): DEJEN69ZLAX5

Product/Service Code: C1DZ Principal NAICS Code: 541330

Evaluation Type: Interim Contract Percent Complete: 75

Period of Performance Being Assessed: 06/22/2022 - 06/21/2023

Contract Number: 36C24722C0125 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: 247-NETWORK CONTRACT OFFICE 7 (36C247) Contracting Officer: JOYCE POWERS Phone Number: 404-321-6111

Location of Work: Tuscaloosa VAMC, AL

Date Signed: 06/15/2022 Period of Performance Start Date: 06/22/2022

Est. Ultimate Completion Date/Last Date to Order: 06/14/2027 Estimated/Actual Completion Date:

Funding Office ID: 36C679

Base and All Options Value: \$107,823 Action Obligation: \$107,823

Complexity: Medium Termination Type: None

Extent Competed: Full and Open Competition after Exclusion of Sources Type of Contract: Firm Fixed Price

**Key Subcontractors and Effort Performed:** 

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number: 679-22-105

**Project Title:** 

679-22-105 Replace HVAC B61 CLC

**Contract Effort Description:** 

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61. Work shall include but is not limited to the replacement of the failing chillers, pumps, associated piping/controls, and equipment serving the building.

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If the budget allows replacing the 4 five ton air handlers units (AHU) in the attic. If there is budget remaining after the 4 AHU, replace the main duct trunks. This Project does not include plumbing and/or hydronic piping, other than that required to interface to chiller and air handlers. This Project does not include replacement of VAV's or their associated controls. This Project does not include upgrade of air flows to meet ASHRAE 62.1 - 2016 (or later) Indoor Air Quality; the one the building was designed to it the one that will be used. The FCA deficiencies to be corrected within this project include FCAs: 339382. All work to conform to the International Mechanical Code and VHA HVAC Design Guidelines.

#### **Small Business Subcontracting:**

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Satisfactory
Schedule:	N/A	Very Good
Cost Control:	N/A	Very Good
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	Very Good
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1):		N/A
(2):		N/A
(3) ::		N/A

#### Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

# **Assessing Official Comments:**

QUALITY: The firm's performance met contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

SCHEDULE: The firm's performance met contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective. The firm kept their word throughout the design process with minor delay.

COST CONTROL: The firm performance met contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective. The firm kept the cost under control with additional efforts that benefit us.

MANAGEMENT: the firm met contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated

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INCOMPLETE-RATED

Architect-Engineer

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 1541 BISHOP LN STE 400

ČÍSY, LÖUISVILLE

Statier KY Zipt 402181969

Country: USA CAGE/Code:

Unique Emity ID: DEJENE9ZLAX5

ProductyService Code: CLCA Principal NAICS Code: 541330

Evaluation Types Interim Contract Percent Completes 30

Period of Performance Being Assessed: 09/22/2022 - 12/13/2023

Contract Number: 3602412200091 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: 241-NETWORK CONTRACT OFFICE OL (36C24L) Contracting Officer: CASEY PRIDHAM Phone Number: (78L) 687-3743

Location of Works

200 Springs Road, Badford, MA 017:30-1114

Darte Signed: 05/20/2022 Period of Performance Start Dates 09/20/2022

Est. Ultimate Completion Date/Last Date to Order: 04/3C/2023 Estimated/Actual Completion Date: 12/3L/2024

Funding Office ID: 360518

Base and All Options Value: SL/617,150 Action Obligation: \$1,617,150

Complexity: Low Termination Type: None

Extent Competed under SAP Type of Contracts Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity IDs

Efforts

Unique Entity ID:

Efforts

Unique Entity ID:

Efforts

Project Number: 518-22-109

Project Title:

A/ERenowate Kitchens Building 3

Contract Effort Descriptions

A/EiRenovane Kitchens Building 3

Small Business Subcontracting:

Does this contractindude a subcontracting plan? No

Date of Last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (ISR), N.A.

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Evaluation Areas	Past Rating	Farting
Quality	NA	Satisfactory
Schedules	NA	N,iA.
Cost Control:	NiA	N,A.:
Managemente	NA	Very Good
Small Business Subcontracting:	N <sub>4</sub> A	Very Good
Regulatory Compliance:	NA	Very Good
and the second		

Cither Areas

(1) BUSINESS RELATIONS: Very Good NA. (2) NA. (3):

#### Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%)r

#### Assessing Official Comments:

QUALITY: Contractor provided deliverables at the contractually required times. Deliverables metrall requirements with no signification weaknesses identified.

MANAGEMENT: Contractor ensured all requirements we mat by deadline dates by keeping and sharing an updated project schedule. Contractor was proactive on potential risk issues by researching solutions and presenting them before they impacted the project

SWALL BUSINESS SUBCONTRACTING: Met all of the negotiated subcontracting goals and met at least one of the other socio-economic goals.

REGULATORY COMPLIANCE: The contractor ensured that all applicable codes and requirements were meta-Communicated the minimum requirements and provided recommendations for increases that would meet new and upcoming codes.

CTHER AREAS: Contractor provided constant email and phone contact to update project status and address any questions. Was able to minimize impaction project due to constant communication.

