

## CONSULTING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of April 7, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and THP LIMITED, INC., 100 E. Eighth Street, Cincinnati, OH 45202 (**CONSULTANT**). **OWNER** intends to proceed with the Consulting Services for Government Center Garage Structural Repairs as described in the attached Exhibit A, "Consulting Services for Government Center Garage Structural Repairs, RFP# 6-2016." The services are to include customary consulting 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 consulting 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 "Consulting Services for Government Center Garage Structural Repairs, RFP# 6-2016" (including Appendices and Addendums), attached Exhibit B the "Proposal of Professional Services and Related Matters" (the **CONSULTANT'S** response to RFP #6-2016 and Exhibit C "Project Schedule UPDATED 2016-03-28 RFP #6-2016". 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, followed by 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) and one electronic copy 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 as pertains to the line-itemed list of services 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 "Project Schedule UPDATED 2016-03-28 RFP# 6-2016" 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 pay **CONSULTANT** a lump sum amount not to exceed **\$87,955.00**.

### **5.2. Times of Payment**

**5.2.1.** **CONSULTANT** shall submit statements for Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** Financial Proposal submitted in the Request For Proposal Response related to the portion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** 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**

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

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

**6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by Kentucky law, and that venue of any legal action shall only be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

## **6.4. Successors and Assigns**

**6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any

interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

## **6.5. Disputes**

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

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

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

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

## **6.7. Security Clause**

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

## **6.8. Access to Records**

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

#### **6.9. Required Risk Management Provisions**

The Risk Management Provisions of EXHIBIT A, Consulting Services for Government Center Garage Structural Repairs, RFP #6-2016 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

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

During the performance of this 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 Jessica M. Walker, Department of General Services (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 the designee of the OWNER'S Agent. Questions by the CONSULTANT regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the OWNER'S Agent or the designee of the OWNER'S Agent. The CONSULTANT shall look only to the OWNER'S Agent or the designee of the OWNER'S Agent 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 and B**, 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:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

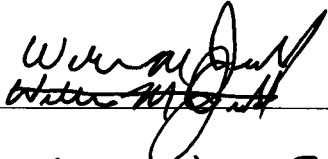
BY: \_\_\_\_\_

  
JIM GRAY, MAYOR

**CONSULTANT:**

THP Limited, INC

BY: \_\_\_\_\_

  
William W. Judd, PRINCIPAL



ATTEST:

Stanley A. Deputis  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by William Judd as the duly authorized representative for and on behalf of THP, on this the 6<sup>th</sup> day of May, 2016.

My commission expires: 11/11/20

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# EXHIBIT A



## Lexington-Fayette Urban County Government Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **#6-2016 Consulting Services for Government Center Garage Structural Repairs** 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 2, 2016**.

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

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

**RFP #6-2016 Consulting Services for Government Center Garage Structural Repairs**

If mailed, the envelope must be addressed to:

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

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

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

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and 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 City 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:**

Estimated Cost of Services	35 points
Capacity of the person or firm to perform the work	20 points
Experience and efficiency of person or firm	20 points
Past record and performance	10 points
Familiarity with details of project	10 points
Degree of local employment	5 points

**See additional information about selection criteria in specifications.**

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

**Questions shall be submitted via Economic Engine at:  
<https://fucg.economicengine.com>**

**Or submitted to:**

Sondra Stone  
Division of Central Purchasing  
[ssone@lexingtonky.gov](mailto:ssone@lexingtonky.gov)

## Affirmative Action Plan

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

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

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

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

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



**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental 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 MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

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

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

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

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



form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

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

when the prime contractor may otherwise perform these work items with its own workforce.

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto: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 Dee 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@cvcky.org">jcoles@cvcky.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:paatricem@keynewsjournal.com">paatricem@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.

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUGG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUGG 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 LFUGG 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** \_\_\_\_\_

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

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

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

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

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

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

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



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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### INDEMNIFICATION AND HOLD HARMLESS PROVISION

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



**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$3 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage, unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be provided in the amount specified above unless deemed not to apply by LFUCG.
- 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, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.

- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### Safety and Loss Control

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

#### **DEFAULT**

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

**REQUEST FOR PROPOSALS AND QUALIFICATIONS  
CONSULTING SERVICES FOR GOVERNMENT CENTER  
GARAGE STRUCTURAL REPAIRS**

**Government Center Garage Information**

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- Attached to the Lexington Fayette Urban County Government Building located at 200 East Main Street in downtown Lexington.
- Constructed date is “unknown”. Presumed to be over 50 years old.
- Has 3 levels and approximately 130 parking spaces. In addition there are 2 ramps. Total square feet = approximately 60,000
- Level 1 consists of a concrete slab on grade with a 1½ inch concrete topping with 1 inch of asphalt topping over the concrete near the entrance and exit areas. Levels 2 and 3 consist of a 4 inch thick cast in place, conventionally reinforce slab with a 1½ inch concrete topping.
- Used for Urban County Government employee parking.
- Limited documentation regarding past repairs is available.
- Since the garage is attached to the Government Center Building, there was a preliminary structural assessment performed of the garage when the Government Center Building structural analysis was performed in 2002. That said document will be made available for the selected consultant’s review. Copies may be provided at the bidder’s expense.
- Throughout the garage there is currently a fire retardant material applied to all of the beams and columns, which will need to be removed in order to conduct a thorough visual observation. Consultant will need to coordinate with LFUCG for removal of the fire retardant material, which has been tested and is free of asbestos.

**Scope of Services**

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LFUCG is requesting proposals to provide professional consulting services for structural assessment of the structure and preparation of restoration recommendations for the Government Center Garage. The services required will be as follows:

- Review and analysis of the latest structural evaluation by an outside consultant.
- Follow up examination of the structure and verification of facts/figures noted in the documentation provided
- Provide SD report identifying specific issues noted (structural and otherwise) and provide solution (s) and associated cost estimates
- Provide DD services as well as examination of any code issues.
- Provide CD services including code review and final cost estimate.
- Provide assistance in pre-bid, bid review and recommendation of the most qualified contractor
- Provide CA services for the entire project including but not limited to:
  - ❖ Regular inspection of the job site and performance audit of the work being completed
  - ❖ Conduct progress meeting as needed and provide minutes
  - ❖ Review and provide recommendations regarding COs
  - ❖ Provide Punchlist, substantial & final completion reports
  - ❖ Project closure documentations as well as deliverables

### **Parking Structure Physical Condition Evaluation & Analysis**

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- Vehicle overhead clearance requirements (for structures);
- Ingress/egress locations for adjacent streets, including unique access characteristics/considerations such as one-way streets which may become two-way, etc.;
- Presence and condition of lighting;
- Identify accessibility issues;
- Identify potential code deficiencies;

## Condition assessment

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- A.** Review existing plans and specifications available for inspection at the LFUCG Department of General Services.
- B.** Perform a detailed visual observation to note, photograph, record, and quantify existing condition of the garage, including but not limited to, concrete floors, ceilings, expansion joints, control joints, columns, beams, structural connections, stairways, walls, drainage, and exterior façade elements, such as, precast panels, masonry, etc. Prepare a set of plans showing the location and effect of any deficiencies observed with proposed repair methods.
- C.** Perform field testing as needed consisting of:
  - Chain drag survey of all (100%) supported floor surface area to locate concrete delaminations.
  - Survey to include all expansion joint and construction joint locations, previous repairs and all areas of visible distress.
  - Hammer tap survey of ceiling, walls and columns to locate concrete delaminations.
  - Pachometer (R-meter) survey to determine depth and spacing of embedded reinforcing steel at selected locations.
- D.** Conduct applicable concrete testing in order to determine appropriate repairs and disposition of the existing surface treatment in order to most effectively extend the useful life of the structures. Methods include:
  - Petrographic examination of concrete core samples to determine general properties of the original concrete and concrete materials used for subsequent repairs.
  - Compressive strength analysis of concrete core samples to determine
- E.** Provide a comprehensive report including the following:
  - A complete evaluation and description of the existing conditions of the garage, discussing and summarizing all field survey data and test data.

- A tabulated summary and explanation of all test results. Identify all test locations on plan sheets.
  - Floor plan drawings of the structurally supported floors of the garage that show types and locations of deficiencies.
  - Photographic documentation of conditions and deficiencies observed within the garage.
  - Alternative remedial repair solutions for identified problems.
  - Estimate of probable construction cost for repairs, including inspection and project management.
  - Findings, conclusions and repair options for the garage.
  - Life-cycle analysis of each repair option with capitalized cost comparisons.
  - Construction sequence to minimize disruption of parking during restoration repairs
  - Recommendations relative to a specific maintenance program which will prolong the useful life and reduce the total cost of operation and repairs. The maintenance program should address “housekeeping” and “preventive maintenance” measures to implement in order to protect the garage investment.
  - Develop 10 year Maintenance Program (cleaning, membranes, sealants...)
  - Develop 10 year Capital Improvement Program (lights, elevators, equipment, major repairs...)
- F.** Meet with LFUCG to present a draft report on the findings and recommendations in order to receive LFUCG comments. Issue a complete final report with LFUCG comments incorporated.
- G.** Formulate a 5 to 10 year restoration improvement plan with cost estimates for each element.

