

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Strand Associates, Inc.<sup>®</sup> 1525 Bull Lea Road, Suite 100, Lexington, KY 40511 (**CONSULTANT**). **OWNER** intends to proceed with the Contract 2-Right-Of-Way or Easement Acquisition Services Program as described in the attached Exhibit A. "Request for Qualifications for Professional Engineering Services, Contract 2, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

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

#### 1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 2, RFP# 13-2014" (including Addenda 1-3), and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP# 13-2014), and amendments to the **CONSULTANT'S** proposal included in

**attached Exhibit C “Further Description of Basic Engineering Services and Related Matters.”**

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

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

**SECTION 2 - EXTRA WORK BY CONSULTANT**

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

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

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

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

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

Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

**4.3.3.** If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.

**4.3.4.** If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

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

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

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

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

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

5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each Project Assignment. For assignments with defined scope, lump sum assignments shall be issued. Otherwise Project Assignments shall include time and materials payment terms.

5.1.1.c Each Project Assignment issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section

8.1.1 shall be the only person authorized to provide such approval.

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

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

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

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

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

## **6.4. Successors and Assigns**

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

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

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

## **6.5. Disputes**

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

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

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

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

## **6.7. Security Clause**

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

## **6.8. Access to Records**

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

Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering agreements.

## **6.9. Risk Management Provisions, Insurance and Indemnification**

### **6.9.1. Definitions**

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

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

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

### **6.9.2. Indemnification and Hold Harmless Provision**

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



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

### **6.9.3. Financial Responsibility**

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

### **6.9.4. Insurance Requirements**

#### **6.9.4.1. Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

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

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

#### **6.9.4.2. Renewals**

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

#### **6.9.4.3. Right to Review, Audit and Inspect**

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

#### **6.9.5 Safety and Loss Control**

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

#### **6.9.6 Definition of Default**

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

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

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

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

### **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

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

Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

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

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

STRAND ASSOCIATES, INC.<sup>R</sup>

BY: *Jim Gray*  
JIM GRAY, MAYOR

BY: *Matthew S. Richards*  
Matthew S. Richards  
Corporate Secretary

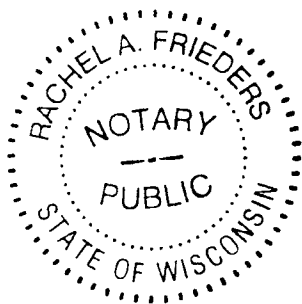
ATTEST:

*Matthe M. Kelly*  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )  
*State of Wisconsin* )  
COUNTY OF FAYETTE )  
*Dane*

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Matthew S. Richards*, as the duly authorized representative for and on behalf of *Strand Assoc, Inc.*, on this the *21st* day of *May*, 2014.

My commission expires: *June 20, 2017*.

*Rachela Frieders*  
NOTARY PUBLIC



**EXHIBIT A**

**REQUEST FOR PROPOSALS/  
SCOPE OF ENGINEERING SERVICES  
AND RELATED MATTERS**

**RFP# 13- 2014**



# Lexington-Fayette Urban County Government

## Request for Proposal

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

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

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

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

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

If mailed, the envelope must be addressed to:

Theresa Maynard – Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

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

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



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

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

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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

**SELECTION CRITERIA:**

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

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

**Questions regarding this RFP shall be addressed to:**

Theresa Maynard, Buyer Senior  
Division of Central Purchasing  
[theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov)

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

**The Deadline for Questions is Thursday, March 12<sup>th</sup>, 2014 at 2:00 pm local time.**

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

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

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



## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

---

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_  
**Name & Title**

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- k. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.





## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dec Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycyky.org">jcoles@cycyky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:patriceem@keynewsjournal.com">patriceem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # \_\_\_\_\_**

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

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

\_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

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

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

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

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

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

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

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

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

\_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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

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**A. 1.0 DEFINITIONS.**

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

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

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

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**3.0 FINANCIAL RESPONSIBILITY**

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

#### 4.0 **INSURANCE REQUIREMENTS**

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

##### 4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.

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

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

NONE

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### 4.5. Verification of Coverage

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

#### 4.6. Right to Review, Audit and Inspect

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

### **5.0 SAFETY AND LOSS CONTROL**

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



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

**6.0 DEFINITION OF DEFAULT**

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

00302720

# Request for Qualifications (RFQ) for Professional Engineering Services

## 1. Background

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

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

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

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

## **2. Contract Type and Contracting Process**

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

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

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

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

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

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

### 3. General Project Description

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

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

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

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

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

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

#### 4. Submittals

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

##### Section

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

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

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

## **5. Disadvantaged Business Enterprise (DBE) Notice**

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

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

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

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

## 6. Selection Criteria (Attachment 2)

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

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

### Notes:

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

Attachment 1

**Project Team Location(s)**

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

**Notes:**

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



## Attachment 2 – RFP #13-2014 Scoring Sheet

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

Consultant Name:					
Project Category:					
Selection Criteria	Notes	Score (1-5)	Weighted Factor Multiplier (A)	Total Points Possible (B)	Weighted Score (A x B)
Overall expertise of the firm	Acceptable: at least 3 similar projects:			15	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years:			25	
Past performance in the service category	Based on work for LFUCG and/or reference clients:			25	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years:			15	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ:				
	4.5 - Prime has "local" HQ:				
	4.0 - Prime has non-local Kentucky HQ:				
	3.5 - Prime has non-local KY office:				
	1.0 to 3.0 - Prime has no Kentucky office (consider distance):			20	
<b>Final Technical Score</b>				<b>100</b>	

## Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit \_\_\_\_\_  
 Affirmative Action Plan \_\_\_\_\_  
 EEO Agreement \_\_\_\_\_  
 Workforce Analysis \_\_\_\_\_  
 Insurance \_\_\_\_\_

Comments:

Description	Adjective	Numeric Rating	Weighted Factor Multiplier (A)
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1	0.2
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2	0.4
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3	0.6
Meets requirements and exceeds some requirements; no deficiencies	Good	4	0.8
Exceeds most, if not all requirements; no deficiencies	Excellent	5	1.0



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: **#13-2014**

Date: March 3, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

“Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 26, 2014.**”

*Paragraph one on page two should read as follows:*

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

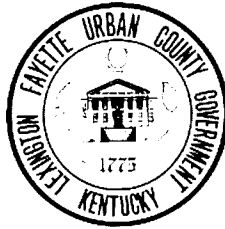
Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: **#13-2014**

Date: March 7, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

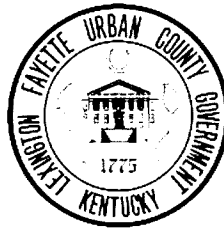
Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: #**13-2014**

Date: March 17, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_

## SIGN-IN SHEET

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

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG - Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Askin	strand	225-8500	Mark.Askin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233-2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul WARSAN	THELEN ASSOCIATES	226-0761	PWARSAN@thelensllc.com
Laura Mize	Lockner	224-4476	LMIZE@kwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859 554 3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	g.isaacs@palmer.net.com
Kevin Dameron	Palmer	859.537.6657	kdameron@palmer.net.com
MIKE MERRITT	SEWER	859-243-5578	M.MERRITT@SEWER.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-0732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Povelich	BFMJ Structural Eng	859-278-5050	n.povelich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Anslie	L.E. Leggett	859-252-7558	janslie@leggett.com
WALTER BOWMAN	W Bowman Assoc	859 619 0129	walthowman@fuc.com







## Questions for RFP #13-2014

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

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

---

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**

March 26, 2014

Ms. Theresa Maynard, Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

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

Dear Ms. Maynard:

Thank you for the opportunity to submit this statement of qualifications for the above referenced project. We are submitting our qualifications for the following contracts:

- **Contract 1 - Roadway Corridor and Intersection Design/Planning**
- **Contract 2 - Right-Of-Way or Easement Acquisition**
- **Contract 3 - Construction Drawings Review for DOE Manual Compliance**
- **Contract 4 - Structures or Bridge Design**
- **Contract 5 - Pedestrian, Bike, or Multimodal Trail Design/Planning**
- **Contract 6 - Traffic Signal Design**

Should you have any questions concerning the content of our submittal, please feel free to contact me at your earliest convenience. Thank you in advance for consideration of our firm and we look forward to the opportunity to continue our service on behalf the Lexington-Fayette Urban County Government.

Sincerely,

STRAND ASSOCIATES, INC.<sup>®</sup>



Michael A. Woolum, P.E., P.L.S.  
Vice President

# Table of Contents

Tab Section

<b>Contract 1 - Roadway Corridor and Intersection Design/Planning</b>	
■ .....	1
<b>Contract 2 - Right-Of-Way or Easement Acquisition</b>	
■ .....	2
<b>Contract 3 - Construction Drawings Review for DOE Manual Compliance</b>	
■ .....	3
<b>Contract 4 - Structures or Bridge Design</b>	
■ .....	4
<b>Contract 5 - Pedestrian, Bike, or Multimodal Trail Design/Planning</b>	
■ .....	5
<b>Contract 6 - Traffic Signal Design</b>	
■ .....	6
<b>Appendix A - Resume Section</b>	
<b>Appendix B - Required Forms &amp; Misc. Documents</b>	
● <b><u>Strand Associates, Inc.</u></b>	
<i>MBE/WBE Participation</i>	
<i>Good Faith Effort</i>	
<i>Affirmative Action Plan</i>	
<i>Equal Opportunity Agreement</i>	
<i>Work Force Analysis Form</i>	
<i>Certificate of Liability Insurance</i>	
● <b><u>Third Rock Consulting, Inc.</u></b>	
<i>Work Force Analysis Form</i>	
<i>Firm Profile</i>	
● <b><u>Cultural Resource Analysts, Inc.</u></b>	
<i>Work Force Analysis Form</i>	
<i>Firm Profile</i>	
● <b><u>EHI Consultants</u></b>	
<i>Work Force Analysis Form</i>	
<i>Firm Profile</i>	
● <b><u>Barr &amp; Prevost</u></b>	
<i>Work Force Analysis Form</i>	
<i>Firm Profile</i>	
● <b><u>Jacobi, Toombs and Lanz, Inc.</u></b>	
<i>Work Force Analysis Form</i>	
<i>Firm Profile</i>	



## 2. Firm Qualifications

### Strand's Experienced Rights-of-Way and Easement Acquisition Team Meets LFUCG's Needs

Our informed infrastructure recommendations help maximize community benefits.

Efficient easement and rights-of-way acquisition is essential for successful project completion. Strand regularly helps our clients succeed through rights-of-way and easement acquisition for a wide variety of projects. Typical project types include: major site developments; roadways; streetscapes; and utilities. Our approach to providing these services is based on specific client needs. Some projects may require only the preparation of easement descriptions and exhibits, while other projects may require property-owner negotiations and legal/appraisal services. We are prequalified by KYTC to provide rights-of-way acquisition services to support roadway projects. Strand's Project Team includes individuals that address all aspects of rights-of-way and easement acquisition. This includes:

- Development of Easement Legal Descriptions.
- Development of Easement Plats.
- Site Surveying.
- Deed Research.
- Acquisition, including property owner negotiation.

