

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of May 16, 2019, 2019, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("OWNER") and Resource Recycling Systems (RRS) with offices located in Ann Arbor, Michigan. ("CONSULTANT"). OWNER intends to proceed with the Program Management Services for the Material Recovery Facility (MRF) as described in the attached EXHIBIT A, Scope of Engineering Services and Related Matters, RFP #10-2019 (the "PROJECT"). The CONSULTANT shall perform professional engineering services and deliverables as described in EXHIBIT A which include customary master planning, civil, industrial, electrical, mechanical, structural, programming, waste management engineering services as related to providing the deliverables specific to this agreement—that will assist the OWNER in successfully implementing the PROJECT. The services are hereinafter referred to as the PROJECT. The primary goal of the PROJECT is to provide the OWNER with the technical and administrative support necessary to successfully meet the OWNER'S recycling facility goals and objectives. OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, industrial, structural, mechanical, electrical and waste management engineering services incidental thereto.

#### 1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. EXHIBIT A – Scope of Engineering Services and Related Matters RFP #10-2019 (Including Addendums).
2. EXHIBIT B – Certificate of Insurance and Evidence of Insurability.
3. EXHIBIT C – Proposal of Engineering Services and Related Matters (the CONSULTANT'S response to RFP #10-2019).
4. EXHIBIT D – Further Description of Basic Engineering Services and Related Matters.

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

### 1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #10-2019, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties** necessary to fully complete the deliverables as further described in attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #10-2019, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A or a fully executed Task Order. 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**.
- 1.3.5. 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 submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the 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 it 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 five (5) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## **SECTION 2 - EXTRA WORK BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.
- 2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made 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 provide written approval or disapproval thereof 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 agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). 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 **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, 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. **CONSULTANT** is aware that the **OWNER** is influenced by the changing material recycling market conditions and that delays in services will impact future decision making by the **OWNER**.
- 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 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** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
  - 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** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. 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 attempt to resolve the delay.

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

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

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

**OWNER** shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

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

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

**5.1.2. For Extra Work**

Extra Work shall be paid for by the OWNER on the basis of a fixed fee, the amount of which shall be determined by negotiation. The OWNER shall have the right to negotiate alternate methods of payment for Extra Work if the OWNER determines that the fixed fee basis is not feasible. In the event the OWNER and the CONSULTANT are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (Disputes).

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

**5.3.1.** In the event the Agreement is terminated by the OWNER without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is to the total amount of work provided for herein, as determined by mutual agreement between the OWNER and the CONSULTANT.

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

**6.1.2.** The OWNER may terminate this Agreement for cause upon seven (7) business days written advance notice to the CONSULTANT. The OWNER reserves the

right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the CONSULTANT.

**6.2. Ownership and Reuse of Documents**

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

**6.3. Legal Responsibilities and Legal Relations**

**6.3.1.** The CONSULTANT shall familiarize itself 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 applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall 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 its partners, successors, assigns and legal representatives to this Agreement. CONSULTANT shall not assign any interest in this Agreement without prior written consent of OWNER. OWNER'S consent shall not relieve the CONSULTANT of any responsibility for compliance with the provisions of this Agreement.

**6.4.2.** In no event shall the CONSULTANT subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

**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 Environmental Quality, 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**

**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. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **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 **OWNER**, **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 **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 without prior approval of the **OWNER** unless otherwise required by law

**6.8. Access to Records**

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

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

**6.9.1. DEFINITIONS**

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

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

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

#### **6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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



- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

**6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT**

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to Kentucky Revised Statutes (KRS) and/or Kentucky Administrative Regulations (KAR) or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

**6.9.4. FINANCIAL RESPONSIBILITY**

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

**6.9.5. INSURANCE REQUIREMENTS**

**6.9.5.1. Required Insurance Coverage**

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

Coverage

Limits

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating

classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

**6.9.5.2. Renewals**

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

**6.9.5.3. Right to Review, Audit and Inspect**

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

**6.9.6. 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 **OWNER**.

**6.9.7. DEFINITION OF DEFAULT**

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

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 7.2. 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 Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.



**EXHIBIT A**

**Scope of Engineering**

**Services and Related Matters** *Colombia*

**RFP #10-2019**

MELANIE RENE HERRON  
Notary Public - State of Michigan  
County of Washtenaw  
My Commission Expires Mar 1, 2023  
A Notary in the County of



**EXHIBIT A**

# **Lexington-Fayette Urban County Government**

## **Request for Proposals**

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #10-2019 Program Management Services for Material Recovery Facility (MRF)** 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 19, 2019**.

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 #10-2019 Program Management Services for Material Recovery Facility (MRF)** If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

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

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

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

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

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



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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities.-- Information required

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

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

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

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law, as to the appropriate remedy.

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

#### **SELECTION CRITERIA:**

1. Estimated Cost of Services. 25 points
2. Specialized experienced and technical competence of the person or firm with the type of service required. 25 points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 10 points
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 points
5. Familiarity with the details of the project. 15 points
6. Degree of local employment to be provided by the person or firm. 15 points

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

## 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 \_\_\_\_\_, 20\_\_.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

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

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

\_\_\_\_\_



**WORKFORCE ANALYSIS FORM**

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

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

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, 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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

**B. PROCEDURES**

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

**C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled 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, managed and controlled by one or more women.

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

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

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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 or delay in contract award.**

#### 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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran 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 and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

**Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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

***Certified Minority Business Enterprise (MBE)** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

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

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

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

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



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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<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:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<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@nwboe.org">janet@nwboe.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:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

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

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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 and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 and Veteran-Owned 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 and Veteran-Owned businesses 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 and/or Veteran-Owned Businesses of subcontracting opportunities

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

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

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWBDE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

**NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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

\_\_\_\_\_  
Date

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

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



bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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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, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above indemnity provisions and these other risk management provisions.

## INSURANCE REQUIREMENTS

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

### Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Professional Liability	\$1,000,000
Worker's Compensation	Statutory
Employer's Liability	\$100,000

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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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**Program Management Services**  
**Lexington-Fayette Urban County Government**  
**Division of Waste Management**  
**Materials Recovery Facility (MRF)**

**GENERAL INFORMATION**

Since 1992, the Lexington-Fayette Urban County Government (LFUCG) – Division of Waste Management has been operating a Materials Recovery Facility (MRF) that accepts recyclable refuse materials from customers in a multi-county area. Originally built as a dual stream recycling facility, Lexington converted to single stream recycling in 2010 but did not implement process modifications to meet the modified demand. The change to single stream, combined with increased loading, an often reactive preventative maintenance approach and somewhat inconsistent capital replacement strategy has resulted in an overall MRF operation in need of systemic changes.

The Division of Waste Management is seeking a qualified consulting firm capable of providing the Program Management Services necessary to assist the MRF management team to continue its transition from a reactive to proactive culture. The specific services requested in this procurement are:

- Technical assistance for the repair and fabrication of MRF structure access points; and
- Technical assistance in evaluating, selecting and implementing a preventative maintenance software program for the facility; and
- Technical assistance with soliciting, procuring and contracting with contractors capable of providing on-call / on-site rapid response equipment repair services; and
- Technical assistance in procuring and managing third party consulting firms that provide design, bid and construction management services under separate, equipment specific contracts.

**PRIMARY GOALS**

The primary goals of this initiative are:

1. Improve the overall maintenance functions within the facility to maximize equipment lifecycles / reduce “preventable” production downtime.
2. Develop a more strategic approach in establishing and implementing capital improvement priorities.

All questions and inquiries related to this Request for Proposals / Scope of Services must be directed to the Division of Central Purchasing. **Failure to follow this provision may result in disqualification of the proposer.**



## SCOPE OF SERVICES

LFUCG is accepting proposals from consulting firms interested in providing a broad level of technical assistance to LFUCG's Division of Waste Management in the operation and maintenance of the Materials Recovery Facility (MRF) located at 360 Thompson Road, Lexington Kentucky.

### 1. General Project Description

The selected consultant shall perform professional services as hereinafter stated which include technical writing, reporting, architectural, civil, mechanical and electrical engineering; and managerial support for the expressed purpose on improving the overall operational efficiency of the MRF. MRF management desires a more consistent and proactive Operations & Maintenance program to reinforce the long term viability of the capital program. The successful proposer will be awarded a 365-day contract for work associated with implementation of the applicable components of this scope of work. No more than two (2) automatic annual renewals of this contract will be issued.

### 2. Base Scope of Services

#### A. **TASK 1** - Developing specifications and assisting staff in the procurement of a contractor to replace portions of the building's metal façade.

- 1) Interested consultants will need to visit the facility to gain an understanding of the project area located between production and the tipping floor so that they can prepare / submit an estimated cost for services associated with this task. A generalize schematic of the façade is provided in Exhibit A.
- 2) In the tipping floor / production transition area, ten (10) metal panels have been removed for various reasons. Waste Management would like to address this issue as follows:
  - a. Replace five (5) panels with materials similar to the existing metal façade.
  - b. Fill three (3) panel slots with sliding doors fabricated to allow access when needed. The consultant will be responsible for developing the drawings and specifications necessary for a contractor to bid on the fabrication and installation of the three sliding doors.
  - c. Fill two (2) panel slots with Plexiglas or equal so that tour groups can view the operation from the touring catwalk area. The consultant will be responsible for developing the drawings and specifications necessary for a contractor to bid on the fabrication and installation of these two viewing areas.
  - d. Conduct three design meetings with the Waste Management Project Manager and plant staff.
    - i. Meeting 1 – kick off and scoping meeting
    - ii. Meeting 2 – review of 60% plans and specifications
    - iii. Meeting 3 – final review for authorization to bid
- 3) Prepare the drawing and specifications in a format that can be advertised for competitive bidding by Lexington's Division of Central Purchasing. Additional bid phase tasks will include:

- a. Assist Central Purchasing with all aspects of the bid advertisement phase including:
    - i. Distributing Plans, Specifications and Contract Documents.
    - ii. Leading and coordinating the non-mandatory pre-bid meeting, developing a written agenda and meeting summary suitable for public distribution by Central Purchasing.
    - iii. Issue addendum as necessary.
  - b. Review all submitted bids for completeness and accuracy. Issue a written bid recommendation to the Division of Waste Management.
  - c. At the direction of Waste Management, coordinate with the Contractor to obtain all Bonds, executed Contract Documents and pre-award project schedules required by the Contract Documents. Assist Waste Management, as directed, executing a valid contract between the Contractor and Urban County Government.
- 4) Direct the Construction Administration phase of the project including:
- a. Prepare two (2) 24-inch by 36-inch sets of plans and two (2) 8.5-inch by 11-inch contract document books for distribution to the Contractor. All plans and Contract Documents should be stamped as “For Construction”.
  - b. Prepare two (2) 24-inch by 36-inch set of plans, one (1) 11-inch by 17-inch sets of plans and one (1) set of contract documents / specifications stamped as “For Construction” for distribution to the Waste Management Project Manager.
  - c. Prepare and distribute one (1) pdf copy of the “For Construction” plans and Contract Documents to the Waste Management Project Manager.
  - d. Attend a maximum of three (3) monthly progress meetings, preparing meeting agendas and minutes as directed by the LFUCG Construction Manager. The selected consultant should allocate a maximum of 10 (ten) man-hours per month for all monthly progress meetings.
  - e. Review and approve shop drawings.
  - f. Advise the Waste Management Project Manager regarding requested field order changes and change orders.
- B. **TASK 2 - Evaluating, selecting and implementing a preventative maintenance software program at the MRF.**
- 1) Lead division staff in the evaluation of Preventive Maintenance (PM) software programs already in use and supported by other LFUCG divisions. The purpose of this task is to determine if those other programs can be implemented at the MRF, thus reducing total task costs while fully utilizing internal technical support that already exists within the government.
  - 2) In the event that existing PM software programs are inadequate for use at the MRF, prepare a written scope of services so that LFUCG can solicit written proposals from qualified PM software packages vendors.
  - 3) Assist the division, as directed via separate task order, in the evaluation, procurement and implementation of the selected PM software.