### **Repair & Restoration**

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Prepare construction documents for repair and restoration, assist LFUCG in the review of bid responses to said construction documents for restoration and provide construction administration services during the restoration repair phase. LFUCG expects the Consultant to develop plans, specifications and construction estimates to

provide for the restoration repairs as identified per the findings of the condition assessment.

In addition LFUCG expects the Consultant to provide construction phase services to complete the restoration repairs as identified per the findings of the condition assessment. These services in general will provide construction administration services including scheduling and on-site quality assurance.

### **Evaluation Process of RFP**

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The review of all submissions shall be performed by the Selection Committee, which shall grant approval on the basis of majority vote. In the evaluation of each submission the Selection Committee will apply the following criteria:

1. Proposed costs of professional services based on the Scope of Services and Work, per this RFP as presented on **Form No. 6**.
2. Capacity of the person or firm to perform the work, including any specialized services; within the time limitations;
3. Experience, and efficiency of the person or firm; the consultant should have national and extensive restoration and parking study experience related to other like structures.
4. Past record and performance on contracts with the Urban County Government or other governmental agencies with respect to such factors as control of cost, quality of work, and ability to meet schedules;
5. Familiarity with the details of the project;
6. Degree of local employment to be provided by the person or firm in the performance of the contract.

The Consultant must address each of the above selection criteria in their proposal.



## Attachment A – Proposed Project Timeline

Task Name	Proposed Duration	Planned Start	Planned Finish
<b>Pre-Design Phase</b>	<b>34 days</b>	<b>2/8/2016</b>	<b>3/24/2016</b>
A/E Services RFP	3 days	2/8/2016	2/10/2016
A/E Services RFP Advertisement	15 days	2/11/2016	3/2/2016
Proposals Due	0 days	3/2/2016	3/2/2016
Proposal Review, Evaluation & Recommendation	2 days	3/3/2016	3/4/2016
Legistar	1 day	3/7/2016	3/7/2016
Council WS	6 days	3/8/2016	3/15/2016
Council 1st Reading (Request Dbl Reading)	2 days	3/16/2016	3/17/2016
Award and NTP	5 days	3/18/2016	3/24/2016
<b>Design Phase</b>	<b>50 days</b>	<b>3/25/2016</b>	<b>6/2/2016</b>
Project Design Kick Off	1 day	3/25/2016	3/25/2016
SD	5 days	3/25/2016	3/31/2016
DD	10 days	4/1/2016	4/14/2016
CD 50%	10 days	4/15/2016	4/28/2016
CD 75%	15 days	4/29/2016	5/19/2016
CD 100%	10 days	5/20/2016	6/2/2016
<b>Pre-Construction Phase</b>	<b>28 days</b>	<b>6/3/2016</b>	<b>7/12/2016</b>
Construction Services Bid Pack Submittal to Purchasing	3 days	6/3/2016	6/7/2016
Advertisement for Construction Services	15 days	6/8/2016	6/28/2016
Pre-Bid Meeting	1 day	6/17/2016	6/17/2016
Bid Review, Evaluation and Recommendation	3 days	6/29/2016	7/1/2016
Council 1st Reading	1 day	7/5/2016	7/5/2016
Council 2nd Reading	1 day	7/7/2016	7/7/2016
Official Award	3 days	7/8/2016	7/12/2016
<b>Construction Phase</b>	<b>89 days</b>	<b>7/13/2016</b>	<b>11/14/2016</b>
Pre-Construction Meeting	3 days	7/13/2016	7/15/2016
Mobilization	5 days	7/18/2016	7/22/2016
Construction	70 days	7/25/2016	10/28/2016
Substantial Completion	0 days	10/28/2016	10/28/2016
Punch List	10 days	10/31/2016	11/11/2016
Final Walkthrough	1 day	11/14/2016	11/14/2016
<b>Project Closed</b>	<b>0 days</b>	<b>11/14/2016</b>	<b>11/14/2016</b>

## Attachment B – Evaluation Matrix

Item	Sub-Item	Points
Financial Proposal	Use Form 6	35
Composition of Design Team and Firm's Current Capacity	Principal in charge, Project Manager, Project Architect, Other team members and sub consultants if any.	10
	Firms' total current volume of work that is less than 75% complete. (The consultant must provide a list of all work in progress, including the dollar amount of the contract and the percentage completed.)	10
Experience and Efficiency	Please use Form 3 and provide the three similar projects itemized, including the project's initial construction estimate versus actual bids and non-client initiated change orders.	20
Past Record and Performance		10
Familiarity with Details of Project	Provide information regarding the firm's understanding of the project's primary goals as well as the delegation of responsibilities among team members. Please provide specific information regarding your firm's approach to Quality Control/Assurance.	5
	Provide a proposed project schedule in line with the one included in Attachment A.	5
Degree of Impact on Local Economy and Employment	Provide estimated funds (%) which will be paid to local and State (non-local) project partners.	5
<b>Total Points</b>		<b>100</b>

## **TABLE OF CONTENTS**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

		<u>Page Number</u>
A.	TITLE-SIGNATURE PAGE	
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	
C.	LETTER OF TRANSMITTAL: Submitted on the provider's letterhead (four (4) pages max.): <ol style="list-style-type: none"> <li>1. Concisely state the provider's understanding of the services required by the County.</li> <li>2. Include additional relevant information not requested elsewhere in this RFP.</li> <li>3. The signature of the letter shall be that of a person authorized to represent the firm/provider.</li> </ol>	
E.	PROVIDER PROFILE: Form 1 provided	
F.	List of key personnel who will be actively involved in the work such as Principal-in-Charge, Project Manager, Project Engineer, Lead Technician and any sub-consultants. Include resumes of all listed personnel. Indicate home office locations for all personnel and sub-consultants involved in the work. Form 2 provided	
G.	Specialized Experience, Resumes & References, Forms 3 & 4	
H.	Project Narrative & Approach, Form 5	
I.	Financial Proposal: Provide total cost for services, inclusive of all travel, testing and miscellaneous expenses Form 6	
J.	Proposed Project Schedule, Form 7	
K.	Exhibits - Optional	

**FORM NO. 1: PROVIDER PROFILE**

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1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:

1a. Firm / Provider is:  National  Regional  Local

1b. Year Firm / Provider Established:

Years of Experience providing design services:

Years of Experience building city hall and/or municipal facilities:

1c. Licensed to do business in the State of Kentucky:  Yes  No

1d. Name, title, telephone number and email address of Principal to contact:

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to this project:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together?  Yes  No

**FORM NO. 2: KEY CONSULANTS**

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Each respondent must complete this form for all proposed subcontractors.

**SUB-CONSULTANT #1**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before:        \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing design services:

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.
- 

**SUB-CONSULTANT #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before:        \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing design services:

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.
- 

**SUB-CONSULTANT #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before:        \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing design services:

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

***FORM NO. 3: EXPERIENCE / REFERENCES***

---

List last 5 years of parking restoration projects which the proposed personnel for the work have been involved with, including client reference names, contact phone numbers, and size and cost of each restoration project.

:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for entire project: \$

Estimated cost (in Thousands) for work which firm was/is responsible: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

---

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the project:

- a. Name and Title:
  
- b. Project Assignment:
  
- c. Name of Consultant Firm with which associated:
  
- d. Years of Experience:       With this firm\_\_\_\_\_ other firms\_\_\_\_\_
  
- e. Education: Degree(s)/Year/Specialization:
  
- f. Active Registration: Year First Registered/Discipline
  
- g. Other Experience & Qualifications relevant to the proposed project:

## ***FORM NO. 5: PROJECT NARRATIVE & Approach***

---

The narrative section shall be limited to 5 - 8 ½" x 11" sheets of text plus drawings and sketches (if needed). Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach that is reasonable and responsive to LFUCG's needs
- Roles of all involved parties clearly identified
- Familiarity with project
- Identify and address critical or unique issues specific to this project and unique approaches to overcome design obstacles
- Proposed communication process

The applicant may make a statement in the narrative as to the adequacy of the fund listed for either or each project.



**FORM NO. 6: FINANCIAL PROPOSAL**

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**Total A/E Services Fee (LS):** \_\_\_\_\_ \$ \_\_\_\_\_

**Phase A – SD Services Proposal (\$):** \_\_\_\_\_ \$ \_\_\_\_\_

**Phase B – DD Services Proposal (\$):** \_\_\_\_\_ \$ \_\_\_\_\_

**Phase B (DD) Cost Distribution**

Phase B (DD) - 50% Completion \_\_\_\_\_ \$ \_\_\_\_\_

Phase B (DD) - 100% Completion \_\_\_\_\_ \$ \_\_\_\_\_

**Phase C – CD Services Proposal (\$):** \_\_\_\_\_ \$ \_\_\_\_\_

**Phase C (CD) Cost Distribution**

Phase C (CD) - 50% Completion \_\_\_\_\_ \$ \_\_\_\_\_

Phase C (CD) – 100% \_\_\_\_\_ \$ \_\_\_\_\_

**Bid Review & Recommendation (\$):** \_\_\_\_\_ \$ \_\_\_\_\_

**Phase D – CA Services Proposal (\$):** \_\_\_\_\_ \$ \_\_\_\_\_

**Project Closure Phase (\$):** \_\_\_\_\_ \$ \_\_\_\_\_

**Unit Price Proposal**

*Please provide unit prices for any consulting services which might be needed above and beyond the project's original scope.*

Consultant	Unit Price (\$/Hr.)