Through our partnerships with other local firms, we are also able to provide the following services if required by LFUCG:

- Property Title and Closings.
- Appraisals.

### Experienced Project Management Addresses All Project Requirements

Diverse project requirements are addressed by Strand's flexible project teams.

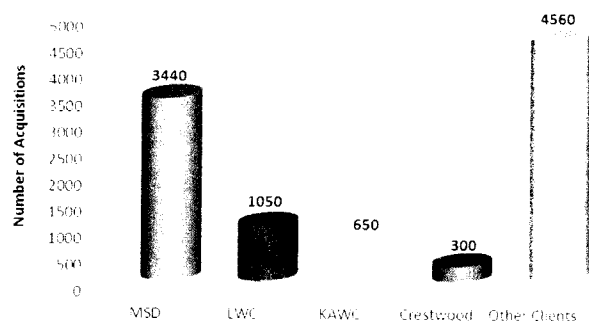
Our Project Team is experienced in all phases of rights-of-way and easement acquisition. We regularly work with a wide range of clients with diverse rights-of-way and easement acquisition procedures. While many of the requirements are similar for various organizations, we recognize the unique requirements of each client, and establish procedures at the beginning of project development to address these specific needs. Our managers are also experienced engineers with years of design and construction-related experience. This experience enhances our ability to understand and communicate project requirements and help clients obtain easements and rights-of-way.

### Client History and Related References Provide Further Confirmation of Rights-of-Way and Easement Acquisition Expertise and Ability to Meet Client's Needs

Strong client relationships are forged by successful project endeavors.

Strand has a long history of providing rights-of-way and easement acquisition services to a broad range of clients throughout Kentucky. We have served state agencies, including the Kentucky Transportation Cabinet and the Kentucky Finance and Administration Cabinet. Our success in obtaining rights-of-way for KYTC is unrivaled. We have also served municipalities, including LFUCG, Louisville MSD and Crestwood. The adjacent graphic attests to our Kentucky experience obtaining easements and rights-of-way.

Right-of-Way Acquisitions

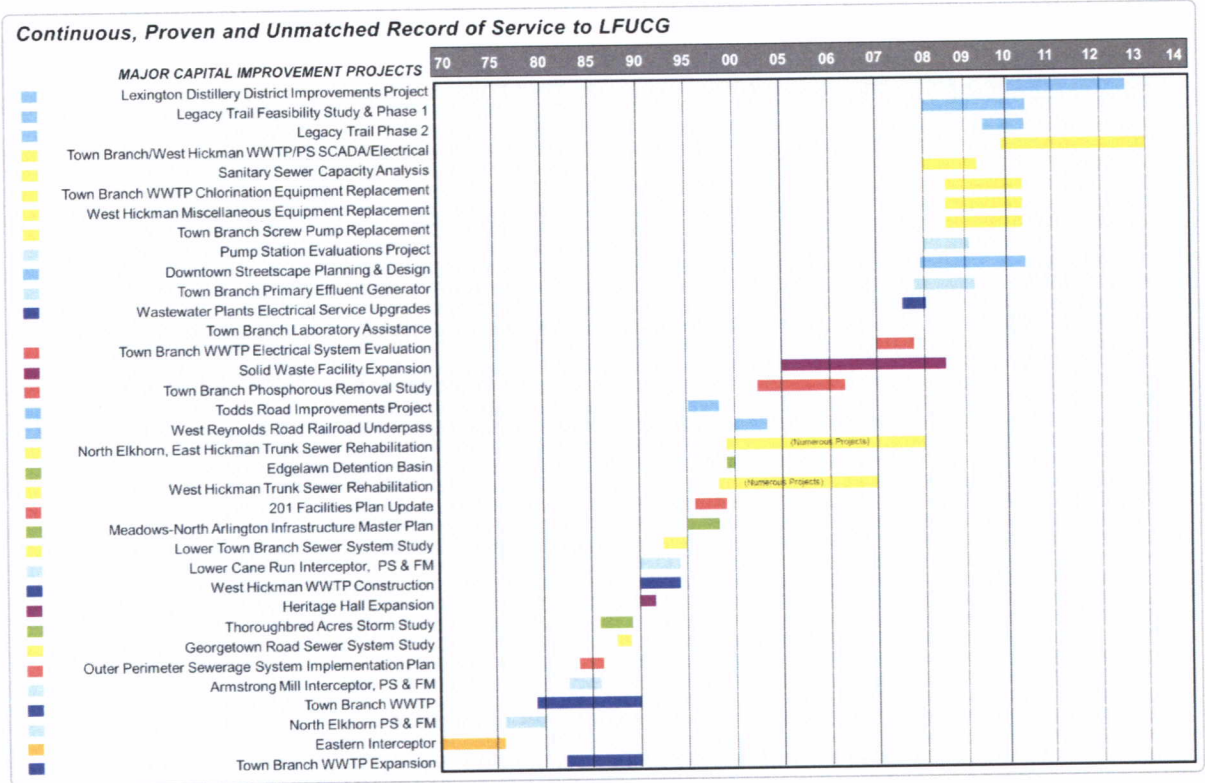


Strand has been successful in obtaining over 10,000 easement and fee simple acquisition in addition to our work with KYTC.

### Our 40+ Years of Local Service Demonstrate Our Commitment to LFUCG

As documented in the chart below, our local office has been serving LFUCG for over 40 years on a variety of infrastructure needs. Many of these projects required the acquisition of easements and rights-of-way.

Longevity and continuity is a hallmark of Strand's stormwater team.





# 3. Project Team

## Experienced Project Managers with Support of Seasoned Project Team Members Provide Specialized Experience to Meet LFUCG’s Rights of Way and Easement Acquisition Needs

**Our Team has the required credentials and capabilities, and commitment to help LFUCG successfully implemented projects.**

Rights-of-Way acquisition is a significant service area within the Strand organization. Our Project Team is composed of experienced personnel that provide Rights of Way and Easement services to a wide variety of Strand clients in Kentucky. These services are often provided as part of a bigger scope of services that includes design and construction-related services. However, Strand staff regularly provide rights-of-way and easement services as a specialty consultant. Our Team members are experienced in all phases of acquisition, including easement development, platting requirements, deed research, field surveying and serving as acquisition agents. Each of our Team members also has well-rounded experience providing design- and construction-phase services for municipal projects. We find this understanding of design and construction helps when staff are serving in a right of way acquisition role.

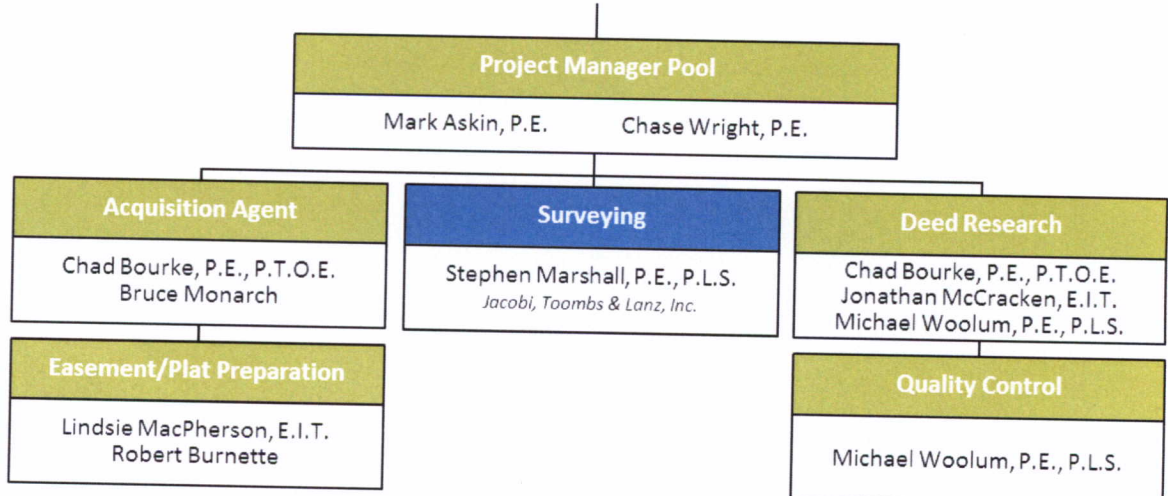
Strand’s surveying and easement/plat development capabilities are supplemented with the inclusion of Jacobi, Toombs and Lanz, Inc (JTL) on our Team. Additionally, Strand has relationships with several title attorneys and appraisers that allow us to provide property title/closing and appraisal services if required by LFUCG.

The individuals listed in the organizational chart below will serve in key leadership positions responsible for guiding and directing other Team members during the course of the project. Thumbnail resumes for key personnel follow within this section with full resumes of the primary team members included as an attachment in the *Appendix A - Resume Section*.



*“Strand is KYTC Prequalified for all services contemplated under this contract.”*

**Listed resources are also supported by other locally available staff.**



## Project Management and Key Team Leaders

The Project Team organizational chart includes a “pool” of available project managers. Project managers will be selected based on individual project requirements for specific LFUCG projects as they are identified. Each of these project managers meets the minimum experience requirements contained in the LFUCG request for proposals.

**Mark is recognized as a leading rights-of-way professional in the Commonwealth of Kentucky**

**Mark Askin, P.E.** will serve as Strand Project Manager for easements and rights-of-way acquisition. Mark currently serves as Director of Strand's Right-of-Way and Easement Acquisition Department and provides these services for clients throughout Kentucky. He has more than 17 years of experience working with KYTC, utility companies, and municipalities on right-of-way acquisition projects. In total, Mark has acquired or overseen the acquisition of over 4,600 parcels for multiple clients. Mark’s experience in transportation design as well as right-of-way acquisition contributes to his wealth of knowledge that has led to his team’s high acquisition rate. Projects managed by Mark have been completed within the project schedule averaged a 97 percent acquisition rate without the use of eminent domain procedures. With projects ongoing or completed in Districts 1,2,3,4,5,6,7, and 8 Mark has developed relationships with KYTC staff and understands their individual expectations.



**Chase Wright, P.E.** has eight years of experience in transportation engineering. Chase’s transportation experience includes providing engineering and management services to LFUCG, KYTC, and other local public agencies with federally funded projects. His projects often include right-of-way and easement aspects from deed research to acquisition services. On the recent Paris Safe Route to School Project, Chase led the project team that established property boundaries, determined easement extents, developed easement exhibits, and prepared deeds all following the requirements of FHWA. Chase as also led similar efforts for utility projects for Paris and Bourbon County.