ADDITIONAL/CTHER: The contractor ensured that we were satisfied with the work they were producing.

#### RECOMMENDATION:

Given when I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

#### Name and Title of Assessing Official:

Name: CASEY PRIDHAM Title: Contracting Officer Organization; VHA

Phone Number: 603-866-4213 Email Address: casey pridham@va.gov

Darier 12/21/2023

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INCOMPLETE-RATED

Architect-Engineer

Name/Address of Contractor:

Vender Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 2509 HAWTHORNE AVE

City: LOUISVILLE

State: KY Zip: 402052624

Country USA CAGE Code

Unique Entity ID (SAM): DEJEN69ZLAX5

Product/Service Code: C1DZ Principal NAICS Code: 541330

Evaluation Type: Interim Contract Percent Complete: 90

Period of Performance Being Assessed: 04/05/2022 - 11/03/2022

Contract Number: 36C25622C0009 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: 256-NETWORK CONTRACT OFFICE 16 (35C256) Contracting Officer: BETH COOK Phone Number: 2283547576

Location of Work:

Date Signed: 11/15/2021 Period of Performance Start Date: 11/15/2021

Est. Ultimate Completion Date/Last Date to Order: 12/30/2023 Estimated/Actual Completion Date: 12/30/2023

Funding Office ID: 36C502

Base and All Options Value: \$524,736 Action Obligation: \$524,736

Complexity: Medium Termination Type: None

Extent Competed: Full and Open Competition after Exclusion of Sources Type of Contract: Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort

Project Number: 502-21-104

Project Title:

Replace Building 7 Roof

Contract Effort Description:

Provide Architect/Engineer professional services to include site investigation, cost estimates, construction period services, and construction site visits.

Small Business Subcontracting:

Opes this contract include a subcontracting plan? No

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Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): M/A

Evaluation Areas	Past Rating	Rating
Quality:	Satisfactory	Very Good
Schedule:	Satisfactory	Very Good
Cost Control:	Satisfactory	Very Good
Management	Satisfactory	Very Good
Small Business Subcontracting:	n/a	Very Good
Regulatory Compliance:	N/A	Very Good
Other Areas:		
(2):		N/A
(2)		NIA
(3):		N/A

Variance (Contract to Date):

Current Cost Variance (%): 16 Variance at Completion (%):

Current Schedule Variance (46). 0

#### Assessing Official Comments:

QUALITY: Only very minor errors with design documents that were very quickly corrected by the AE. After autimitting the 65% design, the Project Manager called me to point out a couple of errors on the design drawings. The revised corrected documents were submitted within the same day as the scheduled design submission date. AE has been very transparent about any possible issues with work quality and has always provided a quick turnaround on resolving concerns from the VA.

SCHEDULE: Met all scheduled dates for design submissions. West Point also provided a quick turnsround on a request from the VA to submit final bid documents instead of proceeding to submit a 100% design after the 95% design submission.

COST CONTROL: Came in 16% under budget for the total construction cost even with the rising cost for skilled labor and materials.

MANAGEMENT; No issues with West Point's management. Project Manager was very communicative and helpful during the design process. PM has been incredibly responsive to any questions or concerns from the VA.

SMALL BUSINESS SUBCONTRACTING: Employed subcontractors from a Minority Owned Business and a Woman Owned Small Business for Architectural Engineering services and Cost Estimating, respectively.

REGULATORY COMPLIANCE: Addressed all concerns about the applicable versions of codes and standards being referenced in the design documents for an existing structure (main hospital).

ADDITIONAL/OTHER: No additional comments.

#### RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

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#### **CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)**

INCOMPLETE-RATED

Architect-Engineer

#### Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS LLC

**Division Name:** 

Street: 1941 BISHOP LN

City: LOUISVILLE

State: KY Zip: 402181922

Country: USA CAGE Code: 742E0

Unique Entity ID: DEJEN69ZLAX5

Product/Service Code: C1JZ Principal NAICS Code: 541330

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 10/04/2024 - 03/26/2025

Contract Number: FA465924C0011 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: FA4659 319 CONS PK Contracting Officer: COLE KIRBY Phone Number: 701-747-6232

Location of Work:

Cavalier Space Force Station, North Dakota, USA

Date Signed: 09/27/2024 Period of Performance Start Date: 10/04/2024

Est. Ultimate Completion Date/Last Date to Order: 03/26/2025 Estimated/Actual Completion Date: 03/26/2025

Funding Office ID: F2AG10

Base and All Options Value: \$53,073 Action Obligation: \$53,073

Complexity: Medium Termination Type: None

Extent Competed: Full and Open Competition after Exclusion of Sources Type of Contract: Firm Fixed Price

Key Subcontractors and Effort Performed:

**Unique Entity ID:** 

Effort:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Project Number: EGYN221009

**Project Title:** 

Access Control Anti-Terrorism Anti-Force Options Study

**Contract Effort Description:** 

Principal Features: Planning Charrette Report I (PCR I): The PCR I shall include a complete assessment of the current Anti-Terrorism and Anti-Force (AT/AF) conditions of the Access Control Point (ACP) at Building 711 (B711) on Cavalier

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Space Force Station (SFS), in order to provide a basis for feasible options that will enable the ACP to meet current DoD AT/AF requirements. Additionally, a Traffic Study is required for submittal of the AF Form DD1319 to AFCEC for consideration as a feasible design project. Performance period for this project is 180 days.