**Reimbursable Cost Proposal**

*All reimbursable costs are to be charges base on cost plus % \_\_\_\_\_ .*

## FORM NO. 7: Proposed Project Schedule

Task Name	Proposed Duration	Planned Start	Planned Finish
<b>Pre-Design Phase</b>			
A/E Services RFP			
A/E Services RFP Advertisement			
Proposals Due			
Proposal Review, Evaluation & Recommendation			
<b>Legistar</b>	1 day	3/7/2016	3/7/2016
<b>Council WS</b>	6 days	3/8/2016	3/15/2016
<b>Council 1st Reading (Request Dbl Reading)</b>	2 days	3/16/2016	3/17/2016
<b>Award and NTP</b>			
<b>Design Phase</b>			
Project Design Kick Off			
SD			
DD			
CD 50%			
CD 75%			
CD 100%			
<b>Pre-Construction Phase</b>			
Construction Services Bid Pack Submittal to Purchasing			
Advertisement for Construction Services			
Pre-Bid Meeting			
Bid Review, Evaluation and Recommendation			
<b>Council 1st Reading</b>	1 day	7/5/2016	7/5/2016
<b>Council 2nd Reading</b>	1 day	7/7/2016	7/7/2016
<b>Official Award</b>	3 days	7/8/2016	7/12/2016
<b>Construction Phase</b>			
Pre-Construction Meeting			
Mobilization			
Construction			
Substantial Completion			
Punch List			
Final Walkthrough			
<b>Project Closed</b>	<b>0 days</b>		



## EXHIBIT B

# Lexington-Fayette Urban County Government Request for Proposal

#6-2016 Consulting Services for  
Government Center Garage Structural Repairs

THP Primary Point of Contact:  
William M. Judd, II, P.E., Senior Principal  
(513) 241-3222  
[bjudd@thpltd.com](mailto:bjudd@thpltd.com)



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: **#6-2016**

Date: February 22, 2016

Subject: Consulting Services for Government Center Garage  
Structural Repairs

Address inquiries to:  
Sondra Stone  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Q: Has a construction budget been established for this project? A: The estimated construction budget is \$1.4M.
2. Q: Page 1/16 (Government Center Garage Information) indicates that the consultant needs to coordinate with LFUCG for removal of fire retardant material. Does the removal fall under the scope of the consultant or has LFUCG arranged for the removal and the consultant simply needs to coordinate this during the evaluation or construction phase? A: The final project scope will be determined after the SD report has been provided by the consultant. Items such as fire retardant removal activities and other issues will be part of the SD study.
3. Latest structural assessment is attached.

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: THP Limited Inc.

ADDRESS: 100 E. Eighth St., Cincinnati, Ohio 45202

SIGNATURE OF BIDDER:

## **TABLE OF CONTENTS**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

		Page Number
A.	TITLE-SIGNATURE PAGE	1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	2
C.	LETTER OF TRANSMITTAL: Submitted on the provider's letterhead (four (4) pages max.): 1. Concisely state the provider's understanding of the services required by the County. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent the firm/provider.	3
E.	PROVIDER PROFILE: Form 1 provided	4
F.	List of key personnel who will be actively involved in the work such as Principal-in-Charge, Project Manager, Project Engineer, Lead Technician and any sub-consultants. Include resumes of all listed personnel. Indicate home office locations for all personnel and sub-consultants involved in the work. Form 2 provided	5 & 6
G.	Specialized Experience, Resumes & References, Forms 3 & 4	Form 3; 7-11 Form 4; 12-16
H.	Project Narrative & Approach, Form 5	17-20
I.	Financial Proposal: Provide total cost for services, inclusive of all travel, testing and miscellaneous expenses Form 6	21
J.	Proposed Project Schedule, Form 7	22
K.	Exhibits – Required Forms Affidavit, EEA, Workforce Analysis, Affirmative Action, MWDBE Participation, Certificate of Liability Insurance, Kentucky Licensure	23-34



March 2, 2016

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

Dear Purchasing Director,  
THP Limited is pleased to submit the enclosed response for Request for Proposal for the #6-2016 Consulting Services for Government Center Garage Structural Repairs.

THP understands the LFUCG scope of services to provide the structural assessment of the garage structure, design and develop the necessary repair details, and provide bidding assistance and construction administration. THP performed a condition assessment of the Government Center Garage in 2011.

THP Limited is a client focused, professional structural engineering consulting firm established in 1973. Our firm specializes in the design of new, large scale structures; restoration and waterproofing; and parking. THP is registered in 45 states.

THP has provided restoration consulting services since the mid-1970's, when few people in the United States recognized the causes and potential impacts of corrosive deterioration in exposed concrete structures. Similarly, understanding of waterproofing materials and systems as a necessary component of restoration projects became a natural extension of our practice. Most all of our initial restoration projects were in parking structures, although THP restoration projects in stadiums, plazas, tunnels, facades, and skylights are now common place across the nation.

#### **Parking Consultant Qualifications**

THP's Principals are parking consultant experts. Their contributions to the parking industry include:

- Lead instructors for the International Parking Institute's CAPP Program (Certified Administrator of Public Parking) on Parking Facility Design, Rehabilitation and Maintenance.
- Active members in the Parking Consultants Council of the National Parking Association (NPA).
- Contributing author of the ULI "Dimensions of Parking."
- Contributing authors of NPA's "Parking Garage Maintenance Manual."
- Development and presentation of Parking 101: Design, Maintenance and Restoration. A program to educate owners on the planning, design, durability, and maintenance of new parking garages.
- Green Parking Council – 8 trained Green Garage Assessors.

#### **Parking Garage Assessment, Master Planning, and Restoration**

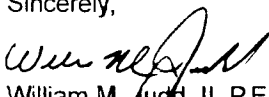
For 40 years, THP has worked across the nation providing Parking Restoration Consulting services for public and private owners. Services include:

- Assessments and condition studies.
- Preparation of master planning and budgeting reports.
- Development of maintenance programs.
- Preparation of construction documents.
- Preparation of phasing plans.
- Conduct competitive bidding processes.
- Testing of materials and systems.
- Observation and administration of construction.

Please contact me if you have any questions about THP's experience or if you need additional information.

Thank you for considering THP.

Sincerely,

  
William M. Judd, II, P.E.  
Senior Principal

**FORM NO. 1: PROVIDER PROFILE**

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1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:

THP Limited, Inc.  
100 E. Eighth Street, Floor 3  
Cincinnati, Ohio 45202

1a. Firm / Provider is: \_\_\_ National  Regional \_\_\_ Local

1b. Year Firm / Provider Established: 1973

Years of Experience providing design services: 43

Years of Experience building city hall and/or municipal facilities: 43

1c. Licensed to do business in the State of Kentucky:  Yes No

Kentucky State License Number 93

1d. Name, title, telephone number and email address of Principal to contact:

William M. Judd, II, P.E., Senior Principal  
Principal in Charge for project  
(513) 241-3222  
bjudd@thpltd.com

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to this project:

Structural Engineer, Professional	2
Architect, Professional	1
CAD/Document Development	1
Contractor	1

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

VT Design Solutions (Valu-Tech, Inc.): Computer Aided Drafting and Document Development

Schnell Contractor's Inc.: Selective removal of fireproofing during the assessment phase to for the purpose of evaluating the structure.

3a. Has this Joint Venture previously worked together?  Yes No

## ***Project Personnel***

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### **THP Limited Inc. -- Prime Design Firm 100 E. Eighth Street, Cincinnati, Ohio 45202**

Principal-in-Charge/Project Manager

William M. Judd, II, P.E., Senior Principal

Project Engineer

Anthony M. Mette, P.E, S.E.

Project Architect

Timothy J. Bennett, AIA

### **Sub-consultants**

#### **VT Design Solutions: 155 Tri-County Parkway, Cincinnati, Ohio 45246**

Computer Aided Drafting/Document Development

Joe Breadon

#### **Schnell Contractors Inc. 1343 Tile Factory Lane, Louisville, Kentucky 40213**

Fireproofing removal during assessment phase

Billy Winters

See Form 2 for additional information. See Section G – Form 4 for resumes.



**FORM NO. 2: KEY CONSULANTS**

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Each respondent must complete this form for all proposed subcontractors.

SUB-CONSULTANT #1

VT Design Solutions (Valu-Tech, Inc.)  
155 Tri-County Parkway, Suite 230  
Cincinnati, OH 45246  
(513) 772-1756  
(937) 476-2262

Specialty / Role with this Project:  
SBE/MBE Certified  
Computer Aided Drafting and Document Development

Worked with Lead Firm Before:           X Yes \_\_\_ No

Year Firm Established: 1999

Years of Experience providing design services: 16

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUB-CONSULTANT #2

Schnell Contractors, Inc.  
1343 Tile Factory Lane  
Louisville, KY 40213  
(502) 969-7534 Office

Specialty / Role with this Project:  
WBE Certified  
Selective removal of fire proofing during assessment

Worked with Lead Firm Before:           X Yes \_\_\_ No

Year Firm Established: 1984

Years of Experience providing design services: 32

- Complete Form 4 for all key personnel assigned to this project for this subcontractor.