**Michael Woolum, P.E., P.L.S.** will be responsible for Quality Control. Mike has 30 years of experience in civil engineering which includes providing a wide range of engineering services to LFUCG since 1985. His diverse project experience includes planning, design and construction services for municipal transportation, streetscape and utility projects. Mike is a licensed surveyor with experience performing property surveys and developing plats and easement descriptions. Mike’s diverse experience makes him a perfect match to serve in a QC role for this project.



**Chad Bourke, P.E., P.T.O.E.** will serve as an Acquisition Agent for this project. He has over seven years of engineering experience creating planning studies, performing roadway design, construction observation, and acquiring right-of-way. Chad’s experience on projects from planning through construction gives him the ability to promptly answer property owner questions. He has worked as an acquisition agent for multiple clients, including KYTC.



**John Bruce Monarch**, will serve as a **Right of Way Acquisition Agent** for this project. Bruce has 30 years of experience in Civil Engineering and a year of experience in R/W Acquisition. Bruce has worked on several KYTC R/W acquisition projects including; Scott Co., Item No. 07-212.00 Reconstruction of US-460 eight parcels, Nelson/Spencer Co., Item No. 4-287.50 Bardstown-Louisville; Relocation of US-31E seven parcels, Trigg Co. Item No. 1-180.10 Cadiz-Aurora, Trigg Co. Item No. 1-180.11 Cadiz-Aurora eight parcels, Christian Co. Item No. 2-8505.00 Extend Lovers Lane six parcels, Fayette Co. 7-593.20 Newtown Pike Extension eighteen parcels, Fayette Co. Item No. 7-113.00 New Circle Road Rehab and Widening six parcels.



**Lindsie R. MacPherson, E.I.T.**, is a Project Engineer with 2 years of experience in planning and design for site development and stormwater and green infrastructure related interests.. Lindsie will serve the role of project engineer, assisting with easement and plat preparation, drainage design, stormwater planning and infrastructure design, and permitting.



Experience matrix highlights reciprocal capabilities offered by project team members.

*Team Member Experience Matrix*

*Key Project-Related Experience Attributes*

*"Our team's experience and capabilities match your specific project needs."*

Team Member	Project Management	KYTC Approved Acquisition Agent	Field Surveying	Easement Preparation	Deed Research	Plat Preparation	Utility Coordination	Site/Civil Design	Site/Civil Construction
Mark Askin, P.E.									
Jonathan McCracken, E.I.T.	✓	✓	✓				✓	✓	✓
Bruce Monarch									
Chad Bourke, P.E., P.T.O.E.	✓	✓			✓		✓	✓	✓
Michael Woolum, P.E., P.L.S.									
Lindsie MacPherson, E.I.T.	✓				✓		✓	✓	✓
Robert Burnette									

**Subconsultant Participation**

Our Project Team is supported by the added technical resources provided by Jacobi, Toombs and Lanz, Inc. (JTL), JTL also provides our Team with DBE subcontracting opportunities in line with LFUCG's 10% participation goal. Our Project Management Team will work closely with each subconsultant firm to utilize the specialized services they bring to bear on behalf of LFUCG for this project. With LFUCG's approval, Strand is also prepared to include additional DBE subconsultant firms as project assignments require to meet LFUCG's 10% participation goal.



### **Project Management Plan**

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**Strand's  
Management Plan  
and past project  
history  
demonstrate  
commitment to  
staffing continuity.**

Upon initiation of each and every Strand project, a Project Management Plan is prepared that outlines project objectives, key responsibilities and deliverable requirements supported by a well-defined staff assignment-accountability system. We routinely establish a leadership team for each project that includes a firm principal, project manager, and project assistant who lead a direct other required personnel. Regular team meetings also allow our Project Team to stay abreast of related activities for others that are involved. As noted in the staff organizational chart on the previous page, each of our identified key staff not only includes a committed backup for this noted discipline, but also can rely on others that will be involved who offer similar capabilities in the event of a staffing change. Our Project Management Pool approach allows us to easily commit any of these individuals for this role for multiple project assignments. We also have the ability to rely on other qualified firm personnel who are locally-based for both leadership and technical support positions.

## 4. Clients for Which Similar Work has Been Performed

**Client History and Related References Provide Further Confirmation of Right-of-Way and Easement Acquisition Expertise and Ability to Meet Clients Needs**

<i>Client Name</i>	<i>Similar Projects Completed</i>
Vicki Coombs, PE Louisville and Jefferson County MSD Louisville, KY (502) 540-6131 <a href="mailto:coombs@msdlouky.org">coombs@msdlouky.org</a>	Jeffersontown Force Main Easements/Plats Hikes Lane Interceptor Easements/Plats
Brad Frazier, PE Lexington-Fayette Urban County Government Lexington, KY (859) 258-3410 <a href="mailto:bfrazier@lexingtonky.gov">bfrazier@lexingtonky.gov</a>	Lower Cane Run Interceptor Sewer and Force Main Easements and ROW
Charles Hale, Right-of-Way Supervisor Kentucky Transportation Cabinet-District 8 Somerset, KY (606) 677-4017 <a href="mailto:charles.hale@ky.gov">charles.hale@ky.gov</a>	US 460, Scott County ROW Acquisition New Circle Road, Fayette County ROW Acquisition Watterson Trail, Jefferson County ROW Acquisition
Judge Donnie Foley Bourbon County Fiscal Court Paris, KY (859) 987-2135 <a href="mailto:bocojudgeexec@yahoo.com">bocojudgeexec@yahoo.com</a>	Bourbon Hills and Lynnwood Drive Sanitary Sewer Easements US 68 Bypass Utility Relocation ROW
Paul Gannoe, Executive Dir. F&A Cabinet Commonwealth of Kentucky Frankfort, KY (502) 564-3155 x240 <a href="mailto:Paul.gannoe@ky.gov">Paul.gannoe@ky.gov</a>	Kentucky Horse Park Wastewater Force Main Easements Eastern State Hospital Platted Utility Easements

## 5. List of Similar Projects

### **Previous Experience Demonstrates Understanding Required to Address Varied Rights-of-Way and Easement Acquisition Needs**

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**Strand has been providing quality professional engineering services to LFUCG since 1968.**

Strand has served LFUCG and other state and local governments on a broad range of easement and rights-of-way acquisition services for over 40 years. Services provided have included: easement and plat preparation; field surveying; legal description preparation; property owner negotiations; and legal/appraisal services. These services have been provided as part of a larger design-services contract where Strand performed utility, roadway and site design, or as stand-alone easement/rights-of-way services provided as a specialty consultant for a variety of state and local entities.

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**Experience with key areas of consideration provide confidence in Strand's ability to serve this important project component.**

Our Project Team includes individuals who not only bring working knowledge of acquisition requirements, but also design and construction implications of rights-of-way acquisition. The table on the following page outlines a select listing of easement and rights-of-way acquisition projects that highlight our credentials to serve LFUCG's needs for this important project need.

## 5. List of Similar Projects

### Previous Experience Demonstrates Understanding Required to Address Varied Stormwater Related Project Needs

Strand has been providing quality professional engineering services to LFUCG since 1968.

Strand has served LFUCG and other state and local governments on a broad range of stormwater-related projects over these last 35+ years. Services provided have included permitting, planning, design and construction-related support for various projects including roadway, neighborhood drainage, flood abatement, channel restoration, flood control and infrastructure rehabilitation, calling on all disciplines of engineering with our in-house resources. In addition, members of our Team are recognized for their innovative approaches in solving challenging stormwater problems with both structural and non-structural systems, including award winning experience on flood control dams and application of green infrastructure solutions. Our experience with LFUCG is testimony to this fact with our notable accomplishments with the Meadows, Northland, Arlington Neighborhood CIP and Downtown Streetscape Improvements project.



**Appomattox Road Culvert Replacement -Double 12-foot x 6-foot R.C. Box Culvert.**



**Chambered 12-foot x 6-foot storm and 5-foot x 4-foot sanitary R.C. Box Culvert - Downstream.**



**Heritage Hall Expansion - Chambered 12-foot x 6-foot storm and 5-foot x 4-foot sanitary R.C. Box Culvert - Upstream Town Branch Creek.**

Experience with key areas of consideration provide confidence in Strand's ability to serve this RMP program component.

In supporting the stormwater management related needs associated with LFUCG's Remedial Measures Plan (RMP), our Team's capabilities and familiarity with local flooding problems are well suited to address the varied challenges and conditions that exist. Our project listing and Team's experience includes specialized capabilities in the following key areas of consideration:

- Easements and Rights-of-Way Acquisition
- Public Involvement
- Stormwater Management Control Basins
- Open Channel/Pipe Systems
- CIP and Pre-Cast Structural Systems
- Utility Relocations
- FEMA CLOMR/LOMR
- Environmental Permitting (401/404)
- Aesthetics and Local Context

Our Project Team includes individuals who not only bring working knowledge of LFUCG's drainage infrastructure realm, but professionals who also possess rare skills in administering to construction contracts with high public expectations. The table on the following page outlines a select listing of stormwater-related projects that highlight our credentials to serve LFUCG's needs for this important RMP component.