- 4) Coordinate the implementation phase of the PM software task by populating the new software with each piece of equipment along with its manufacturer specified PM tasks / frequencies. Complete coordination services by facilitating training for MRF management and maintenance personnel.
- 5) Develop and implement quality control metrics/reports for use by department management to ensure full implementation of the software.

C. **TASK 3 - Identification and Procurement of On-Call / Rapid Response Mechanical Contractors and/or Equipment Suppliers**

- 1) With direct input from MRF maintenance staff, develop a fundamental understanding of the materials processing system and associated equipment. LFUCG estimates that no more than 160 man-hours should be necessary to gain a fundamental understanding of the process and the equipment used in the process. The purpose of this subtask is for the consultant to gain a sufficient understanding of the equipment and the associated failure histories so that contractor procurement documents can be drafted. The consultant should also gain a clear understanding of how repair and maintenance vendors are currently utilized to determine if modified scopes, schedules or approach can be specified to achieve **Primary Goal #1**.
- 2) Draft descriptive written scopes of service documents for the proactive preventative maintenance, emergency maintenance and rapid response services for any motors, conveyors, sorters, bailers, etc. which are components of the overall MFR processing train. The written scopes must be submitted electronically in Microsoft Word format so that can be merged with LFUCG standard front end and contract language.
- 3) Assist division staff in the selection of qualified contractors / vendors capable of providing some or all of the requested services.
- 4) As directed, assist the Division of Waste Management in effectively implementing proactive equipment maintenance and/or rehabilitation strategies. Assist the division in utilization of the PM software system to begin tracking life-cycle data on equipment ... with a long-term strategy geared toward accomplishing **Primary Goal #1**.

3. **To Be Determined TASKS - Additional Services (as determined by the Division of Waste Management)**

A. **Management of Third Party Consultants in the design, bidding and construction management of larger capital improvement projects.**

- 1) Assist the division with drafting written scopes of work for the selection of consultants to design, bid and managed specific capital improvement projects such as expanding the primary electrical service, increasing baler capacity and other facility / process upgrades.
- 2) Provide technical oversight and review of work products submitted by 3<sup>rd</sup> party consultants hired by LFUCG to implement capital improvement projects at the MRF.

- 3) Assist MRF management in establishing capital improvement priorities. Assist the division in utilization of the PM software system to begin tracking life-cycle data for the development of mid to long range capital improvement plans / schedules.
- B. Provide required technical assistance and programmatic oversight, as directed, which is essential for the continued, economically viable operation of the MRF.

Due to the uncertainty of LFUCG's needs with implementation of a Materials Recovery Facility (MRF) Program Services contract, all work associated with this RFQ will be assigned via written Task Order. The selected consultant will be issued a Base Scope of Services Task Order that will include a fee estimate for those services. Additional work, as needed, will be approved by separate Task Order. Written approval from the Director, Division of Waste Management (or their designee) must be received prior to initiating work associated with a Task Order. Approved Task Orders will specify the Waste Management Project Manager that will act as the primary LFUCG contact for completing the Task Orders. Under no circumstances should changes in Task Order scope or estimated fee occur without prior, written approval from the director (or their designee). A copy of Task Order format is provided as Exhibit B of this solicitation

4. Monthly Meetings

The selected consult should allocate a maximum of 10 (ten) man-hours per month for attending Task Order status meetings. The topics of these meetings will be varied but is intended as a means to define or clarify deliverables associated with the issued Scope of Services Task Orders. The consultant can be represented by a maximum of two employees at these meetings unless otherwise approved by the Project Manager. Other meetings, as necessary or additional consultant representation/participation will be addressed via specific Task Orders.

5. Schedule and Completion

The proposed timeline for this project is outlined in the following schedule. This timeline may be adjusted. The Division of Waste Management shall arrange the exact time and location of meetings.

Meeting to Negotiate Contract	March 2019
Award of Contract	April 11, 2019
Approval of Task Order 1	April 15, 2019

6. Basis of Selection for This Contract

Due to the uncertainty of LFUCG's needs with implementation of a Materials Recovery Facility (MRF) Program Services contract, all work associated with this RFQ will be assigned via future written Task Orders. In order to best evaluate the hourly rates associated with future Task Orders, LFUCG is requesting that responding proposers submit a total fee estimate for **Task 1** described above. The fee estimate for **Task 1** should clearly demonstrate the job classification for each person(s) working on the completion of the task, the hourly rate of those persons and the estimated hours needed for each person to fulfill their subtasks. Inclusion of this information in spreadsheet form with totals for hours and costs on the bottom row of the spreadsheet is recommended.

7. Method of Billing, Invoice and Payment

In the hourly rates section of the proposal, hourly rates should be listed by position and name; furthermore, every possible position that could be billed to this project should be listed. LFUCG must be notified, in writing, of any staff changes that occur during the completion of an issued Task Order. Hourly rates applied to a Task Order cannot exceed the rates posted in the proposal. In addition, hourly rates are inclusive; therefore, no incidental expenses (travel, lodging, meals, etc.) will be considered. Finally, no multiplier will be allowed, bill by hourly rate only.

Hourly rates cannot be adjusted during the duration of the contract, including the two optional annual renewal periods.

The selected consultant may submit monthly invoices for basic services or work rendered, based upon the selected consultant's estimate of the portion of the specific Task Order actually completed during the billing cycle. Each invoice shall be accompanied by a breakdown of hours attributed to each sub-task for both the billing cycle and the cumulative project period. The LFUCG Project Manager assigned to any specific Task Order shall respond to the invoice within thirty days, either denying or approving payment. Specific project time sheets and other payroll information may be subject to reviews and audits by the Lexington-Fayette Urban County Government.

8. Selection Criteria:

- A. Estimated Cost of Services. 25 points
- B. Specialized experienced and technical competence of the person or firm with the type of service required. 25 points
- C. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 10 points
- D. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 points
- E. Familiarity with the details of the project. 15 points
- F. Degree of local employment to be provided by the person or firm. 15 points

9. Miscellaneous

- A. Proposers responding to this Scope of Services should specifically identify the persons / job titles that will be working on Base Task 2 and will be attending the monthly meetings.
- B. Any plans, specifications and accompanying documents developed as part of this scope or associated, future Task Orders are subject to review by LFUCG's Division of Waste

Management. The selected vendor shall be responsible for incorporating the comments and requirements of the division into all documents.

- C. Any plans, specifications, reports and accompanying documents shall be submitted to LFUCG in their original, electronic format, and shall become the property of LFUCG.
- D. Any data collection shall be compatible with existing Geographic Information System parameters used by LFUCG. Access Data Base formats will be provided.

TASK 1  
 EXHIBIT 1  
 PROGRAM MANAGEMENT SERVICES - MRF

BUILDING PANEL REPLACEMENT

Leave open - later treatment to maintain viewing area.	ok - Existing metal in place	ok - Existing metal in place	Winter - Replace with metal	Leave open - later treatment to maintain viewing area.	ok - Existing metal in place	ok - Existing metal in place
Leave open - future access door?	Winter - Replace with metal	Winter - Replace with metal	Leave open - future access door?	Leave open - future access door?	Winter - Replace with metal	Winter - Replace with metal
C9-C8 SUPPORT STRUTURE #'s	C8-C7 SUPPORT STRUTURE #'s	C7-C6 SUPPORT STRUTURE #'s	C6-C5 SUPPORT STRUTURE #'s	C5-C4 SUPPORT STRUTURE #'s	unmarked behind drum feeder	unmarked behind drum feeder

**ATTACHMENT B  
MRF TECHNICAL SERVICE – TASK ORDER FORM**

**LFUCG TASK ORDER NO. \_\_\_\_\_  
UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**

<b>CONSULTANT</b>	<b>OWNER</b>
	Lexington Fayette Urban County Government
Street Address _____	200 East Main Street _____
City, State, Zip _____	Lexington, KY 40507 _____
Contact Person _____	BLANK _____
Telephone _____	BLANK _____
Fax _____	BLANK _____
E-Mail _____	BLANK@lexingtonky.gov _____
Task Order Date: _____	
Task Name: _____	
Task ID: _____	

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ADDITIONAL PROVISIONS**

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

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



**EXHIBIT B**  
**Certificate of Insurance**  
**and**  
**Evidence of Insurability**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
4/25/2019

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

<b>PRODUCER</b> <b>FINN'S INSURANCE</b> 483 Little Lake Drive Ann Arbor, MI 48103		<b>CONTACT NAME:</b> PHONE (734) 668-4050 FAX (734) 668-1860 EMAIL: robert@finnsins.com ADDRESS:	
<b>INSURED</b> <b>RESOURCE RECYCLING SYSTEMS INC</b> 416 LONGSHORE DR ANN ARBOR, MI 48105		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>CHUBB</b> INSURER B: <b>ACCIDENT FUND</b> INSURER C: <b>TRAVELERS</b> INSURER D: INSURER E: INSURER F:	


COVERAGES      CERTIFICATE NUMBER:      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.

INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D94678067	12/18/18	12/18/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per Occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(18) 7360-69-67	12/15/18	12/15/19	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			D94678079	12/18/18	12/18/19	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 6113137	06/11/18	06/11/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER KY E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			106110790	06/01/18	06/01/19	\$2,000,000 / \$3,000,000 OCCURRENCE / AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ADDITIONAL INSURED FOR GENERAL LIABILITY ONLY, EXCLUDING PRODUCTS AND COMPLETED OPERATIONS,  
 (FORM BP 04 51) IF REQUIRED BY WRITTEN CONTRACT:

LEXINGTON FAYETTER URBAN COUNTY GOVERNMENT 360 THOMPSON RD LEXINGTON, KY 40508

<b>CERTIFICATE HOLDER</b> LEXINGTON FAYETTER URBAN COUNTY GOVERNMENT 360 THOMPSON RD LEXINGTON, KY 40508	<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.  AUTHORIZED REPRESENTATIVE 
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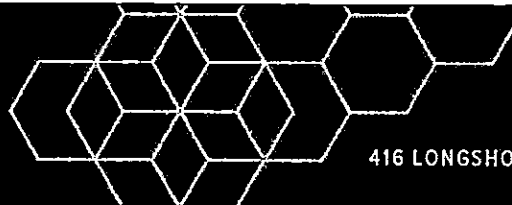
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**EXHIBIT C**

**Proposal of Engineering Services**

**and**

**Related Matters**



recycle.com

416 LONGSHORE DRIVE, ANN ARBOR, MI 48105

3.19.2019

**TODD SLATIN – PURCHASING DIRECTOR**

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

**Exhibit C**

Dear Mr. Slatin,

Resource Recycling Systems is pleased to present this response to RFP #10-2019 Program Management Services for Material Recovery Facility.