#### **Small Business Subcontracting:**

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Satisfactory
Schedule:	N/A	Satisfactory
Cost Control:	N/A	N/A
Management:	N/A	Satisfactory
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		
(1) SITE INVESTIGATIONS:		Satisfactory
(2) MEETING COORDINATION:		Satisfactory
(3):		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%): 0

#### **Assessing Official Comments:**

QUALITY: Performance meets contractual requirements. The report was provided and needed some revisions which were provided.

SCHEDULE: Performance meets contractual requirements. The schedule was extended so they could provide some additional revisions.

COST CONTROL: N/A as this is a firm-fixed price contract.

MANAGEMENT: Performance meets contractual requirements. They didn't realize that they needed to engage with their electrical sub to provide more information, but they did meet

that part of the requirement as well as the others.

SMALL BUSINESS SUBCONTRACTING: N/A as the contractor is a small busieness concern.

REGULATORY COMPLIANCE: There were no regulatory requirements for this task.

OTHER AREAS: West Point Engineers were able to get good information from their site visits and traffic study to support the documentation of the options available to the Government for the installation entry control facility. Meetings were on time and notes were distributed before end-of-day.

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED

Architect-Engineer

Name/Address of Contractor:

Company Name: PARADIGM ENGINEERS AND CONSTRUCTORS, PLLC

Street Address: 200 ENVOY CIR # 201

City: LOUISVILLE

State/Province: KY Zip Code: 402991808

Country: USA CAGE Code:

DUNS Number: 829666297 PSC: C1AZ NAICS Code: 541330

Evaluation Type: Final **Contract Percent Complete:** 

Period of Performance Being Assessed: 07/01/2015 - 06/17/2016

Contract Number: FA810114D0003 0001 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: FA8101 AFSC PZIO Contracting Officer: DUTIN LASHLEY Phone Number: 405-739-3251

Location of Work:

BLOG 9001 - CHEMICAL STORAGE AREA

Award Date: 07/01/2014 Effective Date: 07/01/2014

Completion Date: 06/17/2016 Estimated/Actual Completion Date: 06/17/2016 Total Dollar Value: \$177,028 Current Contract Dollar Value: \$177,028

Complexity: Medium Termination Type: Convenience

Competition Type: Full and Open Competition after Exclusion of Sources Contract Type: Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS: Effort: DUNS: Effort: DUNS: Effort:

Project Number: VVWYK110160

Project Title:

REPAIR/RENOVATE CHEMICAL STORAGE AREA, 89001

Contract Effort Description:

Design to construct chemical storage area to include separate areas for corrosive/caustic materials, flammable/combustible materials, delivery area, and office area. Utilities to include necessary heating and cooling needs and fire suppression systems.

Small Business Utilization:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

**Evaluation Areas** Past Rating Rating Quality: Satisfactory Very Good Very Good Schedule: Very Good

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CPARS/FAPIS 7/12/2016 Very Good Very Good Cost Control: Very Good Management Satisfactory Very Good Utilization of Small Business: N/A Very Good Very Good Regulatory Compliance: Other Areas: WA (1): NIA (2): NΑ (3): Variance (Contract to Date): Current Cost Variance (%): Variance at Completion (%): Current Schedule Variance (%): Assessing Official Comments: ADDITIONAL/OTHER: ..... RECOMMENDATION: Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements. I would recommend them for similar requirements in the future. Name and Title of Assessing Official: Name: SHARLA FLOWERS-BRANDON Tale: Contracting Officer Organization: OC-ALC/PKOAB Phone Number: 405-739-3515 Erneil Address: sharta.flowers-brandon@tinker.af.mil Date: 07/11/2016 Contractor Comments: Name and Title of Contractor Representative: Name: Phone Number: Email Address: Date: Review by Reviewing Official: Name and Title of Reviewing Official:

Name:

Trile:

Organization:

Phone Number: Email Address:

Dale:

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Architect-Engineer

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#### CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

#### INCOMPLETE-RATED

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 2509 HAWTHORNE AVE

City: LOUISVILLE

State: KY Zip: 402052624

Country: USA CAGE Code:

Unique Entity ID (SAM): DEJEN69ZLAX5

Product/Service Code: C1DA Principal NAICS Code: 541310

Evaluation Type: Interim Contract Percent Complete:

Period of Performance Being Assessed: 04/30/2021 - 04/29/2022

Contract Number: 36C24621C0045 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: 246-NETWORK CONTRACTING OFFICE 6 (36C:248) Contracting Officer: WAYNE GOODMOND Phone Number: 910.824.9189

Lecation of Work:

Date Signed: 03/51/2021 Period of Performance Start Date: 04/50/2021

Est. Ultimate Completion Date/Last Date to Order: 03/31/2025 Estimated/Actual Completion Date: 11/30/2022

Funding Office ID: 36C565

Base and All Options Value: \$350,623 Action Obligation: \$360,623

Complexity: Medium Termination Type: None

Extent Competed: Full and Open Competition after Exclusion of Sources Type of Contract: Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Unique Entity ID (SAM):

Effort:

Project Number:

Project Title:

AE Design Replace Fire Alarm Syskw

Contract Effort Description:

Provide professional engineering services to include conceptual drawings, investigative surveys and reports, planning, consultation and visits, design work, preparation of contract drawings and specifications, preparation of cost estimates and provision of construction period services as necessary for all demolition, modification, construction, inspection, testing and certification for all construction components for project 565-201, Replace Fire Alarm System. The new Fire Alarm System will replace the existing system throughout all buildings located at the Fayetheville VAMC located at 2300 Ramsey St. Fayetteville, NC.