**List of Similar Projects**

Project Name	Date	Services Provided	Project Description	Construction Cost	Key Team Member
Rights-of-Way Acquisition - Newtown Pike Extension Kentucky Transportation Cabinet Fayette County, KY	On-going	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 28 parcels are being acquired to facilitate the roadway improvement project.</li> <li>12 of the Parcels are in the minor acquisition review category.</li> <li>3 of the Parcels require relocations.</li> </ul>	N/A	Mark Askin, P.E. Bruce Monarch
Rights-of-Way Acquisition - New Circle Road (KY 4) Kentucky Transportation Cabinet Fayette County, KY	On-going	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 40 parcels are being acquired to facilitate the roadway improvement project.</li> <li>10 of the Parcels are in the minor acquisition review category.</li> <li>7 of the Parcels require relocations.</li> </ul>	N/A	Mark Askin, P.E. Chad Bourke, P.E., P.T.O.E. Bruce Monarch
Rights-of-Way Acquisition - Bardstown-Louisville Lane (US 31E) Kentucky Transportation Cabinet Nelson County, KY	On-going	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 70 parcels are being acquired to facilitate the roadway improvement project.</li> <li>39 of the Parcels require relocations.</li> </ul>	N/A	Mark Askin, P.E. Chad Bourke, P.E., P.T.O.E.
Rights-of-Way Acquisition - I 65/KY 222 Interchange Kentucky Transportation Cabinet Hardin County, KY	On-going	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 30 parcels are being acquired to facilitate the roadway improvement project.</li> <li>3 of the Parcels require relocations.</li> </ul>	N/A	Mark Askin, P.E. Chad Bourke, P.E., P.T.O.E.
Paris Safe Route to School City of Paris Paris, KY	2014	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> <li>Sidewalk improvements along KY 1939.</li> <li>Development of required easement documentation for partial acquisition of 14 parcels.</li> <li>Drainage improvements including two new culverts.</li> <li>Sidewalk designed to minimize cost and avoid existing conflicts with utilities and trees.</li> </ul>	\$160,000	Michael Woolum, P.E., P.L.S. Mark Askin, P.E. Chase Wright, P.E.
Rights-of-Way Acquisition - US 460 Kentucky Transportation Cabinet Scott County, KY	2013	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 19 parcels were acquired to facilitate the roadway improvement project.</li> <li>12 of the Parcels were in the minor acquisition review category.</li> <li>5 of the Parcels required relocations.</li> </ul>	N/A	Mark Askin, P.E. Bruce Monarch Jonathan McCracken, E.I.T.
Rights-of-Way Acquisition - US 68/80 Kentucky Transportation Cabinet Trigg County, KY	2012	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 32 parcels were acquired to facilitate the roadway improvement project.</li> <li>7 of the Parcels were in the minor acquisition review category.</li> </ul>	N/A	Mark Askin, P.E. Bruce Monarch
Rights-of-Way Acquisition - Three Springs Road Kentucky Transportation Cabinet Warren County, KY	2011	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 17 parcels were acquired to facilitate the roadway improvement project.</li> <li>Each parcel is a strip-taking on a commercial property.</li> </ul>	N/A	Mark Askin, P.E.
US 68/US 27 Bypass Water Main Extension City of Paris Paris, KY	2011	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> <li>Water main extension providing a critical loop in the water system.</li> <li>Portion of water main extension was on private property requiring easement.</li> <li>Provided deed research, easement development, and acquisition services.</li> </ul>	\$250,000	Mark Askin, P.E. Chase Wright, P.E. Robert Burnette
Bourbon Hills and Lynnwood Drive Sanitary Sewer Extension Bourbon County Fiscal Court Bourbon County, KY	2010	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> <li>Sanitary sewer extension project to serve currently unsewered areas.</li> <li>Portion of sanitary sewer routed through five parcels to serve existing homes along Lexington Rd.</li> <li>Provided deed research, easement development, and acquisition services.</li> </ul>	\$360,000	Mark Askin, P.E. Chase Wright, P.E. Robert Burnette
Rights-of-Way Acquisition - Veterans Parkway Kentucky Transportation Cabinet Hardin County, KY	2010	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 45 parcels were acquired to facilitate the roadway improvement project.</li> <li>A 98% Acquisition Rate was achieved without use of imminent domain.</li> </ul>	N/A	Mark Askin, P.E.
Rights-of-Way Acquisition - KY 313 Extension Kentucky Transportation Cabinet Hardin/Meade County, KY	2010	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 119 parcels were acquired to facilitate the roadway improvement project.</li> <li>36 of the Parcels required relocations.</li> <li>A 98% Acquisition Rate was achieved without use of imminent domain.</li> </ul>	N/A	Mark Askin, P.E.
Rights-of-Way Acquisition - Watterson Trail (KY 1819) Kentucky Transportation Cabinet Jefferson County, KY	2008	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 55 parcels were acquired to facilitate the roadway improvement project.</li> <li>A 100% Acquisition Rate was achieved without use of imminent domain.</li> </ul>	N/A	Mark Askin, P.E.
Rights-of-Way Acquisition - Somerset Northern Bypass (I-66) Kentucky Transportation Cabinet Pulaski County, KY	2008	Right-of-Way Acquisition	<ul style="list-style-type: none"> <li>Total of 100 parcels were acquired to facilitate the roadway improvement project.</li> <li>38 of the Parcels required relocations.</li> <li>A 95% Acquisition Rate was achieved without use of imminent domain.</li> </ul>	N/A	Mark Askin, P.E.



**Local Office-Attachment 1**

<i>Prime Consultant</i>	<i>Location (City, State)</i>	<i>Date Office Established</i>	<i>Total Number of Employees</i>	<i>No. of Employees expected to work on DOE projects</i>
Headquarters	Madison, WI	1946	192	2
Local Office & PM Location	Lexington, KY	1968	17	10
Other Location	Louisville, KY	1968	25	2
<b>Sub Consultants</b>				
Jacobi, Toombs, & Lanz. - Surveying	Total	1955	42	3
Headquarters	Louisville, KY	1955	9	3
Local Office	Louisville, KY	1955	9	3

b  
a  
c

**Notes:**

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

- a. Anticipated % of Strand services performed in Lexington, KY - > 95%
- b. Anticipated % of Strand services performed in Madison, WI - < 2%
- c. Anticipated % of Strand services performed in Louisville, KY - < 3%

# 7. Disadvantaged Business Enterprise Involvement

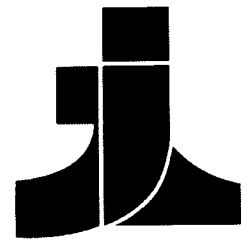
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**Our DBE Engagement Plan supports LFUCG's stated 10% goal.**

## **Strand's DBE Subconsultant Plan Achieves LFUCG's Participation Goal**

As a firm that supports initiatives of our local government, Strand consistently endeavors to incorporate DBE participation goals in our contracting opportunities. To this end, we are fully committed to meeting LFUCG's 10% DBE participation goal with our selected DBE subconsultants for required services and others as may be needed to fulfill this commitment. Although all other required engineering services can be provided by Strand's diverse in-house staff, we are prepared to allocate project responsibilities to additional DBE firms in meeting LFUCG's stated 10% goal.

For this project, the Strand team includes support from Jacobi, Toombs and Lanz, Inc (JTL), to provide surveying and easement plat preparation services that augment Strand's internal capabilities. This is a role that JTL has served in for past Strand projects. JTL is an MBE minority-owned firm that has provided similar services on past Strand Project Teams.



Jacobi, Toombs & Lanz





# Chad E. Bourke, P.E., PTOE

## Education

B.S. Civil Engineering – University of Kentucky, Lexington, 2004

M.S. Civil Engineering – University of Kentucky, Lexington, 2005

## Registration

Professional Engineer in Kentucky

Professional Traffic Operations Engineer

## Positions Held

Strand Associates, Inc.*	2005 – Present	Project Engineer
University of Kentucky	2003 – 2005	Research and Teaching Assistant

## Professional Experience

### Traffic and Transportation Planning and Design

- **Louisville Metro Brownsboro Road and Chenoweth Lane, Kentucky** – Project Engineer for the intersection improvements at US 42 that included adding turning restrictions and an added left-turn lane at two intersections. Duties included performing traffic counts, traffic volume forecasting, traffic simulation, signal design, and the geometric layout.
- **KY 3263 Extension, Ringgold Road, City of Somerset, Kentucky** – Project Engineer responsible for performing traffic counts, traffic volume forecasting, trip generation, developing traffic models in Synchro/SimTraffic, and compiling information into a report to develop a typical section for the initial and ultimate build of a proposed roadway. Also assisted with geometric and drainage design to develop right of way plans for the City of Somerset.
- **Trey Street Roadway Reconstruction, River Ridge Development Authority, Indiana** – Project Engineer during design phase and Supervisor for Construction Observation services on 1.2 miles of roadway reconstruction in the River Ridge Development Center in southern Indiana. Construction activities included roadway construction/installation of water main, storm sewer, and sanitary sewer. Duties included coordinating monitoring construction for compliance with the contract documents.
- **Traffic Signalization Design for Urban Streetscape Projects, Lexington, Kentucky** – Project Engineer for pavement marking layout, project signage, and traffic signal design in downtown Lexington for the following projects:
  - Lexington Streetscape Phase One Improvements – South Limestone (3 intersections)
  - Lexington Streetscape Phase One Improvements – Vine Street (US 25) (4 intersections)
  - Lexington Streetscape Phase One Improvements – West Main Street (US 25) (4 intersections)
- **Salt Barn Encroachment Permit, Lexington-Fayette Urban County Government** – Project Engineer responsible for developing traffic models in Synchro/SimTraffic for existing conditions and proposed alternatives and compiling the information into a report. This report was used in the submittal for an encroachment permit for Lexington-Fayette Urban County Government's construction of a salt barn on a state roadway.

### Land Acquisition Services

- **Fegenbush/Outer Loop/Beulah Church, Item No. 05-122.00 for District 5** – Serving as the lead acquisition agent for this urban project. He is responsible for residential and commercial MARS and appraisals. We are providing acquisition and relocations services on this project.
- **I-65 at KY 222 Interchange, Hardin County, Item No. 04-20.01 for District 4** – Served as the lead acquisition agent on this project. We provided title reports and closings and acquisition and relocation services on this project. We successfully acquired 90 percent of 27 parcels without the use of eminent domain procedures.

# Jamey L. Cash, P.E.

## Education

B.S. in Civil Engineering, University of Illinois, 1999

## Registration

Professional Engineer in Kentucky

## Field of Expertise

Project Management, Municipal and Transportation Design, Drainage Design, Green Infrastructure Design, Construction Observation, Easement Acquisition and Surveying

## Positions Held

Strand Associates, Inc. <sup>®</sup>	2000 – Present	Municipal Engineer
Berns, Clancy and Associates	1999	Engineering Intern
Illinois DOT	1997, 1998, and 1999	Engineering Intern

## Professional Experience

- **Transportation Engineering** experience on projects for several state agencies, including those in Kentucky, Indiana, Illinois, and Wisconsin. His duties have included project management, plan production, geometric design, drainage design, erosion control design, temporary traffic control design, easement acquisition, signing, surveying, and construction observation.
- **Project Management** experience includes budgeting projects, managing project teams, maintaining schedules, managing plan production, bidding services, construction services and quality assurance.
- **Municipal Design** experience includes sidewalk design, pedestrian trail design, green infrastructure, water line, sanitary sewer, project specifications, bidding services, and construction services.
- **Traffic Analysis** experience includes traffic counts, existing system analysis, construction traffic modeling, and future traffic impact analysis.
- **Construction Observation and Surveying** experience includes urban and rural roadway projects, storm sewer, green infrastructure, pedestrian facilities, grading, water main installation, utilities, and construction layout.
- **Easement Acquisition** experience includes permanent and temporary easements and right-of-way for roadway, pedestrian trail, and utility projects.
- **Cost-Estimating** experience includes preparing quantity take-offs, final construction cost estimates, funding estimates, and construction spend-down schedules.
- **Drainage Analysis** experience includes green infrastructure design, storm sewer design, surface drainage calculations, inlet spacing, detention basin design, erosion control, and evaluation of existing storm sewer systems.