## FORM NO. 3: EXPERIENCE / REFERENCES

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List last 5 years of parking restoration projects which the proposed personnel for the work have been involved with, including client reference names, contact phone numbers, and size and cost of each restoration project.

### Lexington Financial Center Garage Lexington, Kentucky

Completion Date: Project 1: Study and restoration 2010 - 2012  
Project 2: Garage review of structure, waterproofing, and MEP systems 2013 - 2014

Project Owner: William Novak, Project Manager  
Commonwealth of Kentucky  
Division of Engineering & Contract Administration  
Bush Building  
403 Wapping Street, 1st Floor  
Frankfort, Kentucky 40601  
(502) 564-3155



Estimated Cost (in Thousands) for entire project: \$300,000

Estimated cost (in Thousands) for work which firm was/is responsible: \$300,000

Scope of Entire Project: (Please give quantitative indications wherever possible).

Project 1: Provide updated garage study from 2007 of six levels of structurally supported floors and one level built as a slab-on-grade with approximately 172,000 sq. ft. of supported floor area providing parking for 600 cars. The structure is a pre-cast concrete structural system. Provided complete repair documents for restoration of garage and provided construction administration services.

Project 2: Provided updated review of garage for a potential buyer including structural, waterproofing and MEP systems.

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

Project 1: Review structural drawings and provide visual survey including delamination chain drag survey. Also provided topping slab repairs and installation of water repellent, full documents, and construction administration.

Project 2: Visual survey to collect information regarding existing conditions and details of the structural and durability items. Survey summarized in a report to develop garage repairs and maintenance plan.

Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

William M. Judd II, P.E. - Principal in Charge/ Project Manager  
Anthony M. Mette, P.E., S.E. - Project Engineer  
Timothy J. Bennett, AIA - Project Architect

## **FORM NO. 3: EXPERIENCE / REFERENCES**

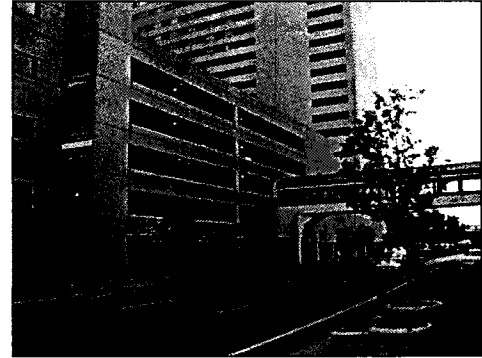
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List last 5 years of parking restoration projects which the proposed personnel for the work have been involved with, including client reference names, contact phone numbers, and size and cost of each restoration project.

### **Lexington World Trade Center Garage Lexington, Kentucky**

Completion Date: Project 1: Study 2007  
Project 2: Restoration Package 2011  
Project 3: Post-tension Study 2012  
Project 4: Repair Documents 2013  
Project 5: Summary Review 2014

Project Owner: William Novak, Project Manager  
Commonwealth of Kentucky  
Division of Engineering & Contract Administration  
Bush Building  
403 Wapping Street, 1st Floor  
Frankfort, Kentucky 40601  
(502) 564-3155



Estimated Cost (in Thousands) for entire project: Over \$2 million

Estimated cost (in Thousands) for work which firm was/is responsible: Approximately \$2 million

Scope of Entire Project: (Please give quantitative indications wherever possible).

Condition studies and repair documentation of the 500-space, post-tension garage. Provided construction consultation services during repairs in 2011 and 2013.

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

THP performed a complete condition study of the 500-space, post-tension garage in 2007. The study determined the general conditions present, causes of deterioration, provided repair options, and recommendation for restoration. In 2011, THP developed several restoration packages to repair broken post-tension cables, CMU wall repairs, and design a new supplemental vehicular barrier system for the structure.

In 2012, THP performed a limited study to determine the condition of the post-tension cables in the slab due to concern for slab deterioration at locations where the cables are not protected by sheathings. THP assisted the Commonwealth of Kentucky with bidding and construction administration of the supplemental vehicular barrier system package.

In 2013, THP prepared complete repair documents to restore the garage, assisted with bidding and provided a significant presence during construction. The project included extensive concrete repairs, post-tension tendon replacement and traffic membrane installation. The total cost of the repairs is \$2 million - completed on time and within budget.

In 2014, THP provided a summary review of the restoration projects.

Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

William M. Judd II, P.E. – Principal in Charge/Project Manager  
Anthony M. Mette, P.E., S.E. – Project Engineer

## **FORM NO. 3: EXPERIENCE / REFERENCES**

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List last 5 years of parking restoration projects which the proposed personnel for the work have been involved with, including client reference names, contact phone numbers, and size and cost of each restoration project.

### **University of Kentucky Parking Garages Lexington, Kentucky**

Completion Date: 2012 to Current

Project Owner: Lance Broeking  
University of Kentucky  
Capital Project Management Division  
222 Peterson Service Building  
411 South Limestone Street  
Lexington, Kentucky 40506  
(859) 257-6319



Estimated Cost (in Thousands) for entire project: \$650,000 yearly budget

Estimated cost (in Thousands) for work which firm was/is responsible: \$650,000 yearly budget

Scope of Entire Project: (Please give quantitative indications wherever possible).

THP was retained by the University of Kentucky in November, 2012 to perform condition studies of the eight parking garages on their main campus to assess the current conditions and develop a 10 year Master Plan for long term restoration efforts. Seven of the garages are cast-in-place concrete post tension structures and one is a precast concrete double tee structure.

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

THP's comprehensive condition study and walk-through inspection of floor slabs, soffits and structural members included:

- Condition of sealants, expansion joint systems and traffic membrane applications.
- Concrete powder samples taken from incremental depths in the floor slab on the supported levels in both drive aisles and parking spaces to gauge the level of chloride buildup in the slabs.
- Exploratory excavations of the concrete slab to determine the condition of PT anchorages, PT strands and reinforcing steel.
- Review of original architectural drawings, past repairs, stair towers and façade elements.
- Developed of a comprehensive report describing the findings of the survey, analysis of data, restoration options for consideration and THP recommendations. Repair options include time frames to extend the useful life span of the structure
- Provided a 10 year prioritized plan with probable cost estimates for repair and maintenance concerns for each garage.

The University subsequently has retained THP from 2012 to the present for yearly budgeted repairs, to develop restoration documents, assist with contractor bidding, and administer the master plan in the eight garages.

Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

William M. Judd II, P.E. – Principal in Charge/Project Manager  
Anthony M. Mette, P.E., S.E. – Project Engineer  
Timothy J. Bennett, AIA – Project Architect

## ***FORM NO. 3: EXPERIENCE / REFERENCES***

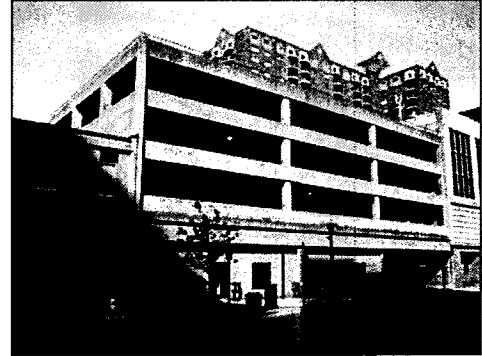
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List last 5 years of parking restoration projects which the proposed personnel for the work have been involved with, including client reference names, contact phone numbers, and size and cost of each restoration project.

### **Capital Annex Garage Frankfort, Kentucky**

Completion Date: Project 1: Study and Review - 2010  
Project 2: Condition Assessment and Repair  
Documentation - 2015

Project Owner: Bernard Engelman, Project Manager  
Commonwealth of Kentucky  
Division of Engineering & Contract Administration  
Bush Building  
403 Wapping Street, 1<sup>st</sup> Floor  
Frankfort, Kentucky 40601  
(502) 564-3155



Estimated Cost (in Thousands) for entire project: Project 1: \$5,500  
Project 2: \$169,250

Estimated cost (in Thousands) for work which firm was/is responsible: Project 1: \$5,500 Project 2: \$38,750

Scope of Entire Project: (Please give quantitative indications wherever possible).

Project 1: Condition studies of six state owned garages including Capital Annex to assess their current condition and provide repair options with estimated probable construction costs.

Project 2: Condition assessment of the 389-space 5-level precast garage and provide budget for complete repairs.

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

Project 1: Condition assessment of the garage.

Project 2: Condition assessment with 5 year repair plan. THP prepared complete repair documents for phase 1 for restoration of the garage, assisted with bidding and provided a significant presence during construction. The project includes extensive concrete repairs, and traffic membrane installation.

Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

William M. Judd II, P.E. – Principal in Charge/Project Manager  
Anthony M. Mette, P.E., S.E. – Project Engineer

## FORM NO. 3: EXPERIENCE / REFERENCES

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List last 5 years of parking restoration projects which the proposed personnel for the work have been involved with, including client reference names, contact phone numbers, and size and cost of each restoration project.

### University of Cincinnati Parking Garages Cincinnati, Ohio

Completion Date: Ongoing projects (1985 to present)

Project Owner: Lisa Bunkley-Boyd  
Associate Director, Parking Facilities  
University of Cincinnati  
51 West Corry Boulevard  
Cincinnati, Ohio 45221  
(513) 556-4042



Estimated Cost (in Thousands) for entire project: \$15 million

Estimated cost (in Thousands) for work which firm was/is responsible: \$15 million

Scope of Entire Project: (Please give quantitative indications wherever possible).