RRS draws on decades of experience in the actual business of running MRFs; this foundation is why we can speak with authority on the details of development, operating costs, optimization, maintenance planning, capital renewal and replacement, revenue tracking, revenue sharing and business risk/risk allocation for both the facility operator and the facility owner. RRS has conducted over 150 MRF procurements and over 30 MRF design/build projects in the last three decades. We understand the nuances of the changing waste and recycling streams, the cycles of the commodity value of the "market basket" of recyclables, and the future outlook for sustainable facility operations.

RRS' expertise is not limited to the design procurement and maintenance of MRFs. Our staff include experts who have implemented and administered comprehensive recycling, organics management, and waste reduction programs. We are leaders in understanding how the waste stream composition and characteristics are changing over time. We recognize that many of the challenges at the MRF are created by what residents put out at the curb. We would like to assist Lexington in improving recycling from one end to the other.

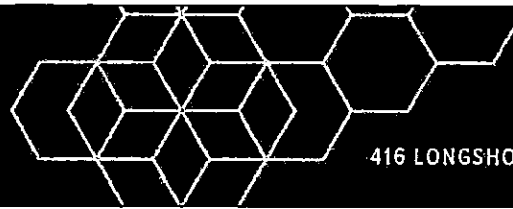
This proposal shall remain valid for a period of not less than 120 days from the date of submittal. The signature on this Cover Letter hereby provides Lexington-Fayette Urban County Government acknowledgment and acceptance of the RFP's Terms and Conditions and the execution of same during the discharge of any succeeding contract.

RRS has assembled an expert team including Lexington-based Paladin Engineering to develop a scope of work to provide dedicated program management services that we believe will be responsive to the needs and vision for Lexington-Fayette Urban County Government. We are available to discuss this proposal further at your earliest convenience. All communication regarding this work scope should be directed to our Project Manager, Kerry Sandford:

Kerry Sandford, Senior Consultant  
416 Longshore Drive , Ann Arbor, MI 48105  
734.996.1361 ext. 250  
ksandford@recycle.com

Sincerely,

Brianne Haven  
Vice President, Operations



## QUALIFICATIONS/EXPERIENCE

RRS understands the broad range of responsibilities and priorities local government solid waste departments have in providing efficient and effective service to its citizens. To effectively deliver these services, we believe strong recovery programs need to incorporate the following best management practices: robust local infrastructure for collection, technologically advanced material recovery facilities (MRFs), diversified and resilient end markets, public and private partnerships between the public sector entities and private haulers, processors and markets, supportive policy, and dynamic and engaging education and outreach.

RRS has provided over 30 years of technical and best management practice support to local governments as they design, implement, evaluate and optimize their systems, programs and equipment. We have developed existing system profiles, routing efficiency models, volume projections, and models for hub and spoke collection systems. We have also evaluated waste and recycling set out rates in communities to understand how citizens are using the current services to find improvements in waste diversion through efficient collection systems. We have also profiled collection systems and evaluated best management practices to decrease operational costs while improving program performance.

Overall, RRS staff have provided a variety of services to over 500 MRFs around North America including 150+ MRF procurements and 30+ MRF design build projects focusing on expanding capacity (materials and volume), best practices, contracting, automation and equipment in the following locations and organizations: Ann Arbor (MI), Southeast Oakland County Resource Recovery Authority (MI), Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC) (MI), Kent County Department of Public Works (MI), Emmet County Department of Public Works (MI), Milwaukee/Waukesha County (WI), Kent County (MI) Minneapolis (MN), Toledo/Lucas County (OH), Eureka Recycling/St. Paul, (MN), Cincinnati, (OH), Carton Council MRF Equipment Grant Program Management (National), Isabella County/Mt. Pleasant, (MI) Western Washtenaw Recycling Authority MRF, Muskegon County/White Lake Landco (now Republic) MRF, Delta County Department of Public Works MRF, and Saginaw ReCommunity MRF under contract with the Mid-Michigan Waste Authority (MI), Winnebago County MRF (WI), Portage County MRF (OH), Athens County/Ohio University MRF (OH) and many more partnerships with trade associations and private sector clients. Some project highlights are listed below.

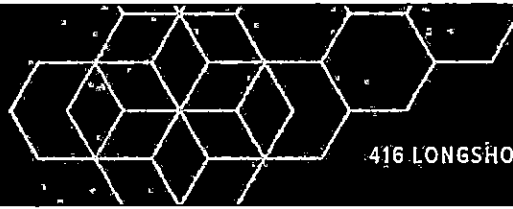
### city of milwaukee, wisconsin and waukesha county, wisconsin

#### MATERIALS RECOVERY FACILITY PROCUREMENT

**CONTACT:** Rick Meyers | Manager | [rmeyer@milwaukee.gov](mailto:rmeyer@milwaukee.gov) | 414.286.2334

RRS assisted the City of Milwaukee, Wisconsin and Waukesha County, Wisconsin in preparing for the joint procurement of a single stream materials recovery facility and single stream transfer services to replace the facilities previously operated by the two units of government. RRS managed the entire procurement process, proposal evaluation, vendor interviews and facilitation of all selection committee meetings and documents. Our project approach was divided into the following three task groups:

- Program Implementation Process and Schedule
- Single Stream Processing RFP Preparation, Technical and Administrative Support
- MRF Equipment Installation Oversight



RRS developed the Request for Proposal (RFP) for a 35 ton per hour (TPH) single stream materials recovery facility for a jointly owned and operated facility by the two municipal partners. This included all project background, technical criteria, cost proposal criteria, contractual obligations, financial assurance and guarantees, evaluation criteria and process, and all of the required forms and documents. The RFP included three different technical options and three cost proposal options. RRS developed a 20-year project pro forma for each technical and cost proposal that included separate analyses for the City of Milwaukee and Waukesha County.

The project resulted in the selection of a vendor that proposed a state-of-the-art facility.

## resource recovery and recycling authority of southwest oakland county

**REGIONAL WASTE AND RECYCLING SERVICES ASSESSMENT OF NEED AND OPPORTUNITIES; MRF SERVICES CONTRACT RENEWAL/REBIDDING; PUBLIC/PRIVATE PARTNERSHIP RENEWAL**  
CONTACT: Mike Csapo, General Manager, 248.208.2270, [mcsapo@RRRASOC.org](mailto:mcsapo@RRRASOC.org)

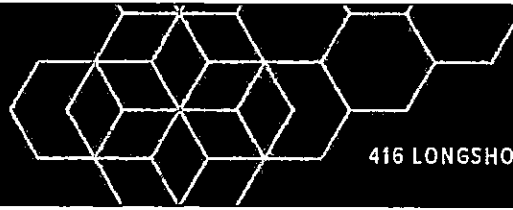
RRS assisted this solid waste authority (8 member units, 250,000 people, \$100 million in solid waste and recycling) for over three years in the procurement of over \$100 million in solid waste and recycling services. The step follows the expected expiration of a 15-year operating agreement with Waste Management that RRS assisted RRRASOC in establishing in 1992. This process included the selection of a vendor to take over its 15-year-old dual-stream MRF and upgrade it to single-stream capability. Proposals were taken from the following vendors: FCR (now ReCommunity), Waste Management Recycle America (WMRA), Veolia, Great Lakes Recycling and a neighboring solid waste authority proposing an intergovernmental partnership. RRS's "Market Informed Decision Making" and master planning tools were used to evaluate whether to convert the RRRASOC's MRF from dual to single-stream, or to transfer recyclables to more distant larger MRFs.

The winning vendor, FCR, now ReCommunity, was selected; since this time, Republic purchased that company and now manages the facility. RRS assisted in securing additional single-stream tonnage for the project through other area clients and in recruiting additional recovery enterprises into the industrial area with the MRF as a cornerstone in an expanded Eco-Industrial Park.

## southeastern oakland county resource recovery authority (socrra)

### **SINGLE STREAM MRF CONVERSION AND PROCUREMENT**

SOCRRA is a municipal corporation founded in the early 1950s consisting of 12 member municipalities in Michigan serving a total population of approximately 283,000. Member cities include Berkley, Beverly Hills, Birmingham, Clawson, Ferndale, Hazel Park, Huntington Woods, Lathrup Village, Oak Park, Pleasant Ridge, Royal Oak, and Troy. This project developed a design for the conversion of SOCRRA's existing dual stream materials recovery facility (MRF) to single stream operation and a detailed package used by the SOCRRA Board to decide how the MRF conversion will be funded. The goal of SOCRRA was to build a single stream facility which would enable the 100,000 households in the 12 SOCRRA communities the ability to conduct single stream recycling during a 20-year life span. The focus of the project was to develop, facilitate, review and evaluate the rebuild options at the SOCRRA MRF site.

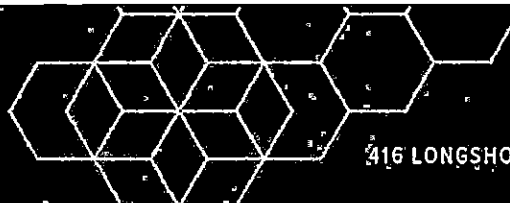


- **Technical and Market Evaluation of MRF Rebuild** – RRS developed the technical requirements for a new processing system at the existing facility. This included an evaluation of technical and marketplace risks as well as constraints that could affect this approach over a 20-year time-frame.
- **Multi-Year Financial Model for Decision Analysis** – RRS developed a financial modeling tool for evaluating the financial aspects of vendor proposals. This tool is a forward looking initiative with a 10 year minimum and vendor financial submittals can be quickly interpreted.
- **Development of RFP for 3 options; Design/Build, Design/Build/Operate and Single-Stream Transfer** – RRS developed a program implementation process and RFP that resulted in a construction ready package for the rebuild of the SOCRRA MRF.
- **RFP Technical and Administrative Support** – RRS provided support during the RFP administrative and evaluation process including attendance at pre-proposal meetings, answers to oral questions at the pre-proposal meeting, written responses to both oral and written questions submitted as part of the pre-proposal process and technical procurement support to SOCRRA staff.
- **Development of Recommendations to SOCRRA Board** – The SOCRRA/RRS team used the results of the RFP process and budget impacts to prepare a recommendation for review by the SOCRRA Board.
- **Construction Oversight** – Once a vendor was selected, RRS provided professional consulting services to oversee the efficient construction of the MRF building and equipment improvements and measured operations for the purpose of assuring SOCRRA and the Project Team that the building and its operators are capable of achieving the contractually defined objectives.
- **Communications Support** - After 50 years of individual members managing their own collection of solid waste and recycling, the regional authority worked with its members to develop long-term contracts for services as a group, realizing a 17% savings in contract costs. With over 300,000 residents impacted by service changes such as set-out requirements and collection day changes, communicating the transition from old services to new was imperative. Through a comprehensive communications strategy developed by RRS, the client was able to develop new information pieces and increase its presence in the media through press releases and advertisements to ensure the transition of services was accurately communicated. In addition to the general public communications plan, RRS also assisted the client with development of training sessions for member community staff who interact with the public. As the front lines with residents, preparing staff with correct information and resources was essential to a smooth transition.

## emmet county, michigan

### MATERIAL RECOVERY FACILITY EXPANSION

RRS has a long history of partnering with Emmet County as they have developed a system of drop-off collection sites, curbside recycling programs and a Material Recovery Facility (MRF)/transfer station. Located at the "tip of the mitt" within the Lower Michigan peninsula, Emmet County is a small quaint community graced with amazing sand dunes overlooking beautiful Lake Michigan. It has long been considered home for the 34,000 residents that live there year 'round, but also a favorite resort and vacation location for tens of thousands of visitors each year. The County, which has been celebrated on several top "small towns," "best place to retire" and "golf resort" lists, is also celebrating over 20 years of effective rural and resort recycling. As the County's population has grown and recycling efforts have increased, the MRF needed updates to handle the future program growth and increased



recycling volumes. One goal of the process was to facilitate the new site expansions into their existing operation. RRS has worked with the County to plan and design the new equipment system, define the building footprint and oversee the refurbishing and installation of used equipment into the new site. The new system will provide two-stream processing with several enhancements over the original MRF equipment installation.