## Professional Affiliations and Recognition

- American Society of Highway Engineers
- American Public Works Association

# Michael L. Davis, P.E.

## Education

B.S. Electrical Engineering – University of Kentucky, Lexington, 1984

## Registration

Professional Engineer in Kentucky, Alabama, and Mississippi

## Field of Expertise

Electrical Distribution, Site Utilities; Traffic Signalization and Roadway Lighting; Instrumentation and Control; Sewer System Rehabilitation; Wastewater Treatment Facilities; Wastewater Pumping Stations and Force Mains; Construction Administration and Project Management

## Positions Held

Strand Associates, Inc. <sup>8</sup>	1983 – Present	Senior Associate, Project Engineer/Senior Project Manager/Director of Operations
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## Professional Experience

- **Lexington-Fayette Urban County Government – South Limestone, West Main Street, Vine Street, and East Main Street Streetscape Design, Lexington, Kentucky** – Streetscape design project includes signal replacement, signing, sidewalk, delivery zones, on-street parking, pedestrian amenities, and landscaping. Led efforts for the electrical design for lighting and signal, including photometrics.
- **Electrical Instrumentation and Control** experience includes design and construction-phase services for numerous projects including water and wastewater treatment plants, pumping stations, commercial office buildings, signals and lighting. Projects include distribution systems with voltages ranging from 120/240 volts to 12,470 volts. Instrumentation control experience includes PC-based SCADA systems with up to 60 remote sites, and PLC-based control systems and treatment process monitoring/control equipment to provide plant automatic control.
- **Pumping Station** experience includes project management and design experience for wastewater pumping stations and force mains. Pump station sizes range from 35 to 15,000 gpm. Force mains range in diameter up to 30 inches, and lengths up to 24,000 feet.
- **Kentucky American Water, Owenton, Kentucky** – Design of 30 mgd water booster pumping station, including mechanical, electrical, and SCADA systems.
- **Cave Run Water Commission, Frenchburg, Kentucky** – SCADA system design and construction-phase services for 30 miles of 12- and 14-inch water main along Kentucky 1693 and US 460 in Menifee and Montgomery Counties.
- **Paintsville Utilities, Paintsville, Kentucky** – Project Manager for 4 mgd membrane filtration water treatment plant design project that included a 24-inch raw water and finished water transmission main and 500,000-gallon elevated storage tank.

## Professional Affiliations

- Kentucky Society of Professional Engineers
- National Society of Professional Engineers
- Society of American Military Engineers, Huntington Post
- American Council of Engineering Companies

# Lucas R. Holman, P.E.

## Education

B.S. Civil Engineering – University of Wisconsin-Madison, 1999

## Registration

Professional Engineer in Wisconsin, Ohio, and Indiana

## Field of Expertise

Traffic Capacity and Operations Modeling; Signals and ITS Design and Construction

## Positions Held

Strand Associates, Inc. <sup>®</sup>	1999 – Present	Project Manager/Engineer
Short Elliot Hendrickson, Inc.	1998 – 1999	Resident Project Representative
Fleming, Andre, Inc.	1997	Construction Inspection

## Professional Experience

- **Transportation** experience includes traffic control cost analysis, signal optimization, highway design, highway corridor studies with the Highway Capacity Manual and Software, CORSIM Software, TRANSYT-7F SIGNAL 2000, Synchro/SimTraffic, and Paramics.
- **Extensive Traffic Modeling and Optimization** experience using Paramics, Synchro, Signal2000, CORSIM, and TRANSYT-7F. Modeling projects include:
  - Reynolds Road Signal Coordination, Lexington, Kentucky (5 intersections).
  - US 51 Needs Analysis, Stoughton, Wisconsin (Paramics model of 13 miles of rural and urban highway).
  - West Madison Beltline and adjacent arterials, Madison, Wisconsin (16 interchanges, 70 intersections. Included numerous site-specific alternatives analyses for local arterials and Beltline freeway).
  - Century Avenue Signal Coordination/Optimization, Middleton, Wisconsin (5 intersections).
  - Lexington Ky., Downtown Streetscape Project (10 intersections).
  - Prairie du Chien, Wisconsin, Corridor Model, Prairie du Chien, Wisconsin (20 intersections).
- **Traffic Signal Design** experience includes more than 79 permanent and 35 temporary signals, and construction observation and signal timing for various signal projects. Luke has provided quality control services on 16 traffic signals in Lexington, KY.
- **ITS** experience includes construction observation, design and planning. Construction responsibilities included equipment approval and field operation coordination.

## Professional Affiliations

- American Society of Civil Engineers
- Institute of Transportation Engineers , Intelligent Transportation Society of America



# Elizabeth A. Kuypers, P.E.

## Education

B.S. in Civil Engineering – University of Dayton, Ohio, 2002

## Registration

Professional Engineer in Kentucky

## Field of Expertise

Project Management, Structural Design of Water Supply and Wastewater Treatment Facilities, Commercial, Educational and Industrial Buildings, and Retaining Structures

## Positions Held

Strand Associates, Inc. <sup>k</sup>	2002 – Present	Structural Engineer/Project Manager/Municipal Discipline Coordinator
LJB, Inc.	2001	Cooperative Education – Bridge and Highway Department
Shook Inc.	1999 – 2000	Cooperative Education – Building Construction

## Professional Experience

- Liz is a licensed professional engineer in Kentucky with more than 11 years of experience. Liz has a variety of project management experience covering municipal, water, wastewater, and structural design and construction administration projects. Her project management experience has ranged from small, short-term projects up to multiyear construction administration projects with construction budgets up to \$26 million. Liz's design capabilities include structural design, architectural related tasks, as well as sanitary sewer studies. Her structural project assignments have given her experience with steel framed buildings, reinforced concrete structures of all shapes and sizes, reinforced masonry structures, retaining structures in a variety of materials, and precast structures. Through the variety of projects she has worked on she has gained the ability to analyze buildings in a variety of situations and geographical locations, for compliance to building codes, including buildings in Hazardous occupancies.
- Project Manager for 30-acre Eastern State Hospital site in the Coldstream Research Campus. Strand's role in this project is multi-faceted, providing planning services, surveying, off-site street and infrastructure design, as well as site/civil design and construction related services. Project Cost: \$129,000,000
- Project Engineer for Newport Drainage Improvements including structural design of 35'x35' drainage control structure and 12'x14'x130'long cast in place culvert to convey storm water through earthen dam. Project Manager through construction of project, including the concrete structures, earthen dam, relocation of sanitary sewer lines, and telemetry system. Project Cost: \$1,700,000
- Project Manager for LFUCG Solid Waste Facility Expansion. Project included operations building expansion for additional office and administration space, parking lot improvements, and truck sheds to house collection vehicles.

## Professional Affiliations

- Kentucky Society of Professional Engineers (Vice President, Bluegrass Chapter)
- National Society of Professional Engineers

# J. Bruce Monarch

## Education

Associate Arts, Drafting and Design Technology – Eastern Kentucky University, Richmond, 1980

## Field of Expertise

Municipal Public Works Design, Construction, Plan Preparation, Stormwater Management and Planning, Land Development Design, Roadway Design, Survey, and Rights-of-Way Acquisition

## Positions Held

Strand Associates, Inc.*	1992 – Present	Technician/Surveyor/Project Manager
C.J. Fuller Engineers	1980 – 1992	Project Manager
Municipal Engineers	1977 – 1980	Surveyor/Drafter

## Professional Experience

- **Field** experience includes the use of both conventional and GPS (differential-DGPS or Real-Time Kinematic-RTK) surveying instruments in the performance of traverse surveys, topographic surveys and vertical control. Bruce also performs surveying related field and office work, including the reduction of field notes and data, and transfers data to computer drawings. Bruce is familiar with the use of data collectors as well.
- **Surveyor/Drafter** experience for municipal engineering includes survey and drafting activities for municipal, state and federal road projects such as intersection improvements and signalization, arterial road widening and new road design in Kentucky and West Virginia.
- **Transportation Improvement Projects** experience includes:
  - Pendleton County High School and US HWY 27 turn lane improvements
  - Reynolds Road Railroad Underpass and roadway widening project
  - Todds Road Roadway Widening
  - Newtown Springs Turn Lane Improvements – Newtown Pike, KY 922
  - Legacy Trail
- **KYTC Right-of-Way Acquisition Agent** experience includes:
  - Louisville Road Relocation - Nelson County, KY
  - Lovers Lane Improvements - Christian County, KY
  - US 68-80 Aurora-Cadiz Road - Trigg County, KY
  - Newtown Pike Extension - Fayette County, KY
  - US 460 Improvements - Scott County, KY

## Continuing Education and Seminars

- Level II KY Right-of-Way Agent

# Christopher J. Rust, P.E.

## Education

B.S. Civil Engineering – University of Louisville, Kentucky, 2005

M. Eng. Civil Engineering – University of Louisville, Kentucky, 2006

## Registration

Professional Engineer in Kentucky and Ohio

## Field of Expertise

Chris has a strong technical background in stormwater design methods, including appropriate methods and techniques required to model stormwater runoff on sites that incorporate green infrastructure.

## Positions Held

Strand Associates, Inc.\*

2006 – Present

Project Engineer

## Project Experience

- **Oakley Square Green Street – Cincinnati DOTE** – Completed detailed drawings and specifications for one of the first green streets in Cincinnati at Oakley Square. The project is located in a commercial district in Cincinnati that has significant pedestrian access. The green street incorporated several green infrastructure facilities to reduce stormwater runoff, improve water quality and enhance the neighborhood quality of life. The green street project included the following elements:
  - Eight bioretention planters totaling 732 square feet.
  - One rain garden totaling 132 square feet.
  - 1,672 square feet of pervious concrete sidewalks.
  - 100 square feet of pervious concrete gutter strip.
  - Underdrain system and overflow structures to convey runoff in larger storm events.
- **Terraced Reforestation of Interstate Right-of-Way, Sanitation District No. 1** – Completed detailed drawings and specifications for a terraced reforestation demonstration project along the I-71/75 corridor in Covington, Kentucky. The design included 12 terraced berms totaling over 4,700 linear feet, composed of a bioretention soil mixture and planted with a variety of trees. The berms reduce stormwater runoff, provide significant flow attenuation, and improve water quality. This area contributes runoff to the largest combined sewer overflow in the Sanitation District's combined sewer area.
- **Louisville MSD Green Project Evaluations, Louisville MSD** – Completed preliminary stormwater calculations for a variety of proposed green infrastructure projects, including green alleys, green parking lots and dry wells. The evaluations included costs and benefits and were utilized to identify priority projects as part of Louisville MSD's Long-Term Control Plan.
- **Boone County Subdivision Regulation Review, Sanitation District No. 1** – Completed a review of the Boone County subdivision regulations and made recommendations to promote low impact developments and green infrastructure alternatives.