For over 30 years the University of Cincinnati Department of Parking Services has been a significant repeat client for THP. THP has provided either restoration or new structural and often prime design services in all 10 of the University's parking garages.

#### Parking Garage Statistics

- Eleven facility system with 9,742-spaces
- Cast-in-place two way flat slab, cast-in-place pan joist, cast-in-place post-tension; precast tee system

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

Provided structural engineering and parking restoration expertise in a timely manner to design, assess, prepare maintenance master plans, provide cost estimates and administer construction.

#### Services Provided

- Assessment and maintenance review of parking garages
- Design of major restoration, structural, and waterproofing projects
- Membrane replacement
- Concrete repairs
- Material selection
- Specifications
- Development of complex phasing to limit parking disruptions
- Master plan and budget reports
- Schematic design, design development, construction document, bidding, as-built
- Construction administration

Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

William M. Judd II, P. E. – Principal in Charge/Project Manager  
Anthony M. Mette, P. E., S. E. – Project Engineer  
Timothy J. Bennett, AIA – Project Architect

## FORM NO. 4: RESUMES OF KEY PERSONNEL

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Brief resume of key persons, specialists, and individual consultants that shall be assigned to the project:



**William M. Judd, II, P.E.**  
**Principal-in-Charge**

- a. **Project Assignment:**  
Mr. Judd will manage and coordinate the assessment of the garage with the appropriate team personnel. He will be available for follow-up meetings with the LFUCG to review the findings and recommended repairs. He is also responsible for the execution of the work and ensuring that adequate personnel and other resources are made available for the project, and for the quality, timeliness, and budget of the project.
- b. **Name of Consultant Firm with which associated:**  
THP Limited, Inc.
- c. **Years of Experience:**                      With this firm 33 other firms 33
- d. **Education: Degree(s)/Year/Specialization:**
- BS, Civil Engineering - 1987  
University of Cincinnati
  - MS, Structural Engineering - 1998  
University of Cincinnati
- e. **Active Registration: Year First Registered/Discipline**  
Kentucky 2007 PE #25099; Arkansas 2007 PE; Indiana 2010 PE; Kansas 2008 PE; Michigan 2014 PE; Minnesota 2007 PE; Missouri 2006 PE; New Hampshire 2007 PE; Ohio 1991 PE; Oklahoma 2008 PE; Pennsylvania 2007 PE; Rhode Island 2011 PE; Tennessee 2012 PE; Texas 2006 PE; Virginia 2007 PE; Wisconsin 2010 PE; West Virginia 2012 PE
- f. **Other Experience & Qualifications relevant to the proposed project:**
- |  |  |
|--|--|
| <p><b>Lexington-Fayette Urban County Government</b><br/>Lexington, Kentucky</p> <ul style="list-style-type: none"><li>• Lexington Government Center<br/>Garage Study - 10 year Master Plan</li><li>• Lexington Annex Parking Garage<br/>Assessment; 380-spaces</li></ul> <p><b>Lexington Public Library Parking Garage</b><br/>Lexington, Kentucky</p> <ul style="list-style-type: none"><li>• Deck assessment and repair</li></ul> <p><b>Commonwealth of Kentucky</b><br/>Statewide</p> <ul style="list-style-type: none"><li>• Condition assessments of 6 parking garages</li></ul> <p><b>World Trade Center Parking Garage</b><br/>Lexington, Kentucky</p> <ul style="list-style-type: none"><li>• Garage condition assessment</li><li>• Restoration of garage</li></ul> <p><b>University of Kentucky</b><br/>Lexington, Kentucky</p> <ul style="list-style-type: none"><li>• Annual inspections, maintenance reviews,<br/>and repair documentation of University 8 parking<br/>garages; over 1,965,000 SF</li></ul> <p><b>City of Covington</b><br/>Covington, Kentucky</p> <ul style="list-style-type: none"><li>• RiverCenter parking garage and plaza assessment<br/>and restoration waterproofing; 25,000 SF</li></ul> | <p><b>Northern Kentucky University</b><br/>Highland Heights, Kentucky</p> <ul style="list-style-type: none"><li>• University Drive parking garage condition review<br/>and repair documents, relamping of garage with<br/>LED fixtures; 105,000 SF, 312-spaces</li></ul> <p><b>University of Cincinnati</b><br/>Cincinnati, Ohio</p> <ul style="list-style-type: none"><li>• Annual inspections, maintenance reviews, and<br/>repair documentation of 11 University parking<br/>garages; over 9,742-spaces</li></ul> <p><b>University of Akron</b><br/>Akron, Ohio</p> <ul style="list-style-type: none"><li>• Assessments and restorations for 8 garages;<br/>over 5,700-spaces</li></ul> <p><b>Cincinnati Children's Hospital Medical Center</b><br/>Cincinnati, Ohio</p> <ul style="list-style-type: none"><li>• Winslow Avenue parking garage restoration</li><li>• Garage condition study and master plan for 9<br/>garages</li></ul> <p><b>Veteran's Affairs Medical Centers</b></p> <ul style="list-style-type: none"><li>• Lexington, Kentucky - Parking facility repair and<br/>relamping</li><li>• Huntington, West Virginia - Parking facility<br/>assessment</li></ul> |
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## FORM NO. 4: RESUMES OF KEY PERSONNEL

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Brief resume of key persons, specialists, and individual consultants that shall be assigned to the project:



**Anthony M. Mette, P.E., S.E.**  
**Project Engineer**

- a. **Project Assignment:**  
Mr. Mette will co-lead the condition assessment and assist with developing the repair details and design documents, and manage the construction administration.
- b. **Name of Consultant Firm with which associated:**  
THP Limited, Inc.
- c. **Years of Experience:**                      With this firm 11 other firms 7
- d. **Education: Degree(s)/Year/Specialization:**
- BS, Civil and Environmental Engineering - 2005  
University of Cincinnati
  - MS, Structural Engineering - 2008  
University of Cincinnati
- e. **Active Registration: Year First Registered/Discipline**  
Kentucky 2011 PE #27723; Ohio 2010 PE; Illinois 2011 SE
- f. **Other Experience & Qualifications relevant to the proposed project:**
- |  |  |
|--|--|
| <b>Lexington-Fayette Urban County Government</b><br>Lexington, Kentucky <ul style="list-style-type: none"><li>• Lexington Government Center Garage Study - 10 year Master Plan</li><li>• Lexington Annex Parking Garage Assessment; 380-spaces</li></ul> | <b>Cincinnati/Northern Kentucky Airport</b><br>Hebron, Kentucky <ul style="list-style-type: none"><li>• Bridge rehabilitation - concrete and waterproofing repairs</li><li>• Parking Garage Terminal 1, 2, and 3 condition review update and repairs</li></ul> |
| <b>Lexington Public Library Parking Garage</b><br>Lexington, Kentucky <ul style="list-style-type: none"><li>• Deck assessment and repair</li></ul>   | <b>University of Cincinnati</b><br>Cincinnati, Ohio <ul style="list-style-type: none"><li>• Annual inspections, maintenance reviews, and repair documentation of 11 University parking garages; over 9,742-spaces</li></ul>                                    |
| <b>City of Covington</b><br>Covington, Kentucky <ul style="list-style-type: none"><li>• RiverCenter parking garage assessment and restoration</li></ul>  | <b>University of Akron</b><br>Akron, Ohio <ul style="list-style-type: none"><li>• Assessments and restorations for 8 garages; over 5,700-spaces</li></ul>  |
| <b>Commonwealth of Kentucky</b><br>Statewide <ul style="list-style-type: none"><li>• Condition assessments of 6 parking garages</li></ul>  | <b>Dayton Convention Center</b><br><b>The City of Dayton</b><br>Dayton, Ohio <ul style="list-style-type: none"><li>• Assessment and rehabilitation of parking garage</li></ul>   |
| <b>University of Kentucky</b><br>Lexington, Kentucky <ul style="list-style-type: none"><li>• Annual inspections, maintenance reviews, and repair documentation of University 8 parking garages; over 1,965,000 SF</li></ul>                              | <b>Harvard University</b><br>Cambridge, Boston <ul style="list-style-type: none"><li>• Broadway Garage restoration</li></ul>   |
| <b>Northern Kentucky University</b><br>Highland Heights, Kentucky <ul style="list-style-type: none"><li>• University Drive parking garage condition review and repair documents, relamping of garage with LED fixtures; 105,000 SF, 312-spaces</li></ul> | <b>Private Client</b><br>Minneapolis, Minnesota <ul style="list-style-type: none"><li>• Assessment, master planning, and restoration of 2 parking facilities</li></ul>   |



## FORM NO. 4: RESUMES OF KEY PERSONNEL

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Brief resume of key persons, specialists, and individual consultants that shall be assigned to the project:



**Timothy J. Bennett, AIA, LEED AP BD+C**  
**Project Architect**

- a. **Project Assignment:**  
Mr. Bennett will be involved in assessment of the garage facade, stair towers, elevator lobbies, and interior spaces. He will also assist with the development of the project manual.
- b. **Name of Consultant Firm with which associated:**  
THP Limited, Inc.
- c. **Years of Experience:** With this firm 19 other firms 9
- d. **Education: Degree(s)/Year/Specialization:**  
• BARCH Architecture - 1999  
University of Cincinnati
- e. **Active Registration: Year First Registered/Discipline**  
Ohio 1999 AIA 2005; Illinois 2003 AIA
- f. **Other Experience & Qualifications relevant to the proposed project:**