Small Business Subcontracting:

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Does this contract include a subcontracting plan? No

Dake of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (ISR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Setisfactory
Schedule:	N/A	Setisfactory
Cost Control:	NĮA	Satisfactory
Management:	N/A	Satisfactory
Smell Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
<b>(1)</b> :		N/A
(2):		N/A
(3):		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

#### Assessing Official Comments:

QUALITY: The quality of the contractors work on project has been deemed to be satisfactory

SCHEDULE: The contractor maintained their contract schedule in a hospital environment with many challenges.

COST CONTROL: The contractor has cost control measures that meet the contract requirements.

MANAGEMENT: The management team put in place to meet contract requirements have proved to be knowledgeable of the project and hospital needs. Their work has been deemed to be satisfactory.

REGULATORY COMPLIANCE: The contractor has met all regulatory requirements of the contract and thus deemed to be satisfactory.

ADDITIONAL/OTHER: I would recommend the contractor for a like scope of work in the future.

## RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: Wayne Goodmond Title: Contract Specialist Oxganization: RPO East - NCO 6

Phone Number: 910.824.9189 Email Address: wayne.goodmond@va.gov

Date: 10/28/2022

Contractor Comments:

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED

**Architect-Engineer** 

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Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 1941 BISHOP LN STE 400

City: LOUISVILLE

State: KY Zip: 402181969

Country: USA CAGE Code: 742E0

Unique Entity ID: DEJEN69ZLAX5

Product/Service Code: C1DA Principal NAICS Code: 541330

Evaluation Type: Interim Contract Percent Complete: 65

Period of Performance Being Assessed: 07/10/2023 - 03/01/2024

Contract Number: 36C2472SC0095 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: 247-NETWORK CONTRACT OFFICE 7 (36C247) Contracting Officer: CHRISTOPHER NASH JENKINS Phone Number: 478-595-2784

Location of Work:

Date Signed: 07/28/2023 Period of Performance Start Date: 07/10/2023

Est. Ultimate Completion Date/Last Date to Order: 03/01/2024 Estimated/Actual Completion Date: 05/03/2024

Funding Office ID: 36C557

Base and All Options Value: \$306,062 Action Obligation: \$217,516

Complexity: Low Termination Type: None

Extent Competed: Full and Open Competition after Exclusion of Sources Type of Contract: Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort

Project Number: 557-20-103

Project Title:

Renovate Urgent Care

Contract Effort Description:

This project will engage an Architectural/Engineering firm to provide Schematic Design, Design Development, Contract Drawings, Specifications, Construction Cost Estimates, and Construction Period Services. Services will provide for the renovation and modernization of the existing 5,384 sq.ft. of Urgent Care space

in building 5A.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas Past Rating Rating

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 Quality:
 N/A
 Satisfactory

 Schedule:
 N/A
 Satisfactory

 Cost Control:
 N/A
 N/A

Management: N/A Satisfactory

Small Business Subcontracting: N/A N/A

Regulatory Compliance: N/A Satisfactory

Other Areas:

(1): N/A (2): N/A (3): N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

#### **Assessing Official Comments:**

QUALITY: Satisfactory

SCHEDULE: Satisfactory

MANAGEMENT: Satisfactory

REGULATORY COMPLIANCE: Satisfactory

ADDITIONAL/OTHER: Satisfactory

#### RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

#### Name and Title of Assessing Official:

Name: Christopher Nash Jenkins

Title: Contracting Officer

Organization: Department of Veteran Affairs

Phone Number: Email Address: christopher.jenkins@va.gov

Date: 03/04/2024

#### **Contractor Comments:**

#### Name and Title of Contractor Representative:

Name: Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

# Name and Title of Reviewing Official:

Name:

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#### CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

#### Architect-Engineer

Mame/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 1941 BISHOP LN STE 408

City: LOUISVILLE

State: KY Zip: 402181969

Country: USA CAGE Code:

Unique Entity (D (SAM): DEJEN69ZLAX5

Product/Service Code: C221 Principal NAICS Code: 541320

Evaluation Type: Interim

Contract Persent Complete: 2

Period of Performance Being Assessed: 09/28/2022 - 10/25/2022

Contract Number: 36C25022C0265 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: 256-NETWORK CONTRACT OFFICE 10 (36C250) Contracting Officer: TURNER, LUKE Phone Number: 513-559-3722

Location of Work:

Bldg 1, WTS on the campus of the Richard L. Roudebush VAMC.