## Professional Affiliations

- Kentucky Society of Professional Engineers





# Adam D. Weber, P.E.

## Education

B.S. in Civil Engineering (Emphasis on Structural Engineering) Rose-Hulman Institute of Technology – Terre Haute, Indiana, 2000

Minor in Environmental Engineering Rose-Hulman Institute of Technology – Terre Haute, Indiana, 2000

## Registration

Professional Engineer in Kentucky and Mississippi

## Field of Expertise

Structural Design of Bridges, Retaining Structures, Wastewater and Water Treatment Facilities, and Industrial Buildings, Underground Utility Structures, and Miscellaneous Nonbuilding Structures

## Positions Held

Strand Associates, Inc. <sup>®</sup>	2007 – Present	Project Manager
	2000 – 2007	Structural Engineer

## Professional Experience

Adam's consulting experience is in the field of structural engineering with emphasis on bridge and hydraulic structure design, wastewater and potable water treatment plants, retaining structures, and industrial facilities.

- **Project Management** experience includes the Legacy Trail Feasibility Study, Legacy Trail Phases 1 and 2 Design, Appomattox Road Culvert Replacement project, and the Salt Barn Site and Facility Design for the Lexington-Fayette Urban County Government. Adam has also managed several potable water reservoir projects for the Frankfort Plant Board and a large sanitary sewer line extension construction project for the Jessamine-South Elkhorn Water District.
- **Bridge Design (Kentucky)** experience includes field survey; preparation of plans, specifications, and estimates; final structural design for multispan reinforced concrete slab bridges, box culverts, three-sided bridges, pedestrian bridges, and retaining structures; development of aesthetic surface treatments for retaining walls and wingwalls.
- **Bridge Design (Illinois)** experience includes type, size and location plan preparation (TS&L); preparation of plans, specifications, special provisions, and estimates; final structural design of single and multispan reinforced concrete slab and prestressed girder structures and box culverts. Bridges designed for county, state trunk highway systems, and tollway systems, which include new designs, replacements, and rehabilitation and widening.
- **Bridge Design (Ohio)** experience includes preparation of plans, specifications, and estimates and final structural design for three-sided arch bridges, including spread footings, pedestal walls, and cast-in-place concrete wingwalls and headwalls.

## Professional Affiliations

- Kentucky Society of Professional Engineers
- American Institute of Steel Construction

# Seth W. Winslow, P.E.

## Education

B.S. Civil Engineering – Purdue University, West Lafayette, Indiana, 1999

## Registration

Professional Engineer in Kentucky – No. 23739

## Field of Expertise

Transportation Design and Modeling and Stormwater Design and Modeling

## Positions Held

Strand Associates, Inc.*	2008 – Present	Municipal Engineer
ENTRAN, PLC	2001 – 2008	Transportation Engineer
HMB, Inc.	1999 – 2001	Transportation Engineer

## Professional Experience

- **Transportation Design** on a variety of roads from local to interstate in Kentucky. These roads included widening, realignments, and new construction.
  - **KYTC Item 11-1078 – US 421 over Stinnett Creek** – Seth is the project manager for this structure replacement over Stinnett Creek on US 421 in Leslie County, KY in conjunction with approximately 1,500 feet of roadway reconstruction to improve roadway and intersection sight distance near the intersection with KY 406.
  - **KYTC Item 11-1080 – KY 578 over Raccoon Creek** – Project Manager for this structure replacement over Raccoon Creek on KY 578 in Laurel County, Kentucky. Along with the having a bridge with low structural rating, this stretch of road floods regularly and has substandard geometry. The roadway is being realigned to the south with a raised roadway profile that allows the road to remain open more often
  - **Trey Street Roadway and Sanitary Sewer Project – Jeffersonville, IN** – Project Manager for the project which included over 7,000 feet of a roadway widening and realignment. This roadway is on the grounds of the former Indiana Army Ammunition Plant, which is being developed into a modern business park. Additionally, the project contained over 6,000 feet of proposed storm sewer, 3,600 feet of proposed sanitary sewer, and about 3,000 linear feet of new and relocated water line.
  - **KYTC Item No. 07-144.01 – US 68 Harrodsburg Road at New Circle Road** – Served as project engineer for this widening and improvement project. This Fayette County project involved evaluations of several different alternatives for this heavily traveled roadway including a diverging diamond interchange. He designed and modeled all the roadway alternatives. After an alternative was chosen, he was responsible for most all aspects of the design and production up to joint inspection.
- **Drainage Design** of storm sewers, culverts, detention basins, and drainage systems
  - **Louisville-Southern Indiana Ohio River Bridges Project, Kennedy Interchange Reconstruction, Louisville, KY** – Member of the drainage design team. The Kennedy Interchange project is one of the first in the state to incorporate inroads storm and sanitary into the drainage design.

## Professional Affiliations and Recognition

- American Society of Highway Engineers – Derby City Chapter





# Chase K. Wright, P.E.

## Education

B.S. in Civil Engineering – University of Kentucky, 2007

## Registration

Professional Engineer in Kentucky

## Field of Expertise

Transportation Engineering including planning and design of urban and rural highways, easement plat preparation and negotiations, urban streetscape design and Implementation, traffic signalization, pedestrian and bicycle facilities, roundabouts, utility relocation services, green infrastructure, resident project representative, construction contract administration, and experience with AutoCAD, Civil 3D, Microstation, Inroads, Geopak, and AutoTurn software.

## Positions Held

Strand Associates, Inc. <sup>®</sup>	2010 – Present	Project Manager/Project Engineer
	2008 – 2009	Project Engineer
American Structurepoint, Inc.	2007 – 2008	Project Engineer
Bryant Engineering, Inc.	2004 – 2006	Co-op/Intern

## Professional Experience

- **Project Management** experience on planning, design, and construction contract administration projects. Chase has a variety of project management experience on transportation and municipal projects. Project management responsibilities include being a team leader for a specific task to providing overall project management. His project management experiences range from quick turnaround planning studies working with several staff to \$26 million in construction with large project teams and multiple sub-consultants.
- **Transportation planning** experience on urban and rural highways, urban streetscapes, city streets, and pedestrian paths. Planning experience includes review of existing conditions and improvements to roadway geometrics, inclusion of pedestrian and bicycle accommodations, evaluation of alternative improvements, review of maintenance of traffic considerations, data collection for traffic analysis and trip generation, identification of utility and right-of-way impacts, public involvement, preliminary quantity calculations, and preparation of opinions of probable construction costs.
- **Transportation design** experience on urban and rural highways, urban streetscapes, city streets, and pedestrian paths. Design experience includes roadway realignment, drainage evaluations and improvements, detailed grading analysis for urban streetscapes and ADA compliance, erosion control, sidewalk design adjacent to state highways, signing and pavement markings, traffic signalization upgrades and replacements, maintenance of traffic, roundabouts, railroads, utility coordination, special provisions, quantity calculations, FHWA grant administration, and preparation of opinion of probable construction costs.
- **Municipal** experience includes multiple development projects in Lexington that were designed and constructed to LFUCG standards. Projects include CentrePointe, Southland Christian Church - Richmond Road Campus, HealthFirst Community Health Center, and Eastern State Hospital.
- **Field** experience includes assistance with urban streetscape projects, including field meetings and working with the project team and the contractor to resolve conflicts in the field. Field experience also includes construction observation for a roadway project that involved asphalt sampling, concrete testing, storm sewer installation, and material records.

## Publications and Presentations

- “Designing for Tomorrow’s Urban Environments” *Southeastern Association of State Highway and Transportation Officials Annual Conference*, Louisville, Kentucky, 2011

## Professional Affiliations and Recognition

- Kentucky Society of Professional Engineers, Bluegrass Chapter, Banquet Chapter Director





**Strand Associates, Inc.**  
**MBE WBE Participation Forms**  
**Affirmative Action Plan**  
**Equal Opportunity Agreement**  
**Work Force Analysis Form**  
**Certificate of Liability Insurance**



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference # 13-2014 Request for Qualifications for Professional Engineering Services**

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Molly Foree Davis, President Third Rock Consultants, Inc 2526 Regency Road, Suite 180. Lexington, KY 40503 (859) 977-2000 mforee@thirdrockconsultants.com	Environmental Analysis	* see note below	* see note below %
2. Ed Holmes, AICP EHI Consultants 333 West Vine St, Suite 300 Lexington, KY 40507 (859) 425-4881 holmes@ehiconsultants.org	Public Involvement, CAD	* see note below	* see note below %
3. Jim Prevost, P.E. Barr & Prevost 2800 Corporate Exchange Dr., Suite 240 Columbus, OH 43231 (614) 714-0270 jprevost@barreng.com	Geotechnical	* see note below	* see note below %
4. Mike Harris, P.E., Vice President Jacobi, Toombs and Lanz, Inc. 1400 S 1st St., Louisville, KY 40208 (502) 636-1835 m.harris@jtlang.com	Surveying	* see note below	* see note below %

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

Strand Associates, Inc. \_\_\_\_\_  
Company

*Matthew Skellern*  
Company Representative

3/26/2014 \_\_\_\_\_  
Date

Secretary \_\_\_\_\_  
Title

\* Note: Strand is committed to meeting the 10% DBE participation goal with required listed subconsultants as noted and others as may be required based on actual project assignments.

## Goodrich, Angela

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**From:** Fister, Gerry <gfister@thirdrockconsultants.com>  
**Sent:** Thursday, March 20, 2014 11:23 AM  
**To:** Woolum, Mike  
**Cc:** Goodrich, Angela  
**Subject:** LFUCG RFP #13-2014 Team Member

Mr. Woolum,

Thank you very much for inviting Third Rock Consultants, LLC to participate as a team member for the subject LFUCG procurement. We accept the invitation and appreciate the opportunity to provide environmental consulting services as needed should your team be successful.

Sincerely

Gerry Fister, PG | Third Rock Consultants, LLC | Mobile 859-619-1237  
2526 Regency Rd | Ste 180 | Lexington, KY 40503 | 859.977.2000



Mr. Mike Woolum, PE  
Strand Associates  
1525 Bull Lea Road  
Lexington, KY 40511

March 24, 2014

Dear Mr. Woolum,

I want to officially state that EHI Consultants, is willing to be a part of your team for the LFUCG RFQ for Professional Engineering Services, as a team member we are pleased to provide the necessary qualifications and supporting documentation that is needed for your submittal.

If you should have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Holmes', is written over a faint, light-colored circular stamp or watermark.

Edward J. Holmes, AICP  
President

## **Goodrich, Angela**

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**From:** Maggie Henry <mhenry@barreng.com>  
**Sent:** Monday, March 24, 2014 2:17 PM  
**To:** Davis, Mike  
**Cc:** Goodrich, Angela; Jim Prevost; Andrew Barr; Enoch Chipukaizer  
**Subject:** RFP #13-2014 Request for Qualifications for Professional Engineering Services for the Lexington-Fayette Urban County Government - Commitment

Dear Mr. Davis:

We appreciate the opportunity to be on your team to provide geotechnical services for RFP #13-2014 Request for Qualifications for Professional Engineering Services for the Lexington-Fayette Urban County Government.