**University of Kentucky**

Lexington, Kentucky

- Annual inspections, maintenance reviews, and repair documentation of University 8 parking garages; over 1,965,000 SF

**Western Kentucky University**

Bowling Green, Kentucky

- Parking Garage #1 assessment and restoration

**Shriners Hospital**

Cincinnati, Ohio

- Condition assessment and restoration of six-story, 115,000 cast-in-place garage

**The Ohio State University**

Columbus, Ohio

- 12th Avenue Garage assessment and restoration

**University of Cincinnati**

Cincinnati, Ohio

- Goodman Garage membrane repairs

**Norton Healthcare**

Louisville, Kentucky

- Building Envelope Peer Review - consultant for 8 buildings on the hospital campus including the 5-story, 327,000 SF hospital constructed in 2008

**Simon Property Group**

Nationwide

- Assessment, restoration, and facade repair of fourteen parking facilities
- Facade Investigations & Repairs
  - Castleton Square Mall, Indianapolis, IN
  - Circle Centre Mall, Indianapolis, IN
  - Houston Galleria, TX
  - Irving Mall, TX
  - Pheasant Lane Mall, Salem, NH
  - Liberty Tree Mall, Danvers, MA
  - Mall of New Hampshire, Manchester, NH
  - Nanuet Mall, Nanuet, NY
  - Rolling Oaks, San Antonio, TX
  - Santa Rosa Mall, Santa Rosa, CA
  - Tippecanoe Mall, Lafayette, IN
  - Upper Valley Mall, Springfield, OH

**Veterans Affairs Medical Center**

Ft. Thomas, Kentucky and Chillicothe, Ohio

- Façade assessment and repair of buildings
- Multi-year campus facade repair projects

## FORM NO. 4: RESUMES OF KEY PERSONNEL

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Brief resume of key persons, specialists, and individual consultants that shall be assigned to the project:



**Joe Breadon**  
**CAD/Document Development**

- a. **Project Assignment:**  
Mr. Breadon will provide computer aided drafting for the development of the repair design documents.
- b. **Name of Consultant Firm with which associated:**  
VT Design Solutions
- c. **Years of Experience:**                      With this firm 3 other firms 13
- d. **Education: Degree(s)/Year/Specialization**
- e. **Active Registration: Year First Registered/Discipline**
- f. **Other Experience & Qualifications relevant to the proposed project:**  
Mr. Breadon specializes in the survey, site sampling, site testing, document development, and construction administration of restoration projects. His role on projects includes inspections, specifications, project management, and construction administration.

**Harvard University**

Cambridge, Massachusetts

- Repairs as detailed in Master Plan for Broadway, Soldiers Field Park, Peabody Terrace, Akron Street, Cowperwaite, Oxford, Western Avenue, Everett Street garages

**VCU Medical Center Garage**

Richmond, Virginia

- Restoration of the D Parking Deck, 2,200-spaces

**Central Riverfront Parking Garage**

Cincinnati, Ohio

- Phase III of new Riverfront Garage, 800-spaces

**Medical Center Garage**

University of Tennessee, TN

- Review of precast garage, visible cracking

**Visitor Parking Garage**

VAMC, Cincinnati, Ohio

- Design Build, 315-spaces

**Worthen Arena**

Ball State University, Muncie, Indiana

- Replacement of exterior concrete on-grade stairs leading to Arena

**5<sup>th</sup> & Race Development**

Cincinnati, Ohio

- New office tower and parking garage
- Design includes possible residential tower with additional parking

**Private Corporation**

Marietta, Ohio

- Bridge addition and utility cross-section addition (original bridge drawings from 1949)

**Mercy Hospital**

Fairfield, Ohio

Renovation of 3rd and 4th floor to accommodate new air handling units

**Jewish Hospital North**

Kenwood, Ohio

New patient tower designed for a future vertical two-story addition. Includes an emergency department, four-levels of patient rooms, main lobby, new entrance and Emergency Department canopies, a centralized mechanical plant on the top level and miscellaneous interior renovations

## **FORM NO. 4: RESUMES OF KEY PERSONNEL**

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Brief resume of key persons, specialists, and individual consultants that shall be assigned to the project:



**Billy Winters**  
**Vice President**  
**Schnell Contractors Inc.**



**Project Assignment:**

Mr. Winters will assist and/or provide oversight for the selective removal of fireproofing for the purpose of evaluating the structure.

**Name of Consultant Firm with which associated:**

Schnell Contractors Inc.

**Years of Experience:** With this firm 17 other firms 10

**Education: Degree(s)/Year/Specialization**

**Active Registration: Year First Registered/Discipline**

**Other Experience & Qualifications relevant to the proposed project:**

Mr. Winters has over 20 years of construction experience, with the last 13 years being in the Masonry & Concrete Restoration & Waterproofing Industry. His responsibilities include estimating and project management of both small and large projects for the Schnell home office located in Louisville, KY and the branch office located in Tampa, Florida.

Several projects he has been associated with while at Schnell Contractors, Inc. have won national awards; "Parking Garage Repairs for the Parking Authority of River City" 2007 Award of Merit by ICRI, and the "Resoration of Ca'd'Zan Mansion" 2004 Award of merit by ICRI.

## **FORM NO. 5: PROJECT NARRATIVE & Approach**

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### **THP APPROACH – Government Center Garage Structural Repairs**

#### ***Assessment***

The assessment of the existing garage will begin with a complete understanding of the structural system and past repair efforts. With good communication and listening to the LFUCG's concerns with the garage, we will get a good understanding of current issues, both structural and operational. The main focus of the assessment phase will be the on-site inspection of the garage components. The deterioration and life remaining in various components have to be accurately read in the field. The field assessment will generally include the following:

- Review of original architectural and structural drawings.
- Review of past documentation for repairs.
- Review past condition study reports.
- Interview Owner personnel to identify immediate known concerns.
- Visual inspection of floor slabs, soffits and structural members. Concrete deterioration and other visual durability/maintenance needs will be identified and quantified.
- THP will sub-contract with Schnell Contractors for removal of the select areas of spray-on fireproofing from slab soffits and beams to enable a review of the structural system hidden by the fireproofing. THP will identify areas for removal that include visually distressed concrete and areas that look to be sound concrete. THP is providing an allowance of \$10,000 in the proposal for the selective fireproofing removal.
- Visual inspection of waterproofing elements such as sealants, expansion joints and traffic membrane systems.
- Delamination survey of representative garage floor slabs to determine the extent of deterioration present. Delaminations will be identified using the chain drag method. Representative areas of each garage level will be surveyed. These areas will include drive lanes, parking spaces, and areas that visually look sound as well as areas with visually observed deterioration. Delaminated areas will be quantified and extrapolated for the entire floor slab.
- Perform chloride testing to establish chloride profiles within the existing structural slabs. Concrete powder samples will be taken from incremental depths in both drive aisles and parking spaces. Samples will be sent for laboratory testing of chloride ion concentrations
- Obtain concrete core samples for compressive strength testing.
- Concrete excavations in girder bottoms to verify reinforcement size/spacing and in topping slabs to observe structural slab.
- Review garage areas for potential Building Code concerns.
- Review of drainage system.
- Visual review of stair towers.
- Visual review of the building façade elements.

THP performs the assessment survey in house with the following testing/equipment. The only survey items not performed by THP are slab excavations/core extraction that would be provided by a local contractor.

- Concrete delamination
- Chloride testing
- Concrete cover measurements
- Excavations for reinforcing section loss
- Coating thickness testing
- Moisture testing
- Bond testing
- Carbonation test
- Ultra-sonic testing
- Core test

THP analyzes the data from the field survey, review of findings and life cycle of waterproofing components to provide a prioritized year by year plan for repairs and maintenance items. Each repair item is provided with an opinion of probable repair costs based on THP cost data gathered from our history of project bid results. A report is developed describing the findings of the survey with photos, analysis of data, restoration options for consideration, probable repair costs and THP recommendations.

### **Construction Documents**

Following the completion of the assessment report, THP will meet with LFUCG personnel to discuss planning and budgeting for the project. This may include a plan to phase the project over several budget years. THP will move into a Design Development Phase based on the input and recommendations from LFUCG. The Construction Document Phase will generally include the following:

*Schematic Design/Design Development Phases:*

- A. Review of existing architectural and structural drawings.
- B. Visual review of structural, waterproofing, and durability elements planned for phase 1 of the project.
- C. Develop preliminary drawings and specifications based on the findings and recommendations from the garage assessment.
- D. Develop preliminary estimate of probable construction costs.
- E. Verify the program, recommendations, finalize budget and schedule with LFUCG.

*Construction Document Phase:*

- A. Develop complete drawings and specifications for the phase 1 restoration package of the garage based on the approved program developed in the SD/DD phase.
- B. Develop complete project manual, utilizing the LFUCG preferred front end specifications, division 1 and technical specifications required for the approved repairs or replacement.
- C. Provide owner review sets in PDF format at 50%, 75% and 100%.
- D. Develop final estimate of probable construction costs.
- E. Assist LFUCG with obtaining necessary building permits.