The upgraded facility, which came online in the summer of 2010, was modified to facilitate the processing of plastic film, plant plastics, mixed rigid plastics, mixed #1-#7 plastics, marine shrink-wrap and numerous other "hard to recycle" materials. The facility also has the capability for the secondary sorting and baling of mixed #1-#7 plastics depending on commodity market and other market conditions. Over our long tenure with the County, our team has assisted in the following efforts:

- Expand the list of materials to be processed at the MRF.
- Design facility to receive and process a two-stream commingled set of materials (but leave ability to upgrade to a single-stream facility).
- Expand tipping areas for mixed bottles and cans, mixed paper and corrugated cardboard.
- Throughput material assessment from surrounding areas.
- Loss of production analysis and temporary processing equipment layouts as facility was upgraded.

RRS has also helped Emmet County build and expand organics management capabilities.

#### **RECYCLING PRODUCTIVITY DATABASE**

RRS worked with Emmet County Recycling to create, maintain, and update a productivity database. The database helps the county to produce monthly and annual tables. RRS provided technical support by updating the existing software to FileMaker Pro to both make current productivity reports available and to allow easier, remote updates and assistance as well as room for added features in the future. These features allowed MRF staff to easily enter granular data daily such as labor allocation and costs, bales and tons produced per day, per hour, per employee, per shift, and per material, as well as down-time for maintenance or repairs, then allowing report generation and analysis by staff on a daily, weekly, monthly and annual basis to improve efficiencies, cost controls, staff allocation, increase productivity and reduce downtime.

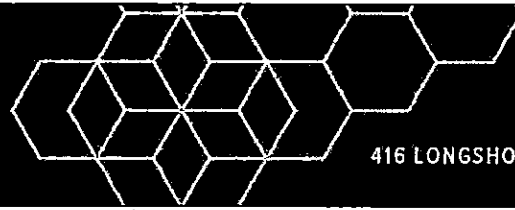
RRS also assisted Emmet County in the procurement and implementation of a computer based asset management system that integrates computer maintenance management system (CMMS) functions.

#### **MRF IMPROVEMENTS AND TRANSFER STATION FLOW OPTIONS**

The Emmet County solid waste Transfer Station is a central place to take garbage to be loaded into semis for the trip to the landfill and was experiencing traffic and site congestion. RRS was hired to develop best options for improving Transfer Station traffic flow, eliminating traffic backup onto Pleasantview Road while improving traffic and material flow efficiencies on-site. RRS based this work on previous RRS traffic flow planning work at the Transfer Station and updated site drawings.

RRS also developed a design to improve the operation of the MRF container sort line. This work focused on the upgrade needs and options described in the 2015 MRF-TS Bi-Annual Equipment Status and Efficiency Assessment and in a RRS memo (Emmet County Long-Term Improvement Options) dated February 5, 2016. The goal of this work was to provide an optimized and cost-conscious upgrade design that provided the MRF with significant





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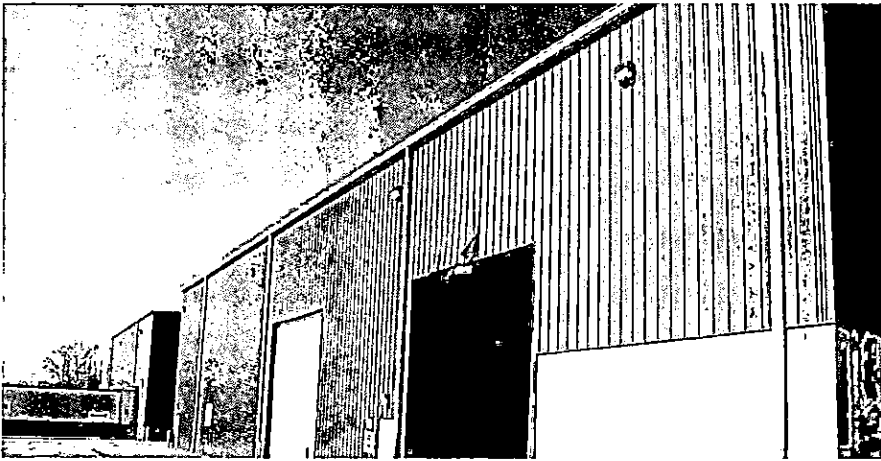
416 LONGSHORE DRIVE, ANN ARBOR, MI 48105

improvements in processing efficiency and throughput capability on the container line while improving worker ergonomics and material sorting options.

RRS is currently designing a MRF Upgrade for the mixed container sort line, which will include cutting edge robotics sortation technology to improve through-put, increase flexibility for current and future sorts in response to market changes and container packaging designs, and provide Emmet County with a better ability to weather the labor shortages and peak demand cycles of the tourist season in their community.

# MATERIALS RECYCLING CENTER

MEP DESIGN



## PROJECT DETAILS

Owner: Lexington Fayette Urban  
County Government

Location: Lexington, KY

Size: 9,000 S.F.

Cost: \$2,000,000

## OWNER CONTACT

Gary Gardner  
Lexington Fayette Urban County  
Government  
250 East Main Street  
Lexington, KY 40507  
(859) 425-2834

Lexington Fayette and Urban County Government hired Paladin to provide mechanical and electrical engineering design services for the 9,000 sq. ft. expansion and improvements to the existing municipal recycling center (MRF). The project included the addition of a tension fabric structure as a temporary means to meet increased capacity. The project also added new process sorting and baling equipment including optical sorters, magnetic sorters, and additional conveyors.

Paladin's scope included engineering specifications and design drawings for electrical and mechanical systems required to support the expansion. The tension fabric structure addition is a temporary solution to expand capacity of the facility's tipping floor and new process equipment. Paladin's services also included increasing the electrical main service and distribution design for equipment as well as improvements such as automatic garage door openers, dock levelers, and new energy efficient lighting.

# LEXTRAN HEADQUARTERS COMPLEX

WHOLE BUILDING COMMISSIONING



## PROJECT DETAILS

Owner: Lextran

Location: Lexington, KY

Size: 56,400 S.F.

Cost: \$20,000,000

## OWNER CONTACT

Mr. Scott Rhodes  
Lextran Program Manager  
URS Corporation  
1375 Euclid Avenue, Suite 600  
Cleveland, OH 44115-1808  
(216) 622-2400

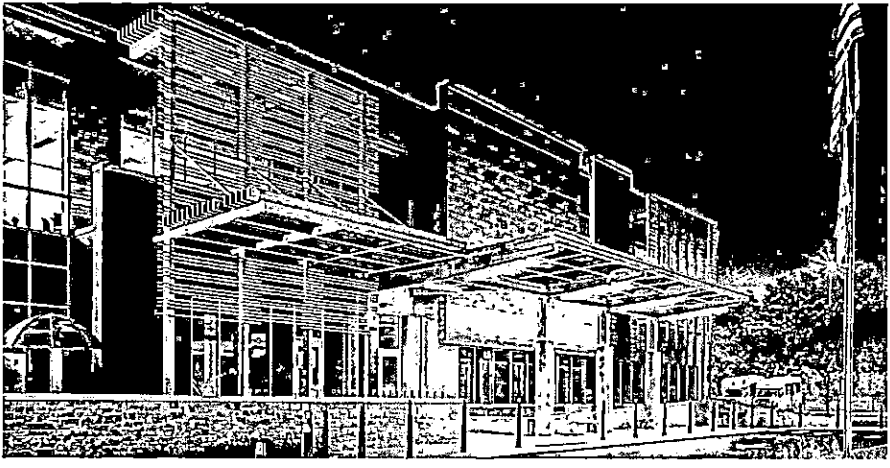
Paladin provided Design through Warranty Phase Commissioning for the Administration Building on the new Lextran Complex. The Transit Authority of Lexington-Fayette Urban County Government ("Lextran") is Lexington's public transportation facilitator, providing service to residents and visitors of Lexington-Fayette County. The approximately \$20,000,000 Complex was funded through local and federal funds and grants.

The Complex includes a 24,000 square foot Administration Building which includes office, dispatch, public gathering/reception, and conference spaces. The approximately 27,000 square foot Maintenance Building includes 7 high bay garages, training, and administrative facilities. Finally, the 5,400 square foot Fuel/Wash Building is an open structure with a fueling lane and washing lane.

Commissioned systems include fire suppression, plumbing, mechanical, electrical, and electronic safety and security. Paladin also performed building envelope air pressure testing.

# SENIOR CITIZEN'S CENTER

## COMMISSIONING



## PROJECT DETAILS

Owner: Lexington-Fayette Urban  
County Government

Location: Lexington, KY

Size: 33,000 S.F.

Cost: \$13,000,000

## OWNER CONTACT

Ms. Joyce Thomas  
200 E Main St., 4th Floor  
Lexington, KY 40507  
(859) 258-3054

The Lexington Fayette Urban County Government's Senior Citizens Center is a 33,000 sq. ft. new construction facility. The new Center allows the city's senior programming to double in capacity. The center was also designed to meet the growth of the city's senior population. The facility contains a group exercise room, pickle ball courts outside, exterior and interior walking tracks and a separate exercise room with treadmills and other fitness equipment. The new center also boasts meeting rooms, a cafe and a fully-equipped kitchen.

Paladin was hired to provide Fundamental Commissioning for the HVAC, electrical, and plumbing systems. The project is certified LEED Gold under LEED-2009.

During Construction, Paladin performed submittal reviews and construction checklist verification to ensure that installed equipment matched the design and owner's project requirements. Significant findings included voids in the curtain wall, controls programming that did not match the design sequence, and limited or impeded access to above ceiling heat pumps.

# KCTCS SERVICE CONTRACTOR SUPPORT

PROGRAM MANAGEMENT



## PROJECT DETAILS

Owner: Kentucky Community & Technical College

Location: Kentucky

Size: 8,000,000 S.F. of inventory

## OWNER CONTACT

Ken Marks  
KCTCS  
300 North Main Street  
Versailles, KY 40383  
(859) 256-3594

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Kentucky Community and Technical College System makes available to the sixteen colleges in the system two outsourced contractors: Service Contractor and Building Automation System Contractor. Each college has an option to engage the contractors as their staffing and their budgets dictate. The selection and evaluation of those contractors is made by the KCTCS Systems Office.

In support of the solicitation and selection of outsourced contractors, Paladin prepared for KCTCS request for proposal language and scoping guidance. Paladin provided select technical content on facilities inventory and task requirements. This support allowed KCTCS System Office Administrators the confidence that requirements for solicitation met the project need, met the desired outcomes, and accurately reflected the current conditions of facility infrastructure.

In addition to supporting solicitation, KCTCS also used Paladin's services to assist with increasing transparency and auditing of the service contractors. This was accomplished through Enterprise Building Automation System platform designed and installed by Paladin. Features such as audit logs, override limits, user permissions and access profiles, and the implementation of those measures increased accountability.