I have also copied the firm President and Principals on this email as verification of our commitment to your team.

We have provided our workforce analysis form and firm information. Should you require any additional information, please do not hesitate to contact me.

Thank you,

**Maggie Henry**  
Marketing Manager

**Barr & Prevost**  
**Engineering | Testing | Surveying**  
2800 Corporate Exchange Drive  
Suite 240  
Columbus, Ohio 43231  
Ph: (614) 714-0270 Fax: (614) 714-0323  
[www.barreng.com](http://www.barreng.com)

## Goodrich, Angela

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**From:** Mike Harris <m.harris@jtleng.com>  
**Sent:** Tuesday, March 25, 2014 1:11 PM  
**To:** Davis, Mike  
**Cc:** Williams, Roddy; Goodrich, Angela; Teri Pifine  
**Subject:** LFUCG Municipal/Transportation SOQs

Mr. Davis,

This email shall serve as official notification that Jacobi, Toombs & Lanz is on the Strand team for the above referenced LFUCG project.

Thank you for the opportunity.

Michael C. Harris, P.E.  
Vice President

**Jacobi, Toombs and Lanz, Inc.**  
1400 South 1st Street  
Louisville, KY 40208  
(502) 583-5994 office  
(502) 643-1341 cell  
(502) 583-7321 fax  
[m.harris@jtleng.com](mailto:m.harris@jtleng.com)



## **Equal Employment Opportunity Policy Statement**

Strand Associates, Inc.® is committed to a policy of equal opportunity for all employees. It is our policy to seek and employ the best qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, marital status, or any other discriminatory basis prohibited by state or federal law.

Strand is further committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. As part of this commitment, we will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin, or any other protected characteristics. Therefore, all employees are encouraged to bring forth any concerns or complaints in this regard to the attention of management by contacting Human Resources, Shawn Cannon, or Ted Richards.

All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct. Any employee found in violation of this policy will be subject to disciplinary action which could include discharge.

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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


\*\*\*\*\*

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

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

### Bidders

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

  
\_\_\_\_\_  
Signature

Strand Associates, Inc.  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Strand Associates, Inc.

Date: 3 / 26 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	12	10	1						1	10	2
Professionals	217	175	34	1		1		6		183	34
Superintendents											
Supervisors	9	8	1							8	1
Foremen											
Technicians	41	35	4	1		1				37	4
Protective Service											
Para-Professionals											
Office/Clerical	45	10	30		1		2	1	1	11	34
Skilled Craft											
Service/Maintenance	4	1	1			2				3	1
<b>Total:</b>	<b>328</b>	<b>239</b>	<b>71</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>7</b>	<b>2</b>	<b>252</b>	<b>76</b>

Prepared by: Audra Wells, H/R Coordinator  
**Name & Title**





**Third Rock Consultants, LLC**  
**Work Force Analysis Form**  
**Firm Profile**

Third Rock Consultants, LLC (Third Rock), with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee was established in the fall of 2000 in response to the increased need for innovative, yet professional environmental consulting services. Third Rock is recognized as a leading environmental firm in our region, achieving this distinction through a combination of superior technical skills and commitment to meeting our clients' needs. Our services have long included environmental engineering design, biological and ecological analyses, environmental permitting and mitigation, and NEPA documentation, but we are proud to announce that we now offer construction management and landscape architecture services as well. Third Rock serves a wide range of private and public clients, including industry and government agencies, who are faced with challenges that demand environmental experience and technical expertise.

Third Rock is a certified woman-owned business enterprise. Molly Foree is the sole owner and president of Third Rock. She is a graduate of the University of Kentucky College of Law. Prior to entering the consulting business, Ms. Foree specialized in environmental law at Greenebaum, Doll & McDonald, PLLC, a prominent Lexington law firm. Her experience as an environmental attorney is advantageous for our clients who must comply with complicated environmental laws and regulations. Under Ms. Foree's leadership, Third Rock has achieved a reputation for providing quality environmental services in today's challenging regulatory climate.

We are the best at what we do and are proud to be distinguished from other consultants who identify themselves as environmental experts for several reasons:

***Unparalleled Environmental Expertise and Years Experience***

Third Rock's clients benefit from the extensive knowledge and experience of our professional staff. We take pride in our multidisciplinary team of real environmental professionals, including several recognized experts. Several of our senior staff members are distinguished by having 30 to 40 years of environmental experience. These senior staff members actually do the work.

***Outstanding Resources***

Third Rock specializes exclusively in environmental consulting, and we have the capability, capacity, and proven track record to successfully complete the most complex projects. Third Rock has a history of successful projects and satisfied clients in numerous states. With a full time staff of just 32, we can complete multi-million dollar projects on schedule and produce high quality deliverables. We are able to do this because of a progressive and straightforward organization structure and a hands-on-owner who personally schedules personnel time and manages project deadlines. We can do this because our professional staff is supported by an experienced team of environmental technicians, technical writers, GIS analysts; state-of-the-art equipment, hardware, and software; a fully trained and equipped dive team; and a state-of-the-art in-house aquatic biological laboratory. We can do this because we set the bar high and have set ourselves apart as a leading environmental consulting firm in this region.

***Corporate Priorities***

Third Rock actively perpetuates a corporate culture of integrity, innovation, continued learning, and efficiency. Ethical business practices and consulting approaches are of utmost importance at Third Rock. Innovation also plays a critical role in our firm, and we specialize in applying innovative, cost-effective approaches to projects. We are proud that we think outside the box. This is what makes us different. This is what makes us better.

**Contact Information:**

Molly Foree Davis, President  
[mforee@thirdrockconsultants.com](mailto:mforee@thirdrockconsultants.com)  
[www.thirdrockconsultants.com](http://www.thirdrockconsultants.com)

**Main Office:**

2526 Regency Road, Suite 180, Lexington, KY 40503  
P: 859-977-2000  
F: 859-977-2001

**Nashville Office:**

511 Union Street, Suite 1850, Nashville, TN 37219  
P: 615-313-3996

**Knoxville Office:**

244 North Peters Road, Suite 216, Knoxville, TN 37923  
P: 865-694-6144

**Louisville Office:**

101 North 7<sup>th</sup> Street, Louisville, KY 40202  
P: 502-561-3448

**WORKFORCE ANALYSIS FORM**

Name of Organization: Third Rock Consultants

Date: 3, 20, 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								
Professionals	6	3	3								
Superintendents											
Supervisors	1		1								
Foremen											
Technicians	4	1	3								
Protective Service											
Para-Professionals											
Office/Clerical	4	4									
Skilled Craft	9	3	6								
Service/Maintenance											
<b>Total:</b>	<b>25</b>										

Prepared by: Becky Weatherford Human Resources  
 Name & Title





**Cultural Resource Analysts, Inc.**  
**Work Force Analysis Form**  
**Firm Profile**



**Cultural Resource Analysts, Inc.**  
**General Qualifications**

Since 1983 Cultural Resource Analysts, Inc. (CRA) has provided assistance on National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA) compliance requirements to various federal, state and local agencies, including LFUCG. NHPA assistance has ranged from survey and evaluation strategies and requirements (Section 110), to Section 106 consultation requirements, to the development, negotiation, and implementation of mitigation plans. CRA completes research and survey on thousands of historic resources each year and we are skillful in recommending determinations of National Register eligibility, complying with the Secretary of the Interior's Standards for the Treatment of Historic Structures, and in facilitating regulatory compliance. Our NEPA assistance includes collecting and organizing documentation pertaining to Section 106 coordination in order to complete and append the appropriate sections of NEPA documents. CRA is familiar with the NEPA review process and levels of compliance and is proficient in integrating the NEPA process and the Section 106 process.

The company headquarters are located in Lexington, Kentucky, and we have satellite offices in Colorado, Illinois, Indiana, Ohio, Louisiana, Tennessee, Utah, Virginia, West Virginia, and Wyoming. We have completed over 6,000 individual cultural resource management projects for a wide variety of clients throughout the United States. The company has 77 full-time, permanent employees, 30 of whom are located in Lexington, and we maintain a contact list of over 100 highly-qualified field technicians that have worked for CRA over the past five years. Current full-time archaeology staff at CRA includes 22 Principal Investigators, 25 Field Supervisors, and 12 Field Archaeologists and Laboratory Specialists. Our archaeology team consists of individuals specializing in GIS and other geospatial mapping and analysis, remote sensing and geophysical survey, bioarchaeology, geoarchaeology, paleoethnobotany, prehistoric ceramic technology and replication, prehistoric lithic technology and replication, and zooarchaeology. All archaeological principal investigators or field supervisors at CRA holding master or doctorate degrees are Registered Professional Archaeologists (RPAs).

CRA's eight architectural historians/historians (including four principal investigators) offer the full range of technical expertise for the identification, evaluation, documentation, and protection of historic buildings, structures, cemeteries, and landscapes. All of CRA's key personnel meet or exceed the Department of the Interior's Professional Qualification Standards for archaeology, architectural history, or history (36 CFR 61). Other support staff consist of 5 team members in our Information Technology/CADD/GIS departments, 3 team members in our Publications department (report editing, layout, and production), and 10 team members in our Executive Management and Administration departments.

CRA has the staffing, experience, equipment, and facilities to efficiently perform multiple task orders on a wide variety of sites located worldwide. As a Small Business firm providing the full range of services, CRA does not need the extensive use of subconsultants to complete the majority of task orders and is capable of providing cultural resource support for all aspects of any contract. We invite you to visit CRA's website for additional information at [www.crai-ky.com](http://www.crai-ky.com).

## WORKFORCE ANALYSIS FORM

Name of Organization: Cultural Resource Analysts, Inc.

Date: 3 / 24 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	10	9	1							9	1
Professionals	43	31	12							31	12
Superintendents	0									0	0
Supervisors	8	2	5				1			2	6
Foremen	0									0	0
Technicians	12	8	3						1	8	4
Protective Service	0									0	0
Para-Professionals	0									0	0
Office/Clerical	4	1	3							1	3
Skilled Craft	0									0	0
Service/Maintenance	0										
<b>Total:</b>	<b>77</b>	<b>51</b>	<b>24</b>				<b>1</b>		<b>1</b>	<b>51</b>	<b>26</b>

Prepared by: Bridgette A. Robinson- Director Of Human Relations

**Name & Title**



**EHI Consultants**  
**Work Force Analysis Form**  
**Firm Profile**

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# Company Profile

## EHI Consultants

EHI Consultants was founded in 1995 in Lexington, Kentucky to provide the highest quality of planning and engineering design services. Our diversity provides the capability to program, plan, design and implement a range of housing, planning, and engineering projects. **We are committed to the improvement of the natural, social, physical and cultural environments. EHI believes that engineering, design and planning should complement each other and are not mutually exclusive.**

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

EHI is a designated SBA Small and Disadvantaged Business and a member of the Kentucky Minority Business Council. We are certified to do business in the Commonwealth of Kentucky and with the State of Kentucky Transportation Cabinet as a disadvantaged minority business enterprise, being pre-qualified to perform services in the areas of Rural Roadway Design, Urban Roadway Design, Highway Planning Services, Bikeway Planning, EIS Writing and Coordination, and Socioeconomic Analysis which entails survey design and analysis.