### **Bidding**

THP takes an active role with bidding to assist LFUCG and thoroughly explain the project to potential bidders so that the successful bid is within the established budget. We typically provide the following during bidding:

- A. Attend pre-bid meeting.
- B. Answer bidder questions via addenda as needed.
- C. Prepare pre-bid meeting minutes and issue via addenda.
- D. Assist LFUCG in the selection of the apparent successful bidder.
- E. During the bidding and award stage, incorporate Addenda information into the Contract Documents to provide a conformed set.

### **Construction Administration**

THP firmly believes that the success of the project is made with a strong presence during construction. THP maintains the same staff throughout the project so the eyes that reviewed the garage during the assessment and prepared the construction documents are also reviewing the work during construction. This approach allows us to quickly identify any field condition that may be encountered and address it in a timely manner so as not to affect schedule and budget. Our construction administration services typically include the following:

- A. Review and approve submissions from the contractor.
- B. Prepare field directives and change orders as requested.
- C. Provide miscellaneous correspondence to respond to LFUCG, contractors and other project related entities.
- D. Assist with progress meetings.
- E. Provide on-site construction administration visits to verify that the work is being installed in general conformance with the construction documents. THP plans bi-weekly site trips supplemented with additional site trips to see critical repair installations.
- F. Closeout Phase including as-built drawings and review of warranty items.

## **Project Team Roles**

### **William M. Judd, II, P.E. – Principal in Charge/Project Manager**

Mr. Judd will manage and coordinate the assessment of the garage with the appropriate team personnel. He will be available for follow-up meetings with the LFUCG to review the findings and recommended repairs. He is also responsible for the execution of the work and ensuring that adequate personnel and other resources are made available for the project, and for the quality, timeliness, and budget of the project.

### **Anthony M. Mette, P.E. – Project Engineer**

Mr. Mette will co-lead the condition assessment and assist with developing the repair details and design documents, and manage the construction administration.

### **Timothy J. Bennett, AIA – Project Architect**

Mr. Bennett will be involved in assessment of the garage facade, stair towers, elevator lobbies, and interior spaces. He will also assist with the development of the project manual.

## **Familiarity with Project**

THP is familiar with the Government Center Garage having completed a condition assessment of the structure in September, 2011. Our level of understanding based on that survey will allow THP to focus more effort on concerns that were identified at that time.

## **Critical Issues**

The live load capacity of the structure will be determined to verify the structure has the load capacity for code required vehicle loading. Based on our previous study, the main area of study is the 51 foot span of the girders.

The lack of floor slab drainage in the garage. The existing concrete and asphalt topping slabs should be removed. A new concrete topping slab should be installed and bonded directly to the structural slab. The new topping slab will be designed to provide slope to new supplemental drains.

A new vehicle guard rail will need to be installed around the perimeter of the garage in front of the exterior brick wall on levels 2 and 3.

## **Proposed Communication Process**

THP has the philosophy that good communication between the Owner, consultant, and contractor is a necessity. THP sets up multiple contact people that are familiar with the project so questions and concerns are addressed quickly. Bill Judd, THP's Principal-in-Charge/Project Manager and Tony Mette, our Project Engineer will be involved with the project on a daily basis.

THP's personnel that are assigned and submitted for the Government Center Garage project will be involved with the project from the initial assessment until project closeout. We believe that this continuity provides the highest level of service. Principals do not "disappear" once the project is awarded and we do not have a separate construction administration team. The engineers that manage the design are also responsible for the construction phase of the project.

At the onset of the project Bill Judd and Tony Mette will meet with the LFUCG project management team to confirm scope, budget, schedule and critical issues.

Once the project has started Bill Judd will communicate with and guide the team members and consultants. After the team has completed its assessment, Bill Judd and Tony Mette will discuss the findings and proposed repairs with the LFUCG to determine the prioritized scope of work and to move forward.

During Design Development THP's internal team will be sharing information daily between team members and sub-consultants. THP will frequently update LFUCG on progress and provide Owner Review Submissions at 50%, 75%, and 100% for additional input.

Thorough communication will continue with the LFUCG, contractors and the design team throughout the entire construction process. THP believes a strong presence during the construction of the project is important to assure that the work is being installed in conformance with the construction documents and to closely monitor costs and schedule.

As the project ends, Tony Mette will coordinate project closeout, including as-built drawings, closeout paperwork and verifying correct warranties are provided.

**Total A/E Services Fee (LS):** **\$ 87,955.00**

**Phase A – SD Services Proposal (\$):** **\$25,370.00 \***

*\* Includes \$10,000 allowance for selective fireproofing removal*

**Phase B – DD Services Proposal (\$):** **\$ 5,200.00**

**Phase B (DD) Cost Distribution**

Phase B (DD) - 50% Completion	\$2,600.00
Phase B (DD) - 100% Completion	\$2,600.00

**Phase C – CD Services Proposal (\$):** **\$ 29,000.00**

**Phase C (CD) Cost Distribution**

Phase C (CD) - 50% Completion	\$17,400.00
Phase C (CD) – 100%	\$11,600.00

**Bid Review & Recommendation (\$):** **\$ 2,865.00**

**Phase D – CA Services Proposal (\$):** **\$ 22,640.00**

**Project Closure Phase (\$):** **\$ 2,880.00**

**Unit Price Proposal**

*Please provide unit prices for any consulting services which might be needed above and beyond the project's original scope.*

Consultant	Unit Price (\$/Hr.)

**Reimbursable Cost Proposal**

*All reimbursable costs are to be charges base on cost plus % 0 .*



<b>Task Name</b>	<b>Proposed Duration</b>	<b>Planned Start</b>	<b>Planned Finish</b>
<b>Pre-Design Phase</b>			
A/E Services RFP	<b>Same as</b>		
A/E Services RFP Advertisement	<b>LFUCG</b>		
Proposals Due	<b>LFUCG</b>		
Proposal Review, Evaluation & Recommendation			
<b>Legistar</b>	1 day	3/7/2016	3/7/2016
<b>Council WS</b>	6 days	3/8/2016	3/15/2016
<b>Council 1st Reading (Request Dbl Reading)</b>	2 days	3/16/2016	3/17/2016
<b>Award and NTP</b>	<b>Same as LFUCG</b>		
<b>Design Phase</b>			
Project Design Kick Off	1 day	3/25/16	3/25/16
SD	10 days	3/25/16	4/7/16
DD	10 days	4/8/16	4/21/16
CD 50%	8 days	4/22/16	5/3/16
CD 75%	7 days	5/4/16	5/12/16
CD 100%	5 days	5/13/16	5/19/16
<b>Pre-Construction Phase</b>			
Construction Services Bid Pack Submittal to Purchasing	<b>Same as</b>		
Advertisement for Construction Services	<b>LFUCG</b>		
Pre-Bid Meeting	<b>LFUCG</b>		
Bid Review, Evaluation and Recommendation			
<b>Council 1st Reading</b>	1 day	7/5/2016	7/5/2016
<b>Council 2nd Reading</b>	1 day	7/7/2016	7/7/2016
<b>Official Award</b>	3 days	7/8/2016	7/12/2016
<b>Construction Phase</b>			
Pre-Construction Meeting			
Mobilization			
Construction	<b>Same as</b>		
Substantial Completion	<b>LFUCG</b>		
Punch List			
Final Walkthrough			
<b>Project Closed</b>	0 days		

**AFFIDAVIT**

Comes the Affiant, \_\_\_\_\_ William M. Judd, II, P.E. \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is William M. Judd, II, P.E. and he/she is the individual submitting the proposal or is the authorized representative of THP Limited Inc. , 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 OHIO

COUNTY OF CLERMONT

The foregoing instrument was subscribed, sworn to and acknowledged before me by William M. Judd, II, P.E. on this the 1st day of MARCH, 2016.

My Commission expires: 6-18-17

*Jacqueline A. Tesso*  
NOTARY PUBLIC, STATE AT LARGE



JACQUELINE A. TESSOFF  
Notary Public, State of Ohio  
Recorded in  
Clermont County  
My Comm. Exp. 6/18/17

## 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.*

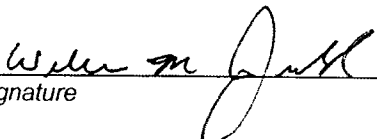
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

THP Limited, Inc.  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: THP Limited Inc.

Date: 03/01/2016

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	8*	8								8	
Professionals	31*	26	4					1		27	4
Superintendents											
Supervisors	3	2	1							2	1
Foremen											
Technicians	10	10								10	
Protective Service											
Para-Professionals	6	6								6	
Office/Clerical	4		4								4
Skilled Craft / Co-Op	4	1	2							2	2
Service/Maintenance											
<b>Total:</b>	<b>58</b>	<b>27</b>	<b>11</b>			<b>1</b>		<b>1</b>		<b>47</b>	<b>11</b>

Prepared by: William M. Judd William M. Judd, II, P.E., Senior Principal  
**Name & Title**

\* = 8 Administrators are included and counted only in the Professionals Category.



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## SECTION II: EQUAL EMPLOYMENT OPPORTUNITY / NON-DISCRIMINATION POLICY / HARASSMENT POLICIES / COMPLAINT PROCEDURE

THP is committed to providing equal employment opportunities to all employees and job applicants regardless of race, color, religion, sex, national origin, veteran status, age, genetic information, or disability (in the case of qualified individuals with a disability), as well as any other protected classification required by applicable local, state and federal law.