Date Signed: 09/28/2022 Period of Performance Start Date: 09/28/2022

Est. Ultimate Completion Date/Last Date to Order: 02/05/2023 Estimated/Actual Completion Date: 64/02/2023

Funding Office ID: 360583

Base and All Options Value: \$364,794 Action Obligation: \$364,794

Complexity: Medium Termination Type: None

Extent Competed: Full and Open Competition after Exclusion of Sources Type of Contract: Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number: 583-23-102

Project Title:

Replace Sanitary Lines Project Contract Effort Description:

Replace the existing sanitary piping within the 3rd and 5th floor A-wing

interstitial spaces of Bldg 1, WTS.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (ISR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Very Good
Schedule:	N/A	Very Good
Cast Cantrol:	NJA	Setisfactory
Management:	N/A.	Exceptional
Small Business Subcontracting:	N/A	Satisfactory
Regulatory Compliance:	MA	Satisfactory
Other Areas:		
(1) NONE:		Setisfactory
(2):		NfA
(3):		NJA

Variance (Contract to Sate):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

#### Assessing Official Comments:

QUALITY: Thus for WPE, Inc. has shown the ability to provide high quality work.

SCHEDULE: Thus far WPE, Inc. have shown the ability to provide a detailed, accurate schedule that is workable and realistic.

COST CONTROL: No issues thus far with cost control.

MANAGEMENT: Thus far the project has been exceptionally well managed. WPE, Inc. have shown that they have a very good plan with regard to the new design.

SMALL BUSINESS SUBCONTRACTING: No issues.

REGULATORY COMPLIANCE: No issues.

OTHER AREAS: No issues.

ADDITIONAL/OTHER: Thus far WPE, Inc. has been great to work with and seem to have a very good plan for the new design. The design work is expected to begin very soon.

#### RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

#### Name and Title of Assessing Official:

Name: LUKE TURNER Title: Contract Specialist Organization: NCO 10

Phone Number: (513) 559-3712 Email Address: luke.turner@va.gov

Date: 11/02/2022

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# 5. Local Employment

Address of the office(s) where the principal amount of Work of this Project will be performed.

West Point Engineers, PLLC	1941 Bishop Lane, Suite 400 Louisville, KY 40218	Full AE Services-Kentucky Certified SDVOSB
Studio A, LLC	2330 Frankfort Ave, Louisville, KY 40206	Architecture- Minority Owned Business
Certified Professional Estimators	Decatur, GA	Cost Estimating
Element Design	366 South Broadway Lexington, KY 40508	Landscape Architecture and Civil Engineering Kentucky Certified WBE

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STANDARD FORM 330 (1/2004) PAGE 64

# FORM OF PROPOSAL

# Consultant Design Services for the Town Branch Wastewater Treatment Plant Exterior Window Replacement Project

# **Architectural Design Consultant:**

Request for Proposal Form of Proposal

Consultant: West Point Engineers, PLLC	
Address: 1941 Suite 400 Bishop Lane Louisville, Kentucky 40218	
General:	

a. The undersigned Consultant, having read and examined the complete Request for Proposal and associated documents, affirms agreement to complete all work in accordance with the contract documents.

# 2. Submittal Requirements:

a. Cover letter stating interest in the project by an officer of the company who has authority to commit their firm to the proposed project.

## 3. Lump Sum Pricing:

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

Design Stage (Total	Services Below)	<u>\$29,000</u>
	ematic / Design Development Phase: centage of total lump sum)	\$10,000 34% %
	struction Documents Phase: centage of total lump sum)	\$9000 31% %
2574	Phase: centage of total lump sum)	\$5000 17% %
Construction Admi	nistration Stage (Total of Services Below)	\$5000
	struction Administration Phase: centage of total lump sum)	\$5000%
Total Consulting	<u>Services</u>	<u>\$34,000</u>

4. Payment for Additional Services: Additional Services shall be compensated at the un LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional shase contract may be increased or decreased on the basis of the unit rates. No price adjust mutually agreed to in advance through the Change Order process to the contract. All Unit include all direct labor, any supervision required, labor payroll costs, overhead (such as unliability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick at fees, tool allowance, equipment, materials, travel/mileage, printing cost, profit, and all others.	Services are requested, the ments will be made unless Pricing Hourly Rates shall employment taxes, general nd vacations, etc.) disposal
AUTHORIZED FOR LOCAL REPRODUCTION MANDATORY USE DATE OF FORM 6/2004	STANDARD FORM 330 (1/2004) PAGE 66

Design Team Billable Rates 2025:

Design Team Billable Rates 2025:	Year 1	Year 2	Year 3	Year 4	Year 5
'rincipal	\$250	\$255	\$260	\$265	\$270
'roject Manager	\$200	\$205	\$210	\$215	\$220
ssistant Project Manager	\$185	\$190	\$195	\$200	\$205
A/QC	\$185	\$190	\$195	\$200	\$205
'rincipal Architect	\$225	\$230	\$235	\$240	\$245
enior Architect	\$195	\$200	\$205	\$210	\$215
'roject Architect	\$195	\$200	\$205	\$210	\$215
rchitect Intern	\$137	\$142	\$147	\$152	\$157
enior Civil Engineer	\$185	\$190	\$195	\$200	\$205
ivil Engineer	\$185	\$190	\$195	\$200	\$205
enior Mechanical Engineer	\$225	\$230	\$235	\$240	\$245
Iechanical Engineer	\$185	\$190	\$195	\$200	\$205
<b>1echanical Engineer Intern</b>	\$150	\$155	\$160	\$165	\$170
enior Electrical Engineer	\$225	\$230	\$235	\$240	\$245
lectrical Engineer	\$195	\$200	\$205	\$210	\$215
lectrical Designer	\$175	\$180	\$185	\$190	\$195
enior Fire Protection Engineer	\$265	\$270	\$275	\$280	\$285
legistered Fire Protection Engineer	\$225	\$230	\$235	\$240	\$245
ertified Industrial Hygienist	\$195	\$200	\$205	\$210	\$215
enior Industrial Hygienist	\$185	\$190	\$195	\$200	\$205
ndustrial Hygienist	\$185	\$190	\$195	\$200	\$205
eotechnical Engineer	\$185	\$190	\$195	\$200	\$205
lectrical Engineer Intern	\$170	\$175	\$180	\$185	\$190
pecification Writer	\$185	\$190	\$195	\$200	\$205
Certified Physical Security Specialist	\$225	\$230	\$235	\$240	\$245
hysical SecurityTech/Site Surveyor	\$225	\$230	\$235	\$240	\$245
ADD Designer	\$145	\$150	\$155	\$160	\$165
enior Field Engineer	\$185	\$190	\$195	\$200	\$205
ield Engineer	\$180	\$185	\$190	\$195	\$200
accounting/Administrative	\$85	\$90	\$95	\$100	\$105
enior Cost Estimator/Scheduler	\$185	\$190	\$195	\$200	\$205
Cost Estimator/Scheduler	\$225	\$230	\$235	\$240	\$245
<b>Iistorical Preservation</b>	\$185	\$190	\$195	\$200	\$205

Blen Va Inll	Blaine Van Gansbeke, PE	
Signature	Name	
Owner	1 August 2025	
Title	Date	

#### **ATTACHMENT: B**

#### CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _West Point Engineers	, 2025, between the
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and	Blaine Van Gansbeke,
PE (CONSULTANT). OWNER intends to proceed v	with architectural/engineering
design services as described in the attached Request for Proposal document. The services	are to include the preparation
of Schematic Design Documents through Construction Documents, Bidding, and Construction	ruction Administration for the
construction of the Town Branch Wastewater Treatment Plant Window Replacement	nt Project as contemplated in
the OWNER's Request for Proposal No. 20-2025. 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 architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 20-2025.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

# **SECTION 1 - BASIC SERVICES OF CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 20-2025. (Exhibit "A"), and Consultant's Response dated <u>July 23, 2025</u> (Exhibit "B"). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 20-2025. (Exhibit "A").

After written authorization to proceed with the Evaluation and Recommendation Phase, CONSULTANT shall:

- 1. Notify the OWNER in writing of its authorized representative who shall act as Project Manager and liaison representative between the CONSULTANT and the OWNER.
- 2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See Exhibit "A" for complete listing of all deliverables.

This Agreement (consisting of pages 1 to \_\_ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 20-2025 are incorporated herein by reference as if fully stated.

# SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The OWNER may desire to have the CONSULTANT perform work or render services in connection with this Project other than as provided by Exhibit "A" of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the OWNER gives written authorization. Should the OWNER find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the CONSULTANT shall make such revisions as directed, in writing, by the OWNER. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

# **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 its 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 Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

# **SECTION 4 - PERIOD OF SERVICES**

- **4.1.** See Exhibit "A" for the project timeline/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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

# **SECTION 5 - PAYMENTS TO CONSULTANT**

# 5.1 Methods of Payment for Services of CONSULTANT

#### 5.1.1 For Basic Services.

# **Lump Sum Pricing**

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

Design Stage (Total Services Below)	\$ <u>29000</u>
Schematic Design Phase: (percentage of total services)	\$ <u>10000</u> 34 <u>%</u>
Design Development Phase: (percentage of total services)	\$9000 31%
Construction Documents Phase: (percentage of total services)	\$5000 17%
Bid Phase: (percentage of total services)	\$ <u>5000</u> 17%
Construction Administration Stage	\$5000
(percentage of total services)	14.7%