# GREYSTAR RESIDENCE HALL SUPPORT

PROGRAM MANAGEMENT



## PROJECT DETAILS

Owner: GreyStar Real Estate Partners

Location: Lexington, Kentucky

Size: 2,500,000 S.F. of residence halls

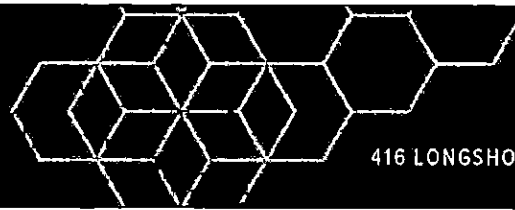
## OWNER CONTACT

Rick Tripp  
Greystar  
999 So. Shady Grove Road, Suite 600  
Memphis, TN 38120

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Greystar Real Estate Partners owns and operates the Residence Halls at the University of Kentucky. Their operations and maintenance functions are performed in-house by a series of maintenance managers and maintenance technicians. Large maintenance needs are direct procured with qualified local contractors.

In support of the solicitation and selection of outsourced contractors, Paladin assists Greystar with identification and scoping of repair needs including investigating issues and making recommendations. Paladin recommends contractors for Greystar solicitation of proposals. For consideration, although not initiated, Paladin has prepared solicitations for preventative maintenance contracts.



## PROJECT PERSONNEL

Since its inception almost 30 years ago, RRS has been involved in the recovery sector, with extensive experience with material recovery facilities (MRFs) development, operations, and optimization. Our Team will draw on decades of experience in the actual business of running MRFs, where we can speak with authority to the details of operating costs, maintenance planning, capital renewal and replacement, revenue tracking, revenue sharing and business risk/risk allocation for both the facility operator as well as the facility owner. Our Team understands the nuances of the changing waste and recycling streams, the cycles of the commodity value of the "market basket" of recyclables and the outlook for the future for sustainable public private business arrangements for recycling facility operation. We can present and discuss key MRF and transfer station metrics, both from the deep technical and data resources RRS has developed over the years as well as from the "top of mind" understanding that our experts bring to any strategic conversation.

Some of the services we provide to our municipal clients include:

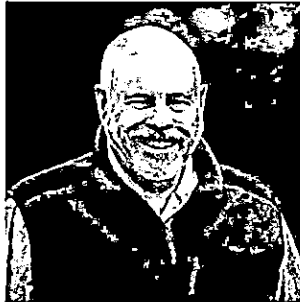
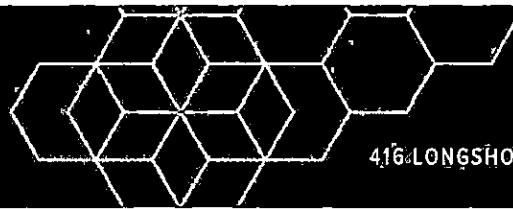
- Utilizing geo-location technology to identify optimum locations,
- Conducting feasibility studies and routing analyses,
- Developing financial analyses to provide business case justification for switching to single-stream programs,
- Using CADD to design material lines and full facility layouts,
- Generating revenue projects with cost/benefit analyses over a range of variables, and
- Generating and analyzing data on the flow of materials as they are processed through MRF equipment providing a thorough understanding of what materials are recyclable.

RRS has built relationships and industry networks over the past three decades giving us perspectives on best practices, innovative technologies, industry requirements, and national, regional, and state policies and regulations. Recently, our efforts on the behalf of other clients have created opportunities for us to visit nearly every MRF in the country, review operational characteristics, and in most cases, provide recommendations for capital improvement.

In addition to the deep waste and recycling expertise of the RRS staff, we are pleased to include the services of a project team from Paladin, Inc. Engineers, a Lexington-based, Certified Woman Owned Business Enterprise with a strong history of providing solid engineering and technical services in the public and private sectors. Paladin's client-centered project approach means that clients become partners in creating desired outcomes and making improvements that will last.



Our Project Personnel list includes all staff designated for this project; however, not all staff will be engaged with Task 1 which is costed later in the proposal. RRS Senior Engineer Kerry Sandford will leverage his 30+ years of experience to manage this project wherein RRS and Paladin will provide a fully qualified suite of services leveraging the talents of the following team members.



## KERRY SANDFORD

senior engineer

734.476.9923 •  
 KSANDFORD@RECYCLE.COM  
 OPERATES OUT OF ANN ARBOR, MICHIGAN

Kerry Sandford is a senior engineer at RRS with over 36 years of experience in recycling and waste management programs. His extensive knowledge of material recovery facilities and material processing include system design, waste stream composition, feasibility analyses, cost modeling, as well as MRF equipment audit, selection, testing and maintenance. Kerry has been a key contributor to material flow testing – onsite at MRFs and in equipment lab settings. Kerry is also a leader in the identification, vetting, and integration of cutting-edge technologies into recycling processes. This includes a wide range of separation and material processing/handling technologies including robotics, density separation, optical sorting, conveyance, compaction, and cleaning.

### PROJECT HIGHLIGHTS

#### **SOUTHEASTERN OAKLAND COUNTY RESOURCE RECOVERY AUTHORITY (SOCRRA)**

*Single-Stream MRF Development; Project Manager*

Led team to develop technical specifications and requirements for a new publicly-owned single-stream material recovery facility (MRF). Developed and managed multi-option request for proposal (RFP) procurement process, proposal evaluation, project award, and construction contract negotiation. Project team also continued as owner's representative through the MRF construction and facility acceptance process. The project will allow the 12 communities that are part of SOCRRA to transition from dual-stream curbside recycling using bins to cart-based single-stream curbside recycling.

#### **RENAISSANCE RECYCLING**

*Assistance in Processing Request for Proposal (RFP) Response and Improving Operations; Project Team*

Provided technical assistance to Renaissance Recycling as the company developed a response to the City of Jamestown's RFP and worked to improve the company's current operations. Evaluated site options, economic feasibility, and process line configurations for a potential new facility to support a response the Jamestown, ND RFP and expansion into curbside recycling.

### EXPERIENCE

- Material Recovery Facility (MRF) & Line Design
- MRF Equipment
- Material Processing
- Single-/Dual-Stream & Mixed Waste Processing

### EDUCATION

#### **UNIVERSITY OF MICHIGAN, ANN ARBOR, MICHIGAN**

*Bachelor of Science, Electrical Engineering; Electrical Specialization Supplemental Courses in Manufacturing Technologies and Natural Resources*

### SELECTED SPEAKING ENGAGEMENTS

#### **PLASTICS INDUSTRY TRADE ASSOCIATION**

*Refocus Recycling Summit & Expo, April 2016  
 Optical Sorting and Quality Assurance*

#### **WASTE360**

*WasteExpo, April 2014  
 Recovery of Food Residuals – Waste or Resource*

#### **INSTITUTE OF SCRAP RECYCLING INDUSTRIES, INC.**

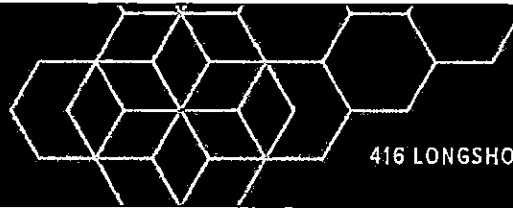
*Annual Conference and Exposition, April 2012  
 Challenges with Plastics Baling*

### PUBLICATIONS

#### **RESOURCE RECYCLING**

*Meet the Modern MRF, November 2014*



**CARTON COUNCIL**

*Building Carton Recycling Access Nationwide; Project Team*

Provides oversight and strategic implementation as lead engineer and works with MRF owners and operators to assist in the development of efficient sorting systems for cartons utilizing various technologies as appropriate to the throughput and needs of each MRF, furthering the mission of the Carton Council to increase recovery of cartons. Carton Council achieved its goal of 60% carton recycling access nationwide in early 2017.

**FOUNDATION FOR CHEMISTRY RESEARCH AND INITIATIVES**

*Materials Recovery for the Future (MRFF); Project Team*

Led testing of current single-stream material recovery facility (MRF) equipment to recycle flexible plastic packaging as part of loose-in-the-cart collections. Defined technical specification for demonstration facility and assisted in the development of a cost model. Work continues to optimize MRF sorting, identify suitable end markets, and develop a full-scale pilot/demonstration facility.

**WASTE DIVERSION ONTARIO, CANADA**

*Optimization of the Blue Box Material Processing System; Project Team*

Evaluated public and private MRFs and transfer facilities for the Province of Ontario to optimize its processing network and capabilities and developed the processing cost models to demonstrate the economic benefits of MRF sizing and automation compared to the costs of hauling recyclables greater distances for processing. This work was critical in the development of a plan to move towards a more cost-effective recycling infrastructure.

**EMMET COUNTY, MICHIGAN DEPARTMENT OF PUBLIC WORKS**

*Material Recovery Facility Expansion; Project Manager*

Worked with the Emmet County Department of Public Works for more than 20 years to expand from a small drop-off collection program and improve the recycling and organics recovery programs that serve Emmet County and neighboring counties. Worked with the county to acquire and transport a dual-stream processing system from an out-of-state MRF and redesigned the Emmet County MRF, overseeing the new construction and assisting in the equipment customization, installation, and startup. Technical support of the Emmet County MRF is still provided on an on-demand basis. Work continues with the county to explore further improvements to processing throughput and efficiency while reducing per ton processing costs.

**MONTGOMERY REGIONAL SOLID WASTE AUTHORITY, VIRGINIA**

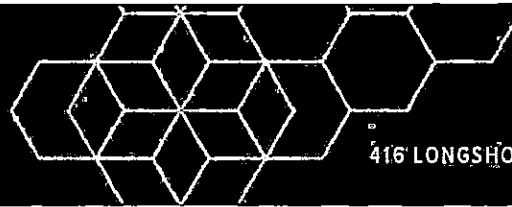
*Engineer Review of Transfer Station Upgrade; Project Manager*

Led team and provided MRF evaluation and recommendations for trans-recycling equipment including understanding the proposed process, the amount of pre-sorting, amount of sorting, labor requirements, and potential for recovery and associated costs.

**OUTAGAMIE COUNTY, WISCONSIN**

*Mixed Plastic and Container Recovery Study; Project Manager*

Led team in analyzing single-stream recycling facility for possible expansion of type and volume of materials collected. Conducted operational equipment needs assessment, detailed capital and operational cost analyses of recommended options, generated revenue projections, and developed cost/benefit analysis over a range of possible market conditions and recovery rates.



# ELISA SELTZER

senior consultant

231.838.8032 [ESELTZER@RECYCLE.COM](mailto:ESELTZER@RECYCLE.COM)  
OPERATES OUT OF EMMET COUNTY, MI

Elisa joined RRS in 2019 as a Senior Consultant after a long and successful career as a Public Works Director. She is a visionary and strategic leader experienced in recycling, composting, and solid waste policy and program development and project management. Her 30 years' experience in the public sector includes funding, implementing and overseeing comprehensive and cost-effective resource recovery programs including recycling collection, food scrap collection and compost operations, MRF operations, materials marketing. Elisa brings collaborative team management, skillful contract negotiation, RFP development, procurement, community outreach, and market development.

## project highlights

### EMMET COUNTY, MICHIGAN DEPARTMENT OF PUBLIC WORKS

#### *Material Recovery Facility Expansion*

*Work performed as Director of Emmet County Department of Public Works*  
Worked with the RRS team to expand MRF from a small drop-off collection program and improve the recycling and organics recovery programs that serve Emmet County and neighboring counties. Oversaw \$4 million MRF upgrade, on time and under budget: created and managed regional Material Recovery Facility, Solid Waste Transfer Station, Compost Facility, Super Drop-off, Household Hazardous Waste Program, and Curbside and Drop Site fleet operations with over 30 employees.