Listed below are our core services relevant to this project that we provide:

### Planning

Urban Design  
Neighborhood Planning  
Land Use & Zoning  
Transportation Planning  
Bicycle and Pedestrian  
Socioeconomic  
Historic Preservation  
Comprehensive Planning

### Engineering

Roadway  
Roadway Design  
Grading & Drainage  
Civil and Site

### Housing

Housing Market Study  
Affordable Housing Assessment  
Housing Tax Credits  
Housing Infill  
Housing Finance Study

### Environmental

Permitting  
Assessment  
Reclamation  
Remedial Measures  
Env. Impact

## Key Personnel

Edward Holmes, AICP - President  
Ryan Holmes - Planner  
Mike Peak, PE - Engineer  
Rachel Phillips, AICP - Planner  
Daryll Renfrow, PE - Engineer

**WORKFORCE ANALYSIS FORM**

**Name of Organization:** EHI Consultants , Lexington, KY

**Date:** 3 / 26 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals	3					3					
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	<b>3</b>					<b>3</b>					

**Prepared by:** Ed Holmes, President **Name & Title**



**Barr & Prevost**  
**Work Force Analysis Form**  
**Firm Profile**

## Who We Are

Barr & Prevost (BP), a certified Kentucky DBE and full service professional engineering firm, was established in 1992 to provide technical and professional services for the integral components of various types of construction projects through traditional work ethics and commitment to excellence. This commitment is demonstrated through our continued growth and today, BP is comprised of approximately 125+ employees, with office locations in Louisville, Kentucky, Dayton, Columbus, Cincinnati, and Cleveland, Ohio; St. Louis, Missouri; Indianapolis and Fort Wayne, Indiana; and Lansing, Michigan. BP's staff includes professional geotechnical engineers, geotechnical / environmental drilling technicians, geotechnical field and laboratory testing technicians and surveyors; all of whom are specialists in their fields and certified and/or accredited by the following organizations:

- ❖ U. S. Army Corps of Engineers (USACE)
- ❖ State Board of Registration for Professional Engineers and Surveyors
- ❖ American Institute of Professional Geologists (AIPG)
- ❖ American Concrete Institute (ACI)
- ❖ American Welding Society (AWS)
- ❖ Ohio Department of Transportation (ODOT)
- ❖ Indiana Department of Transportation (INDOT)
- ❖ Kentucky Transportation Cabinet (KYTC)
- ❖ Ohio Aggregates Association (OAA)
- ❖ National Institute for Certification in Engineering Technologies (NICET)
- ❖ Occupational Safety & Health Administration (OSHA)
- ❖ American Association of State Highway & Transportation (AASHTO) (AMRL & CCRL)
- ❖ States of Ohio & Michigan Department of Health

The majority of our work over the past 22 years has been primarily geotechnical drilling/testing/engineering, transportation design, and construction administration/inspection. Barr & Prevost is a recognized leader in geotechnical services. With an experienced team of geotechnical engineers, geologists, drillers, and field and lab testing technicians and supervisors, and with our own USACE Validated and AASHTO-certified geotechnical testing laboratories, we are ideally positioned as a single-source for comprehensive geotechnical engineering services for civil infrastructure and architectural projects.

In 2013, Barr & Prevost completed an asset purchase, which also included transference of personnel. As a result, Barr & Prevost has significantly enhanced our capabilities and experience in the drilling and testing areas, particularly on large infrastructure projects. The added personnel and equipment has allowed us to become a premier regional deep drilling firm to aid in the design of large infrastructure projects. The development of the specialized talents emerged in three areas: personnel, equipment, and project experience. ***It is in these three areas – personnel, equipment, and project experience – where Barr & Prevost stands apart from other firms.***

## What We Do

Barr & Prevost is a collaborative effort comprised of highly experienced engineering professionals with extensive demonstrated experience relative to the construction of both horizontal and vertical projects. We specialize in geotechnical services, structural design/inspection, transportation engineering, surveying/SUE services and construction inspection / testing services. Our team is led by accomplished Project Managers with a cumulative average of 20 years of experience in a diverse array of multi-disciplined civil works projects. Collectively our Project Team has exceptional knowledge of applicable federal, state and local specifications and regulations. Our team offers the combined project experience, breadth of technical expertise and depth of capabilities to provide responsive and reliable services.

With our [2013 expansion](#), our geotechnical materials testing division includes 9 registered geotechnical engineers, 1 registered geologist, 20 geotechnical drilling technicians and 29 materials testing technicians. Additionally, we operate two USACE Validated Laboratories and a total of five AASHTO accredited laboratories. We offer geotechnical drilling up to 400' on land and in water and specialized services such as packer testing.





# WORKFORCE ANALYSIS FORM

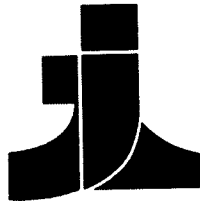
Name of Organization: Barr & Prevost

Date: 3 / 26 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	10	3	4			1	1	1		5	5
Professionals	24	14	6					3	1	17	7
Superintendents											
Supervisors	7	6	1							6	1
Foremen											
Technicians	75	63	5	1	1	1		4		69	6
Protective Service											
Para-Professionals											
Office/Clerical	9		9								9
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	125	86	25	1	1	2	1	8	1	97	28

Prepared by: Maggie Henry, Marketing Manager

**Name & Title**



# Jacobi, Toombs & Lanz, Inc.

*Consulting Engineers & Land Surveyors*

## *Firm Profile*

### Experience

Jacobi, Toombs and Lanz, Inc., Consulting Engineers and Land Surveyors is a Civil Engineering firm with over 50 years of experience. We have a proven record in the planning, design, and construction supervision of diversified projects which include the following disciplines:

<i>Airports</i>	<i>Water &amp; Wastewater</i>	<i>Stormwater</i>
<i>Transportation</i>	<i>Roads &amp; Streets</i>	<i>Bridge</i>
<i>Solid Waste</i>	<i>Environmental</i>	<i>Utility</i>
<i>Land Surveying</i>	<i>GIS</i>	<i>Construction Management</i>
<i>Inspection</i>	<i>Parks &amp; Recreation</i>	<i>Commercial, Industrial &amp; Institutional Sites</i>

**Jorge I. Lanz, P.E.**  
*President*

**Michael C. Harris, P.E.**  
*Vice President*

**Gregory E. Houck, P.E. L.S.**  
*Associate*

**B. Todd Booker**  
*Associate*

**Joshua N. Hillman, P.E.,  
LEED Green Associate**  
*Associate*

**Stephen L. Marshall, P.E., P.L.S.**  
*Associate*

The firm was established in 1955 as a sole proprietorship, and today, as a private corporation, has offices in Indiana and Kentucky with a staff of over 40 employees. Our clients include Federal, State and local agencies, developers, utility companies, and private companies. Our firm became a certified Minority Business Enterprise (MBE) in 1999. We are registered as a MBE with the City of Indianapolis and DBE with the Indiana Department of Transportation and Indiana Department of Administration. We are also a certified DBE with the Kentucky Transportation Cabinet and MBE with the Tri-State Minority Supplier Development Council, Louisville Metro Government, and Louisville Metropolitan Sewer District.

### People

Jacobi, Toombs and Lanz, Inc. (JTL) principals and associates work one-on-one with clients. We have experienced engineers, land surveyors and technical personnel ready to make your project a success.

### Approach

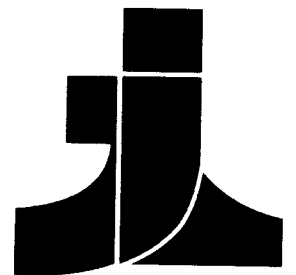
Every project awarded to our firm receives top priority, and is developed with a systematic, technical approach to achieve design excellence and client satisfaction. JTL has a proven track record of planning, designing and overseeing the construction, expansion and rehabilitation of much of Kentucky's and Indiana's urban and rural transportation and infrastructure network.

1829 E. Spring Street, Suite 201  
New Albany, IN 47150  
812-945-9585  
812-945-6656 Fax

124 Bell Ave  
Clarksville, IN 47129  
812-945-9585  
812-945-6656 Fax

1060 N. Capitol Avenue, Ste E360  
Indianapolis, IN 46204  
317-829-3474  
317-829-3473 Fax

1400 South 1<sup>st</sup> Street  
Louisville, KY 40208  
502-583-5994  
502-583-7321 Fax



Jacobi, Toombs & Lanz, Inc.

**Jacobi, Toombs & Lanz, Inc.**  
**Work Force Analysis Form**  
**Firm Profile**

**WORKFORCE ANALYSIS FORM**

**Name of Organization:** Jacobi, Toombs & Lanz, Inc.

**Date:** 3 / 26 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	2		2								
Professionals	26	21	1	2		2					
Superintendents	0										
Supervisors	0										
Foremen	0										
Technicians	13	12				1					
Protective Service	0										
Para-Professionals											
Office/Clerical	1		1								
Skilled Craft	0										
Service/Maintenance	0										
<b>Total:</b>	<b>42</b>										

**Prepared by:** Teri C. Pifine **Projects Administrator**  
**Name & Title**

**EXHIBIT C**

**FURTHER DESCRIPTION OF BASIC  
ENGINEERING SERVICES AND  
RELATED MATTERS**



LFUCG PROJECT ASSIGNMENT NO. \_\_\_\_\_

UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR

	CONSULTANT	OWNER
Name	_____	Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Brad Frazier
Telephone	_____	859-258-3410
Fax	_____	859-258-3458
E-Mail	_____	bfrazier@lexingtonky.gov
Project Assignment Date:	_____	
Task Name:	_____	
Task ID:	_____	

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

\_\_\_\_\_  
Consultant's Authorized Signature

\_\_\_\_\_  
Date Signed

**AUTHORIZED BY:**

\_\_\_\_\_  
Owner's Authorized Signature

\_\_\_\_\_  
Date Signed

*Two originals of this work order shall be executed by the Owner and returned to \_\_\_\_\_. A fully executed copy will be returned to the Owner.*