#### 5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

# **Unit Pricing**

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

	Year 1-2025	Year 2	Year 3	Year 4	Year 5
Principal	\$250	\$255	\$260	\$265	\$270
Project Manager	\$200	\$205	\$210	\$215	\$220
Assistant Project Manager	\$185	\$190	\$195	\$200	\$205
QA/QC	\$185	\$190	\$195	\$200	\$205
Principal Architect	\$225	\$230	\$235	\$240	\$245
Senior Architect	\$195	\$200	\$205	\$210	\$215
Project Architect	\$195	\$200	\$205	\$210	\$215
Architect Intern	\$137	\$142	\$147	\$152	\$157
Senior Civil Engineer	\$185	\$190	\$195	\$200	\$205
Civil Engineer	\$185	\$190	\$195	\$200	\$205
Senior Mechanical Engineer	\$225	\$230	\$235	\$240	\$245
Mechanical Engineer	\$185	\$190	\$195	\$200	\$205
<b>Mechanical Engineer Intern</b>	\$150	\$155	\$160	\$165	\$170
Senior Electrical Engineer	\$225	\$230	\$235	\$240	\$245
Electrical Engineer	\$195	\$200	\$205	\$210	\$215
Electrical Designer	\$175	\$180	\$185	\$190	\$195
Senior Fire Protection Engineer	\$265	\$270	\$275	\$280	\$285
Registered Fire Protection Engineer	\$225		\$235	\$240	\$245
Certified Industrial Hygienist	\$195	\$200	\$205	\$210	\$215
Senior Industrial Hygienist	\$185	\$190	\$195	\$200	\$205
Industrial Hygienist	\$185	\$190	\$195	\$200	\$205
Geotechnical Engineer	\$185	\$190	\$195	\$200	\$205
<b>Electrical Engineer Intern</b>	\$170	\$175	\$180	\$185	\$190
Specification Writer	\$185	\$190	\$195	\$200	\$205
Certified Physical Security Specialist	\$225	\$230	\$235	\$240	\$245
Physical SecurityTech/Site Surveyor	\$225	\$230	\$235	\$240	\$245
CADD Designer	\$145	\$150	\$155	\$160	\$165
Senior Field Engineer	\$185	\$190	\$195	\$200	\$205
Field Engineer	\$180	\$185	\$190	\$195	\$200
Accounting/Administrative	\$85	\$90	\$95	\$100	\$105
Senior Cost Estimator/Scheduler	\$185	\$190	\$195	\$200	\$205
Cost Estimator/Scheduler	\$225	1	\$235	\$240	\$245
Historical Preservation	\$185		\$195	\$200	\$205

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

# 1.5. Times of Payment.

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

# 1.6. 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 an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is to the total amount of work provided for herein, as determined by mutual agreement between the OWNER and the 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, and the amount to be paid shall be determined by the **OWNER**.
- **5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

# SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

## 1.6. Termination

- 6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.
- **6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

# 1.7. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to 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**.

# 1.8. 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 which 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, defend, and hold OWNER harmless therefrom.
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in

AUTHORIZED FOR LOCAL REPRODUCTION MANDATORY USE DATE OF FORM 6/2004

# 1.9. Successors and Assigns.

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

# 1.10. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the CONSULTANT or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the CONSULTANT, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Agreement in accordance with the directions of the OWNER.

# 1.11. 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 architects and 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 Drawings and Specifications have been accepted by the OWNER, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the CONSULTANT, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the OWNER, the CONSULTANT has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of CONSULTANT to provide the expected level of accuracy may be grounds for the OWNER to disqualify CONSULTANT from consideration for future CONSULTANT service agreements.

## 1.12. Security Clause.

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

## 1.13. Access to Records.

The CONSULTANT and its sub-CONSULTANTS shall maintain all books, documents, papers, and

accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

# 1.14. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2018 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

# **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the 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 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**

- 1.8. This Agreement is subject to the following provisions.
- 8.1.2. Pursuant to subparagraph 3.4 of this Agreement, OWNER has assigned the appropriate Lexington-Fayette Urban County Government employee (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 their 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 their designee. The CONSULTANT shall look only to the OWNER'S Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon OWNER. OWNER shall respond to written requests by CONSULTANT within thirty (30) days.

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

OWNER:	CONSULTANT:	
Blaine Van Gansbeke		_

# 7. Required Forms

AUTHORIZED FOR LOCAL REPRODUCTION MANDATORY USE DATE OF FORM 6/2004

# **AFFIDAVIT**

Comes the Affiant, Maine Von Ganglih , and afte
being first duly sworn, states under penalty of perjury as follows:
1. His/her name is
<ol> <li>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 o the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.</li> </ol>
<ol><li>Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.</li></ol>
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 Urbar 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.
<ol> <li>Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."</li> </ol>

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 Kentuchy			
COUNTY OF Jeffine			
The foregoing instrument was subscribed, sworn to and		0110	ne
by Alvine Von Gonshehr	on this the	<u> </u>	day
of August , 2025.			
My Commission expires: 02/12/28			



### **EQUAL OPPORTUNITY AGREEMENT**

#### Standard Title VI Assurance

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

#### The Law

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

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

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

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

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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

Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

# **Bidders**

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

Signature

West Point Engineers

Name of Organization: West Point Engineers

Categories	Total	Wh (N Hisp o Lati	ot anic r		oanic atino	Blac Afric Amer (N Hisp or La	an- ican ot anic	Nat Hawa and C Pac Islar (N Hisp or La	alian Other offic nder ot anic	(N Hisp	ian Not canic atino	Ind Ala N ( His	erican lian or askan ative (not spanic Latino	m ra (I His	ore ces Not panic atino	То	tal
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### DIRECTOR, DIVISION OF PROCUREMENT 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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>
859-258-3323

Firm Submitting Proposal: West Bolint Engineers
Complete Address: 1941 Pichog Lanc Suit 400 Conin le 40)18  Street City Zip
Contact Name: Sarah 8: her Title: Director of Harhaling
Telephone Number: 76ร เวร - ยาเง Fax Number:
Email address: Soral bilbuer a walgoint engineers. com



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women's Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service-Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <a href="https://lexingtonky.diversitycompliance.com/">https://lexingtonky.diversitycompliance.com/</a>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, <a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>.



# LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 20-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bld/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 the Division of Procurement for approval immediately. Failure to submit a completed form may cause rejection of the bld.

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOS B	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Vast Boint Engineers	501057	Engineerily		402
2. Studio A	MBE	Architecture		157.
3. Element Ocsign	HBE	Landsenge Architecture		57.
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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** 

8/1/25	Objector of Nurhaday	
Date	Title	
50		

<b>LEXINGTON</b>
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LFUCG MWDBE SUBSTI	TUTION FORM
Bid/RFP/Ouote Reference	# 20-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement 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. Note: Form required if a subcontractor is being substituted on a contract.

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.

Was Polled	Engineers	120	
Company	,	Company Representative	

ate Sills Divider & Mahadh



## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

- 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
- Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the
  past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or
  SDVOSBs to partner with on LFUCG contracts and procurements.
- Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

- Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- 6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
- 7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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 small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
- Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
- 10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- 11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
- 12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be

construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

- 13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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 small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- 15. Other any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

## OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Project Name: Contact Name:	dint Engineers  Links Replacements  Serial Bilmer	Date: Project Number: Telephone:	8/1/25 20-2028 765-135-0216		
The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.  The information submitted in response to this clause will not be considered in any scored evaluation.					
Failure to submit	this form may cause the bid or pr	oposal to be rejecte	xd.		
Is the Bio	ider/ Proposer a certified firm?	Yes Ø No□			
If yes, indicate all	l certification type(s):				
DBE□	MBE □	WBE □	SBE□	VOSB/SDVOSB	
and supply a copy Business Enterpr	y of the certificate and/or certificates Program's (MBEP) certified li	ation letter if not cur ist.	rrently listed on the	city's Minority	
the last two year	of firms that Bidder/ Proposers that are minority-owned, wo eir certification status.	r has had a contro man-owned, veter	actual relationship ran-owned or sma	with within Il businesses,	

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?
--

Yes No 🗆

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

	Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
	Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
	Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
	Bidder sponsored an Economic Inclusion Outreach event.
	Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
	Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
	Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
	Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
Ø	Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
6	Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Vest Boint Engineers
Company
8/1/25
Date

Company Representative

Director of Markedly

Title

4870-1925-6809, v. 1

#### **GENERAL PROVISIONS**

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

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

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

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

#### A. Termination for Cause

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

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

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

Signature 8/1/25



202-205-8800 | sha.gov 409 3rd St., SW. Washington DC 20416

Feb. 5, 2024

WEST POINT ENGINEERS LLC SAM UED DEJEN69ZLAXS 1941 BISHOP LN LOUISVILLE, KY 40218

Veteran: Blaine Van Gansbeke

Dear WEST POINT ENGINEERS LLC:

am writing to inform you that WEST POINT ENGINEERS LLC has been recertified by the Veteran Small Business Certification (VetCert) Program at SBA. Your certification confirms your continued eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

#### What you need to know:

- WEST POINT ENGINEERS LLC is certified as a Service-Disabled Veteran-Owned Small Business
- (SDVDSB) and publicly fisted at <u>veterans certify stations</u>.

  Your receptification is valid for three (3) years from the date of your prior expiration.

  You may visit <u>58A's website to download 58A approved digital icons</u> that indicate your certification status.
- . SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

#### What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program. SILCH ASI

- · a closure
- · a change to the firm's ownership, business structure, or control
- · filing of a bankruptcy
- · a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans certify shalony. Fallure to report eligibility changes within 30 days of the change could result in:

- · Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm WEST POINT ENGINEERS LLC continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely.

John 8. Perkins

Com Z Hater

Director Veteran Small Business Certification Program

All SBA programs and services are extended to the public on a appointmentary basis.



Andy Beshear

# FINANCE AND ADMINISTRATION CABINET OFFICE OF EEO & CONTRACT COMPLIANCE

200 Mero Street, 5th Floor Frankfort, Kentucky 40622 Phone: (502) 564-2874 Fax; (502) 564-1055 Holly M. Johnson

Singer Buchanan

May 29, 2024

Blaine Van Gansbeke West Point Engineers, PLLC 1941 Bishop Lane Suite 400 Louisville, KY 40218

Subject Service-Disabled Veteran-Owned Small Business Program

Dear Blaine Van Gansbeke:

This letter acknowledges that West Point Engineers, PLLC has been certified as a Service-Disabled Veteran-Owned Small Business by the Commonwealth of Kentucky. The certification expires: May 30, 2027.

In order to legally conduct business in Kentucky most businesses are required to register with the Kentucky Secretary of State and the Department of Revenue. The Kentucky One Stop Business portal contains valuable information about business registration, licenses and permits, insurance requirements, etc. To access the portal, go to: <a href="https://onestop.ky.gov/Pages/default.aspx">https://onestop.ky.gov/Pages/default.aspx</a>.

Sincerely,

Singer Buchanan

Singer Buchanan Executive Director