## experience

### EMMET COUNTY, MICHIGAN

#### *1990-2019: Public Works Director*

Collaborated with private haulers, city and county representatives to develop a Solid Waste Ordinance with flow control, hauler licensing, and PAYT provisions to fund recycling and develop incentives to reduce waste; designed, implemented and oversaw self-funded comprehensive resource recovery program; oversaw solid waste management planning process; successfully marketed over 60 recyclable material types, with a focus on regional market partners and emphasis on highest and best use; developed

## EXPERIENCE

- Municipal Solid Waste/ Recycling/ Composting
- Recycling Collection & Dual Stream Processing
- Composting & Food Scrap Collection
- Solid Waste Policy
- Cost-Effective Recovery Programs

## EDUCATION

### UNIVERSITY OF MICHIGAN, ANN ARBOR, MI

*Bachelor of Science in Natural Resource Management & Environmental Advocacy*

## SELECTED SPEAKING

### ENGAGEMENTS

#### MICHIGAN RECYCLING COALITION

MRC Conference, 2018  
*Sustainable Residential Recycling*

#### NATIONAL RECYCLING COALITION

Resource Recycling Conference, 2018  
*Hacking Recycling Tools & Tips*

#### WASTE EXPO

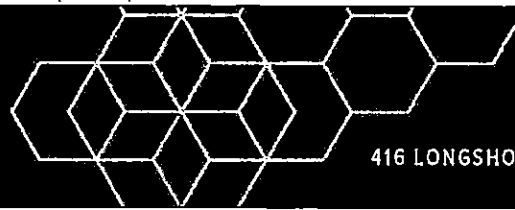
May 2017  
*Food Scrap Commercial Collection*

#### SWANA

Road To Zero Waste, 2017  
*Rockin' Rural Recovery*

#### MICHIGAN RECYCLING COALITION

MRC Conference, 2016  
*The Art & Science of Recycling:*



and oversaw residential & commercial curbside routes and drop-site recycling sites county-wide and in four partner counties; managed \$5 million annual operating budget and Enterprise Fund to finance all capital purchases, overhead, and operations; spearheaded successful bin-to-cart transition for six municipalities, leveraging market partner, foundation and industry funding; directed all RFPs, competitive bidding, contract development, construction and engineering projects for all solid waste, recycling and composting operations and capital projects; wrote and secured grant projects from state, federal, foundation, industry and other private sector sources; and developed and maintained successful public-private partnerships.

### **RECYCLE ANN ARBOR**

*1987-1989: Curbside Recycling Coordinator, Personnel Coordinator*

Managed the largest curbside program in the state of Michigan; secured grant funding to expand curbside collection from monthly to weekly pick-up; developed specifications for truck fleet, hired and trained drivers, developed routes; coordinated employment, compensation, labor relations and employee relations; administered compensation, benefits, and performance management systems; and improved training and safety programs

### award/honors

- 2017 Environmentalist of the Year, Northern Michigan Environmental Action Center
- 2017 National Recycling Conference recognition for Outstanding Government Program
- 2015 MI Dept Environmental Quality: Recycling Leadership Award for Excellence Across All Categories
- 2011 Michigan Recycling Coalition's Recycler of the Year Award
- 2011 Harbor Heroes Citizen Of the Year Award - Harbor Springs Area Chamber of Commerce
- 2008 Petoskey Area Chamber of Commerce Mission Award
- 2000 Michigan Recycling Coalition's Recycler of the Year Award  
Resource Recycling's recognition for Outstanding Program

### association work/volunteerism

#### **STATE OF MICHIGAN**

*2014 - 2018: Governor's Recycling Council*

#### **NETWORK NORTHWEST'S SOLID WASTE ADVISORY COUNCIL**

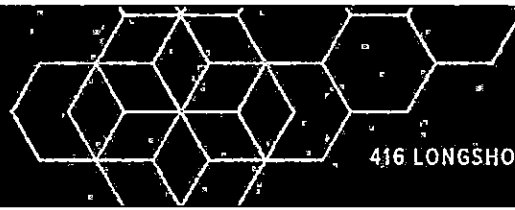
*2008 - 2018: Chair*

#### **MICHIGAN RECYCLING COALITION**

*2017 - Current: Policy Committee member*

#### **MICHIGAN RECYCLING COALITION**

*2002-2004, 1990-1992: Board Member*



# CHRIS KING

field engineer

505.270.9945 • CKING@RECYCLE.COM  
OPERATES OUT OF BOULDER, CO

Chris King is a consultant and field engineer at RRS. His 10 years of experience have crossed several industries including environmental, aerospace, and automotive - but all have required an attention to detail and data specification to develop and design critical components for projects. Recently, Chris has been involved in on-site packaging material flow studies, MRF maintenance and design reviews, database development, and several data analyses for various projects. Chris holds bachelor and master degree in mechanical engineering.

## project highlights

### RESOURCE RECOVERY AND RECYCLING AUTHORITY OF SOUTHWEST OAKLAND COUNTY

*Equipment Maintenance Review & Status Oversight; Project Manager*  
Provides expert review of the maintenance work ReCommunity is performing on the processing equipment at the RRRASOC Material Recovery Facility (MRF). includes both the equipment currently owned by RRRASOC and the equipment that will be turned over to RRRASOC at the end of the operation contract with ReCommunity. Includes review of monthly maintenance reports provided by ReCommunity and on-site inspections to verify appropriate preventive maintenance and repairs have been completed as well as to monitor equipment condition including wear and damage.

### GLOBAL FOODSERVICE PACKAGING MANUFACTURER

*Product Recycling Feasibility Analysis; Project Team*  
Directed a material recovery facility sort and analyzed data to help the company understand if their new product could be successfully recycled and recovered in the Midwest region.

### FOOD AND BEVERAGE COMPANY

*Roadmap for Curbside Collection of Single Serve Packaging; Project Team*  
Provided technical support to develop curbside recycling programs for client's single-serve packaging. Assisted with material flow testing and

#### EXPERTISE

- Materials Recovery Facility (MRF) Equipment
- MRF Material Flow
- Data Analytics
- CAD and PDM

#### EDUCATION

#### UNIVERSITY OF NEW MEXICO, ALBUQUERQUE, NEW MEXICO

*Master of Science, Mechanical Engineering*

#### UNIVERSITY OF NEW MEXICO, ALBUQUERQUE, NEW MEXICO

*Bachelor of Science, Mechanical Engineering*

#### SELECTED SPEAKING

#### ENGAGEMENTS

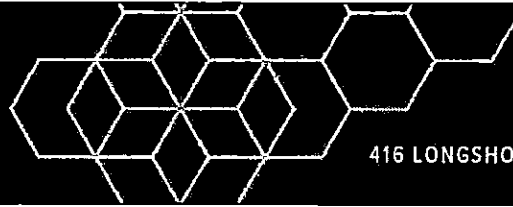
#### NORTHEAST RECYCLING COUNCIL

*Material Recovery For the Future: Can we Capture more Value from MRF Infeed?*

#### SELECTED PUBLICATIONS

#### FLEXIBLE PACKAGING SORTATION AT MATERIALS RECOVERY FACILITIES RESEARCH REPORT

Commissioned by Materials Recovery for the Future (MRFF)  
Lead Researchers: Kerry Sandford and Christopher King



implementation of radio-frequency identification (RFID) testing, directed analysis of collected data, and contributed to the capital cost modeling to evaluate the feasibility for curbside recycling of the packaging.

#### **UNIVERSITY OF SOUTHERN CALIFORNIA (USC)**

*Campus Waste and Recycling Assessment; Project Team*

Participated in onsite waste assessment, analyzed collected data, developed cost model, and made recommendations to help USC identify improvements and investments to achieve their goal of 75% waste diversion by 2020.

#### **FOUNDATION FOR CHEMISTRY RESEARCH AND INITIATIVES**

*Materials Recovery for the Future; Project Team*

With the objective to understand and enhance recovery solutions for flexible packaging, served as engineering support for several materials recovery facility (MRF) and equipment tests, managed test material inventory and transportation logistic to test sites, and conducted data analysis and reporting.

#### **HENRY FORD HEALTH SYSTEM**

*Hazardous Materials Program Management; Project Team*

Worked with team to create an online database for the storage of waste audits for three major hospitals in the health system. Incorporated user feedback to improve functionality and user experience of the audit database.

### past experience

#### **AERNOVA ENGINEERING US, INC.**

*2012 – 2015: Aerospace Design Engineer*

Responsible for design and configuration of various aircraft components including rear wing spars, flap assemblies, retention brackets for cooling and electrical systems, machined frames, and composite elevators.

#### **CHRYSLER GROUP LLC**

*2011 – 2012: Product Engineer*

Responsible for meeting cost and timing requirements of components to support several vehicle programs, conducted friction assessment of V8 engine program components, and developed relationships with suppliers to bring new technology to the marketplace.

#### **UNIVERSITY OF NEW MEXICO**

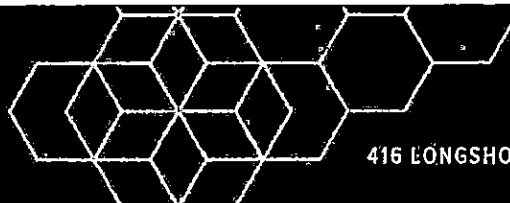
*2009 – 2010: Teaching Assistant*

Directed the lab portion of ME260, the second class in a design series focusing on manufacturing technology where students utilized machine tools to complete design projects.

#### **ECLIPSE AVIATION**

*2006 – 2007: Manufacturing Engineering Intern*

Worked directly with aircraft technicians to design tooling.



# SHAUN SPALDING

senior consultant

**SSPALDING@RECYCLE.COM**  
**OPERATES OUT OF CAMBRIDGE,**  
**ONTARIO, CANADA**

Shaun is a Senior Consultant with over 18 years of experience in policy and program developments designed to encourage public participation in waste reduction and diversion to improve the operational performance of municipal recycling programs. Shaun works with clients to prepare and implement waste management master plans and strategies as well as processing facility operational assessments. He is experienced in developing procurement documents and contracts, performing contract management activities, conducting waste stream composition studies, and creating and executing education and communication efforts. Shaun is a Civil and Engineering graduate from Humber College, Toronto and is a Certified Engineering Technologist (C.E.T.) and Environmental Professional (EP) in Waste Management. Prior to joining RRS, Shaun completed the following relevant projects:

## project highlights

### **SUEZ NORTH AMERICA, EDMONTON, ALBERTA**

*Solid Waste Management Plan: Project Manager*

Performed an in-depth operational assessment of the MRF production performance (including staffing and training) and developed a revised operational protocol to minimize operational downtime, increase product recovery, increase product quality.

### **CITY OF EDMONTON, ALBERTA**

*MRF Review and Retrofit Study, Project Manager*

Prepared a 10-year operating strategy that provided direction for MRF operational and equipment modifications based on industry best practices and standards. The project examined the effectiveness and efficiency of the current MRF and made recommendations related to contract management activities, future contract specifications and operational requirements. Furthermore, the project delivered two future state scenarios related to operational performance metrics and equipment retrofits to ensure the MRF was capable at processing and producing quality recyclables and realize higher revenues. This work directly led into the Solid Waste Management Plan assignment.