Additionally, it is and will continue to be THP's policy to make all employment decisions, including but not limited to hiring, promotion, compensation, benefits, training opportunities and layoffs, returns from layoffs, and terminations, in a non-discriminatory fashion.

### SEXUAL HARASSMENT POLICY

THP is committed to providing a work environment for all employees which is free from unlawful sexual harassment. THP does not tolerate any form of sexual harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. THP expressly prohibits all unwelcome physical or verbal conduct of a sexual nature.

If any employee believes that this policy has been violated, he or she has an obligation to report the situation promptly to one or more of the following:

- President; or
- Controller

THP will investigate all reports of violation of this policy and will take appropriate action based upon the results of its investigation. THP prohibits any form of retaliation against employees who report violations or participate in the investigation of such reports. Employees who violate this policy, either by engaging in prohibited conduct, by condoning such conduct, or by failing to report such conduct will be disciplined, up to and including immediate termination.

The investigation will be conducted as confidentially as possible, but information may need to be revealed to conduct an adequate investigation. Generally, THP will consider the wishes of the complainant in resolving the issue, but it reserves the right to take action even if the complainant does not wish the harasser to be punished.

Reference:  
*THP POLICY GUIDE*  
*November 2015*  
*Page 3 of 29*

**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 MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: THP Limited Inc.

Complete Address: 100 E. Eighth Street, Cincinnati OH 45202  
Street City Zip

Contact Name: William M. Judd, II, P.E. Title: Senior Principal

Telephone Number: (513) 241-3222 Fax Number: (513) 241-2981

Email address: bjudd@thpltd.com





**LFUCG MWDBE PARTICIPATION  
FORM Bid/RFP/Quote Reference # 6-2016**

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. VT Design Solutions (Valu-Tech, Inc.) 155 Tri-County Parkway, Suite 230 Cincinnati, OH 45246 (513) 772-1756 al.wofford@cdotech.com	Drafting/Document Development	\$6,000	<b>6.8%</b>
2. Schnell Contractors, Inc. 1343 Tile Factory Lane Louisville, KY 40213 (502) 969-7534 mschnell@schnellcontractors.com	Selective fireproofing removal	\$10,000	<b>11.4%</b>
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.

THP Limited, Inc.  
 \_\_\_\_\_  
 Company  
 March 1, 2016  
 \_\_\_\_\_  
 Date

*Walter M. Judd*  
 \_\_\_\_\_  
 Company Representative  
 Senior Principal  
 \_\_\_\_\_  
 Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/26/2016

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

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

<b>PRODUCER</b> The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	<b>CONTACT NAME:</b> Patricia A. Cholewa <b>PHONE (A/C, No. Ext):</b> 216-839-2800 <b>FAX (A/C, No.):</b> 216-839-2815 <b>E-MAIL ADDRESS:</b> PCholewa@oswaldcompanies.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> THPLI-1 THP Limited, Inc. 100 E. Eighth St. 3rd Floor Cincinnati OH 45202-2133	<b>INSURER A:</b> Travelers Indemnity Co of Amer 25666	
	<b>INSURER B:</b> Travelers P&C Co of America 25674	
	<b>INSURER C:</b> XL Specialty Insurance Co. 37885	
	<b>INSURER D:</b> Charter Oak Fire Insurance Co 25615	
	<b>INSURER E:</b> <b>INSURER F:</b>	

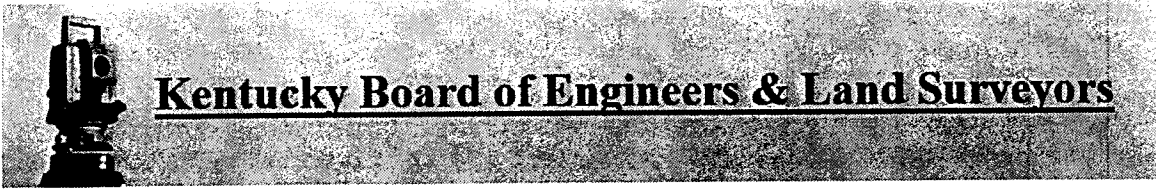
**COVERAGES**      **CERTIFICATE NUMBER:** 2008919807      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> All Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	6803E768252	3/10/2015	3/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> All-Primary	Y	Y	BA3E770235	3/10/2015	3/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB4234T005-KY	3/10/2015	3/10/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> OH Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Professional Liab.</b> Claims-Made Retro Date: 8/16/1964	N	Y	DPR9722495	3/10/2015	3/10/2016	Ea. Claim \$3,000,000 Aggregate \$3,000,000 Pollution & Envir. Liab. Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.  
Lexington-Fayette Urban County Government shall be named as an additional insured.

<b>CERTIFICATE HOLDER</b> Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main St. Lexington KY 40507	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Patricia A. Cholewa</i>



# Kentucky Board of Engineers & Land Surveyors

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## Search for Kentucky Licensees

**Legal Name:** THP Limited, Inc.

**Engineering Permit:** Number: 93  
Status: Current  
Issue Date: 03 16 1993  
Expiration Date: 12 31 2016

**Land Surveying Permit:** Number: 250  
Status: Expired  
Issue Date: 12 06 2000  
Expiration Date: 06 30 2002

**Address of Record:** 100 E. Eighth Street  
Cincinnati, OH 45202  
UNITED STATES

County: HAMILTON

**Responsible Charge(s):**

Responsible Charge(s):

FirstName	LastName	PE	LS	PE Status	LS Status
Select	Edward	Millar	12102	Current	

**Disciplinary Action?:** None.



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## Search for Kentucky Licensees

**Name:** William Judd

**Professional Engineer:** Number: 25099

Status: Current

Issue Date: 01 18 2007

Expiration Date: 06 30 2017

Disciplines: CIV - Civil, STR - Structural

## Professional Land Surveyor:

**Address of Record:** THP Limited  
100 E. Eighth St  
Cincinnati, OH 45202  
UNITED STATES

County: HAMILTON

**Responsible Charge For:**

**Disciplinary Action?:** None.

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# Kentucky Board of Engineers & Land Surveyors

## Search for Kentucky Licensees

**Name:** Anthony Mette

**Professional Engineer:** Number: 27723

Status: Current

Issue Date: 01-13-2011

Expiration Date: 06-30-2016

Disciplines: STR I - Structural I

**Professional Land Surveyor:**

**Address of Record:** 5860 RAVENS RIDGE LN  
CINCINNATI, OH 45247  
UNITED STATES

County: HAMILTON

**Responsible Charge For:**

**Disciplinary Action?:** None.

## Gov. Ctr. Garage Repairs - Initial Project Schedule

<b>Task Name</b>	<b>Dur.</b>	<b>Start</b>	<b>Finish</b>
<b>Pre-Design Phase</b>	<b>44 days</b>	<b>3/7/2016</b>	<b>5/5/2016</b>
A/E Services RFP	13 days	3/7/2016	3/23/2016
A/E Services RFP Advertisement	15 days	3/24/2016	4/13/2016
Proposals Due	0 days	4/13/2016	4/13/2016
Proposal Review, Evaluation & Recommendation	2 days	4/14/2016	4/15/2016
Legistar	1 day	4/18/2016	4/18/2016
Council WS	6 days	4/19/2016	4/26/2016
Council 1st Reading ( Dbl Reading)	2 days	4/27/2016	4/28/2016
Award and NTP	5 days	4/29/2016	5/5/2016
<b>Design Phase</b>	<b>50 days</b>	<b>5/6/2016</b>	<b>7/14/2016</b>
Project Design Kick Off	1 day	5/6/2016	5/6/2016
SD	5 days	5/6/2016	5/12/2016
DD	10 days	5/13/2016	5/26/2016
CD 50%	10 days	5/27/2016	6/9/2016
CD 75%	15 days	6/10/2016	6/30/2016
CD 100%	10 days	7/1/2016	7/14/2016
<b>Pre-Construction Phase</b>	<b>46 days</b>	<b>6/17/2016</b>	<b>8/19/2016</b>
Construction Services Bid Pack Submittal to Purchasing	3 days	7/15/2016	7/19/2016
Advertisement for Construction Services	15 days	7/20/2016	8/9/2016
Pre-Bid Meeting	1 day	6/17/2016	6/17/2016
Bid Review, Evaluation and Recommendation	3 days	8/10/2016	8/12/2016
Council 1st Reading	1 day	8/15/2016	8/15/2016
Council 2nd Reading	1 day	8/16/2016	8/16/2016
Official Award	3 days	8/17/2016	8/19/2016
<b>Construction Phase</b>	<b>89 days</b>	<b>8/22/2016</b>	<b>12/22/2016</b>
Pre-Construction Meeting	3 days	8/22/2016	8/24/2016
Mobilization	5 days	8/25/2016	8/31/2016
Construction	70 days	9/1/2016	12/7/2016
Substantial Completion	0 days	12/7/2016	12/7/2016
Punch List	10 days	12/8/2016	12/21/2016
Final Walkthrough	1 day	12/22/2016	12/22/2016
<b>Project Closed</b>	<b>0 days</b>	<b>12/22/2016</b>	<b>12/22/2016</b>

Exhibit C