## PROJECTS

- Waste Diversion & Recycling
- Waste Management Planning
- Policy & Program Assessments
- Operations Management
- RFP & Contract Development
- Contract Management
- Program Operations
- Performance Management

## CERTIFICATION

- Certified Engineering Technologist (C.E.T.)
- Environmental Professional (EP) in Waste Management

## EDUCATION

### **HUMBER COLLEGE,** **TORONTO, ONTARIO**

*Civil and Environmental Engineering*

## SELECTED PUBLICATIONS

### **RESOURCE RECYCLING** **MAGAZINE**

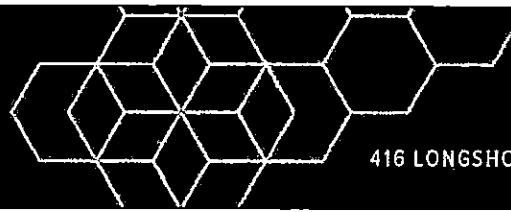
*Small Change or Big Bucks (MRF residue and opportunities for improvement), February 2009*

### **STEWARDSHIP ONTARIO** **EFFECTIVENESS &** **EFFICIENCY FUND**

*York Region Collection and Processing Optimization Study (project #207, assessment of the impacts of compacting recyclables during collection and its implications on MRF processing efficiency), October 2006*

### **WASTE DIVERSION** **ONTARIO**

*Continuous Improvement Fund*



*Solid Waste Management Plan: Project Manager and Operational Specialist*

Led a diverse team of specialists on the redevelopment of operational and equipment upgrades to the City's MRF. Developed an implementation plan for updating the processing equipment to improve productivity, optimize output streams, reduce net operating costs and maintenance activities. Developed preliminary and detailed concepts for the upgrades including process flow, mass balance, equipment and performance expectations along with a procurement implementation plan.

**CITY OF TORONTO, ONTARIO**

*Mixed Waste Processing Study: Technical lead*

Developed costs, operational risks, challenges and opportunities to recover materials from the multi-family and other mixed wastes residential and commercial streams. Lead on jurisdictional scan for mixed waste processing systems in North America, development of procurement documents for pilot testing services, pilot testing oversight and reporting. Study results to determine how best to increase City waste diversion in support of the City's 2016 Long Term Waste Management Strategy.

**NIAGARA REGION, ONTARIO**

*Contract Management and MRF Operational Training; Project Manager*

Developed and delivered a practical in-person 'how-to' training program for a regional employee hired to manage the day-to-day operations of the region's MRF and its operating contractor. The program was structured on the region's recycling program, the job description of the employee and the MRF operating contract requirements as well as current best practices in data management, performance measurement and contract management.

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA**

*MRF Equipment Inspection; Field Engineer*

Performed equipment condition assessment and facility inspections as part of the annual operating contract requirements for the County's dual stream MRF and recommended operational and capital upgrades / enhancements to ensure long-term viability and sustainability and to reduce maintenance costs.

*MRF Operational Assessment; Project Manager*

Performed an in-depth assessment of the MRF operators to identify opportunities for improvement / optimization and provided guidance related operational processing adjustments, equipment upgrades and contract management best practices.

**CITY OF PHOENIX, ARIZONA**

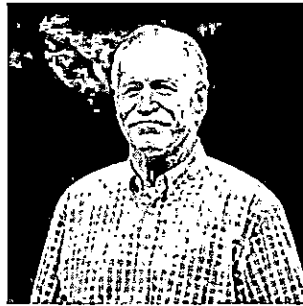
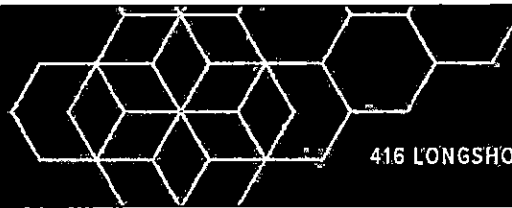
*MRF Equipment Inspection; Field Engineer*

Performed equipment condition assessment and facility inspections as part of the annual operating contract requirements for the City's two-100,000 ton per year single stream MRFs (27th Avenue and North Gateway facilities).

**CITY OF SUNNYVALE, CALIFORNIA**

*SMaRT Equipment Inspection; Field Engineer*

Performed equipment condition inspections for the City's SMaRT (Sunnyvale Materials and Recovery Transfer) Station. The facility processes 1,500 tons per day and consists of several operating components including: mixed waste processing system and adjoining recyclables recovery, composting and residual transfer.



# DAVID STEAD

vice president

734.846.9638 • [DSTEAD@RECYCLE.COM](mailto:DSTEAD@RECYCLE.COM)  
OPERATES OUT OF ANN ARBOR,  
MICHIGAN

David Stead is a principal and vice president at RRS, bringing over 30 years of professional experience in environmental, waste management, and finance projects, with skills ranging from technical analysis and project design, to communications and computer modeling. David has conducted many of the firm's planning and supply analysis studies that evaluate market trends and availability of targeted recoverable commodities, such as waste wood, paper, plastics, and other materials. He has managed procurement processes for municipalities to develop materials recovery facilities (MRFs) and collection and recyclable processing services. David has also assisted in the development of fuel quality implementation plans for independent power projects designed to assure that fuel availability and quality meets specifications for planned power stations. David is skilled in both technical and public policy analyses related to solid waste management and financial management that have been utilized in the decision-making process by elected officials and federal and state agency personnel. David has developed and published policy analyses in many areas, including solid waste management and recycling, low level radioactive waste disposal, and the impact of environmental liability on the regulated community.

## project highlights

### **BURO HAPPPOLD, NEW YORK CITY**

*80x50 Climate Action Plan; Project Manager (Sub-Contractor)*

Served as technical and planning resource for the strategic elements of the 80 x 50 plan and managed the analysis of the impact of different zero waste management strategies related to solid waste and recycling on greenhouse gas (GHG) emissions as a subcontractor.

### **PEORIA COUNTY, ILLINOIS RECYCLING AND RESOURCE CONSERVATION**

*Strategic Planning and Solid Waste Management Plan Update; Project Manager*

Served as technical and planning resource for the strategic elements of the 20-year solid waste management plan and managed the review of earlier planning efforts, program data, waste reduction volumes, and program costs.

## EXPERISE

- Solid Waste and Recycling Programs
- Material Collection and Processing
- Financial Analysis and Economic Modeling
- Biomass Energy

## EDUCATION

### **UNIVERSITY OF MICHIGAN, ANN ARBOR, MICHIGAN**

*Masters of Science, School of Natural Resources, Resource Policy, Economics, and Management Program*

### **UNIVERSITY OF COLORADO, BOULDER, COLORADO**

*Bachelor of Environmental Design, College of Environmental Design, Regional Planning Program*

### **UNIVERSITY OF COLORADO, BOULDER, COLORADO**

*Certificate of Continuing Engineering, Certification in Water Law and Applied Engineering*

## SELECTED SPEAKING ENGAGEMENTS

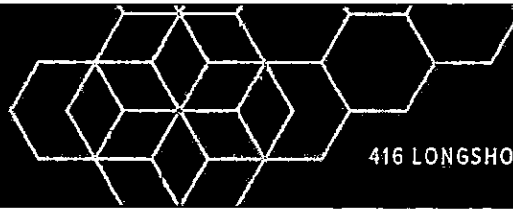
### **BIOCYCLE**

BioCycle REFOR16 – Renewable Energy from Organics Recycling, October 2016  
*Exploring Economic Analysis of Centralized AD*

### **MICHIGAN RECYCLING COALITION**

Michigan Recycling Coalition Conference, May 2016



**CITY OF MILWAUKEE, WISCONSIN AND WAUKESHA COUNTY, WISCONSIN***Material Recovery Facility Procurement; Project Manager*

Managed the procurement process and contract negotiations with the select vendor for the City of Milwaukee, WI and Waukesha County, WI in the joint procurement of a single stream materials recovery facility and single stream transfer and processing services to replace the facilities previously operated by the two units of government.

**CITY OF MINNEAPOLIS, MINNESOTA***Dual versus Single Stream Recycling Evaluation; Project Manager*

With the goal of providing a cost-effective recycling collection program to increase the current recycling rate to meet the new target set by the county and state, managed the assessment of collection options, determined the associated impact on the value of marketable materials, and determined next steps through the use of comparative analysis, economic and material recovery analysis, enterprise fund development and analysis, and stakeholder focus groups.

**CHIPPEWA COUNTY, WISCONSIN LAND CONSERVATION AND FOREST MANAGEMENT***Materials Recovery Facility (MRF) Study; Project Manager*

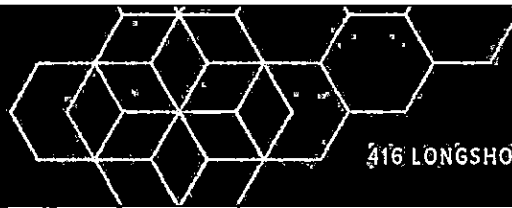
Authored three primary evaluations including a market analysis report, a recyclable materials market analysis, and a MRF options analysis report. Provided the framework for recommendations including moving to single-sort system to achieve highest recovery rate at lowest cost. Currently working on the second phase of the project that is evaluating the options of county-wide contracting and managed competition.

**MONTGOMERY REGIONAL SOLID WASTE AUTHORITY (MRSWA), VIRGINIA***MRSWA Evaluation for Converting to Single Stream Recycling; Project Manager*

Provided the county with an understanding of the feasibility and economics of converting its existing dual-stream MRF to single-stream processing, estimated the projected program costs and revenues, and integrated the analysis into the MRSWA budget and financial programs to compare the current program to the proposed program options. Currently assisting the MRSWA in the procurement of services through a request for proposal for the processing of single-stream recyclables.

**CITY OF ANN ARBOR, MICHIGAN***City-Wide Integrated Waste Management Services; Project Team*

Provided solid waste planning and financial strategy and analysis during RRS' contributions to the city's waste management services over a ten-year period. Assisted with optimizing the city's funding strategy to ensure long-term viability and self-sufficiency of services in addition to performance-based contracting for recycling services.



# MEGHAN WIEBE

analyst

303.579.3692 • MWIEBE@RECYCLE.COM  
OPERATES OUT OF BOULDER, COLORADO

Meghan is an analyst with RRS who provides research, data analysis and modeling, waste assessment experience, report writing, and project support to corporate and sustainable communities clients. Meghan's expertise is in efficient research, and effective translation of data into easily understandable analysis and actionable program recommendations.

## EXPERTISE

- Sustainability and Organics Research
- Datasets and QA/QC Protocols
- Data Presentation and Visualizations
- Field Ecology

## EDUCATION

### UNIVERSITY OF COLORADO, BOULDER, COLORADO

*Bachelor of Arts, Ecology & Evolutionary Biology, summa cum laude*

*Bachelor of Arts, Environmental Studies, with distinction*

*Rainforest, Reef, and Cultural Ecology Independent Study, School of International Training, Australia*

## project highlights

### PUEBLO COUNTY, COLORADO

*Waste Composition Study & Gap Analysis; Project Team*

Helped design, conduct and analyze a survey on residential recycling behaviors, attitudes and program preferences. Organized logistics for two seasonal waste sorts at a landfill, trained waste sort staff and evaluated waste characterization results, including developing summary graphics. Modeled generation tonnage for residential and commercial generators based on relevant county data, comparable counties' data, and business databases, and estimated county diversion rate. Conducted phone and web research to understand county-wide gaps and opportunities in county infrastructure, policy, and education efforts.

### HIGH COUNTRY CONSERVATION CENTER, SUMMIT COUNTY, COLORADO

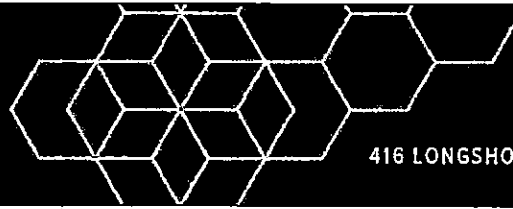
*Review of County Solid Waste Funding Mechanisms; Project Team*

Facilitated stakeholder meetings to gather feedback on potential funding options, including stakeholder assessment of local feasibility, public acceptance, and potential for county wide adoption. Assisted with detailed county wide material generation and disposal model. Reviewed potential diversion programs and outlined program setups, cost estimates as well as providing examples of other communities implementing similar programs.

### AEROSPACE & DEFENSE COMPANY

*Multiple On-site Waste Assessments with Program Recommendations; Project Team*

Organized on-site visit logistics for multiday waste assessments. Conducted waste assessments for large and small commercial campuses (100 to 5000+ employees) that include walk through assessments of on-site infrastructure and programs, staff interviews of site barriers and opportunities, and waste sorts of representative trash and recycling samples. Compiled information from the three portions of the waste assessment to develop actionable



program recommendations. Modeled program recommendations including program set-up, labor, costs and potential diversion impact. Shared findings with sites through slide deck presentations.

#### **NATIONAL RESOURCE DEFENSE COUNCIL**

*Landscape Assessment for Food Waste Recycling for City of Denver and City of Baltimore; Project Team*

Evaluated the food waste processing capacity for two cities, including surveying and summarizing permitted compost facilities, potential facilities, transfer station and other organics processors. Mapped food waste generation in each city by commercial generator type, such as universities and restaurants, highlighting zip codes with large quantities of food waste generated. Reviewed and recommended action steps for the cities to increase diversion of food waste based on identified barriers and expansion opportunities. Discussed findings during stakeholder round table meetings.

#### **ISLAND GREEN LIVING**

*Business Plan Development for Recycling of 3 Material Streams on St. John, USVI; Project Team*

Investigated recycling programs on comparably sized places and islands to document recycling program options, given the challenges of smaller, more remote locations. Assisted with drafting program recommendations and based on those recommendations, developing a business proforma that detailed recommended equipment, staff time and costs, operations cost, maintenance of equipment, and revenue projections.

## past experience

#### **NATIONAL ECOLOGICAL OBSERVATORY NETWORK**

*2016: Seasonal Field Technician*

Primary data quality control technician, troubleshooting backlogged and erroneous data, as well as developing more efficient methods of data entry. Field technician that conducted and led field sampling efforts for small mammal trapping and handling, soil sampling and insect collection.



# CANDICE ROGERS

PRINCIPAL-IN-CHARGE

## ABOUT

Candice understands the business behind the buildings. She leads commissioning process development for Paladin's projects, defines project goals and performance criteria, manages the commissioning process, and works to assure that Owner's receive the best systems possible.

Candice serves on the International Board of Directors for the Building Commissioning Association. She promotes understanding of Commissioning through community and industry presentations.

## LICENSURE AND CERTIFICATIONS

Certified Commissioning Professional,  
Building Commissioning Association

Certified Commissioning Authority, AABC  
Commissioning Group

LEED Accredited Professional, United  
States Green Building Council

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## RELATED EXPERIENCE

University of Kentucky Private Residence Halls | Preventative Maintenance Support | Greystar | Memphis, TN

Tension Fabric Structure Addition | MEP Design  
LFUCG | Lexington, KY

Senior Citizen's Center | Fundamental Commissioning  
LFUCG | Lexington, KY

LexTran Headquarters Building | Fundamental & Enhanced Commissioning | MEP and Envelope LexTran | Lexington, KY

Transportation Cabinet Office Building & Central Utility Plant | Post Commissioning & Energy Efficiency Improvements | Facility & Support Services | Frankfort, KY

Student Recreational Center | Fundamental & Enhanced Commissioning  
University of Louisville | Louisville, KY

Classroom and Student Services Building | Whole Building Commissioning | Bluegrass Community and Technical College | Lexington, KY

Centralized Laboratory | Existing Building Commissioning | MEP and Envelope Facility and Support Services | Frankfort, KY

Burlington Readiness Center | Fundamental & Enhanced Commissioning  
Department of Military Affairs | Burlington, KY

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## EDUCATION

MASTERS IN BUSINESS ADMINISTRATION,  
University of Kentucky

BACHELOR OF BUSINESS ADMINISTRATION, MARKETING & MANAGEMENT  
University of Kentucky

## CONTACT

P: 859.252.3047 x862

E: rogerc@paladinky.com

W: www.paladinengineers.com



# RICHARD T. BURKS

PROFESSIONAL ENGINEER

## ABOUT

Dick's extensive background in the requirements of mechanical, plumbing, electrical and control systems operation enables him to perform high-level design reviews and prepare functional tests to verify sequence of operation consistency.

As a licensed Engineer and Certified Commissioning Professional, Mr. Burks has completed both engineering design and commissioning of systems and equipment for a variety of applications. Dick has developed and directed commissioning process activities for approximately twenty years. He has participated in mechanical, plumbing, electrical, and controls systems design for over thirty five years.

## LICENSURE AND CERTIFICATIONS

Professional Chemical & Electrical Engineer:  
Commonwealth of Kentucky (#23685)

Certified Commissioning Professional,  
Building Commissioning Association

Six Sigma Green Belt, American Society of  
Quality

Tridium Ax - Niagara IV

## CONTACT

P: 859.252.3047 x8860

E: burksd@paladinky.com

W: www.paladinengineers.com

## RELATED EXPERIENCE

Gatton College of Business Renovation & Expansion | Fundamental & Enhanced Commissioning | University of Kentucky | Lexington, KY

Patterson Hall Renovation | Fundamental and Enhanced Commissioning  
University of Kentucky | Lexington, KY

Classroom and Student Services Building | Whole Building Commissioning |  
Bluegrass Community and Technical College | Lexington, KY

Center for Applied Energy Research Building #2 | Fundamental Commissioning |  
University of Kentucky | Lexington, KY

New Science Building | Whole Building Commissioning  
Berea College | Berea, KY

Centralized Laboratory Building & Central Utility Plant | Existing Building  
Commissioning & MEP Design | Facility and Support Services |  
Frankfort, KY

Charles Y. Community Center | MEP Design  
LFUCG | Lexington, KY

Commonwealth Emergency Operations Center | Commissioning  
Department of Military Affairs | Frankfort, KY

Dr. Mark & Cindy Lynn Soccer Stadium | Commissioning  
University of Louisville | Louisville, KY

## EDUCATION

BACHELOR OF SCIENCE, CHEMICAL ENGINEERING  
University of Kentucky



# MARK ZOLLER

## COMMISSIONING PROFESSIONAL

### ABOUT

Mark's extensive background in the requirements of mechanical, plumbing, electrical and control systems operation enables him to perform high-level design reviews and prepare functional tests to verify sequence of operation consistency.

As a licensed Engineer and Certified Commissioning Professional, Mr. Zoller has completed both engineering design and commissioning of systems and equipment for a variety of applications.

### LICENSURE AND CERTIFICATIONS

Professional Mechanical Engineer:  
Commonwealth of Kentucky (# 29435)

Certified Energy Manager, Association of  
Energy Engineers

Certified Commissioning Authority, AABC  
Commissioning Group

LEED Accredited Professional, United States  
Green Building Council

Tridium Ax - Niagra IV

### CONTACT

P: 859.252.3047 x8865

E: zollerm@paladinink.com

W: www.paladinengineers.com

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### RELATED EXPERIENCE

CHR Complex | Energy Improvements  
Commonwealth of Kentucky | Frankfort, KY

Senior Citizens Center | Fundamental Commissioning  
Lexington Fayette Urban County Government | Lexington, KY

Georgetown Advanced Manufacturing Facility | MEP Design  
Bluegrass Community and Technical College | Georgetown, KY

Woodland Glen III, IV, & V Residence Halls | Fundamental and Enhanced  
Commissioning | EdR Trust | Lexington, KY

Process Chiller Replacement | MEP Design | Commonwealth of Kentucky  
Frankfort, KY

Commercial Bank Building | Fundamental and Enhanced Commissioning  
Commercial Bank | West Liberty, KY

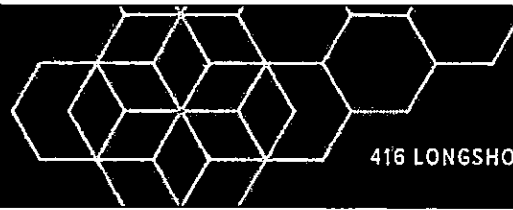
Mountain Telephone | Existing Building Commissioning | Mountain Telephone |  
West Liberty, KY

Jackson District Office Building | Whole Building Commissioning | Department of  
Transportation | Jackson, KY

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### EDUCATION

BACHELOR OF SCIENCE, MECHANICAL ENGINEERING  
Georgia Institute of Technology



# SCOPE OF WORK

## project plan

### TASK 1 – BUILDING PANEL REPLACEMENT

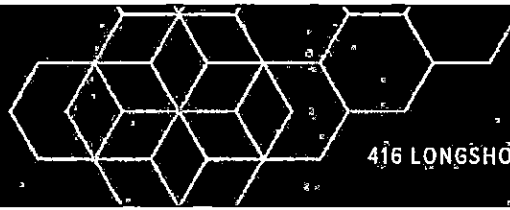
The goal of Task 1 is to develop specifications and assist staff in the procurement of a contractor to replace portions of the building's metal facade.

RRS has extensive experience in procuring and overseeing construction of facility, equipment and site improvements.

- **Visit Facility to Assess Building Panel Needs:** RRS is familiar with the portion of the building between the tipping floor and the production area where panels have been removed. RRS engineer will visit the facility and review needs with staff and if appropriate, other stakeholders. RRS's understanding is that the building panels are to be installed to block wind, improve building comfort and debris control, while maintaining or improving the ability to observe recycling operations from the elevated visitors' platform. RRS will also explore the need for ventilation during summer months. RRS will clarify goals with management and staff and submit estimated cost for this task. This sub task includes the kick off and scoping meeting.
- **Work with Staff to Determine Appropriate Design:** Before developing a design, RRS wants to be clear on intended future uses of the affected spaces and make sure that changes do not adversely affect future space uses. While the assumption is that:
  - 5 panel slots will be filled with solid panels;
  - 3 panel slots will be filled with sliding doors; and
  - 2 panel slots will be filled with a clear view material,

RRS wants to make sure that the changes made fully address intended future use of the spaces on either side of the panels. This includes making sure that the views from the observation platform can be optimized for educational purposes and that future service access to equipment is not compromised. RRS will bring to this discussion its experience in implementing successful education programs and its knowledge of access needed for equipment service and replacement. RRS will explore the best way to install sliding doors in the indicated locations based on the type of access needed. This sub task includes meeting 2 and review of 60% plans and specifications.

- **Prepare Drawing and Bid Specifications:** Once the 60% specification sign off is complete, RRS will work with metal building component suppliers to identify appropriate material match for fit, function, and appearance. RRS will develop detailed design drawings and specifications. RRS will work with Lexington's Division of Central Purchasing to determine the needed format for bid request documents. Drawings and specifications will be reviewed in meeting 3 with Waste Management Project Manager and plant staff.
  - Once approved, RRS will assist Lexington's Division of Central Purchasing all aspects of the bid advertisement phase including:
    - Distributing Plans, Specifications and Contract Documents.



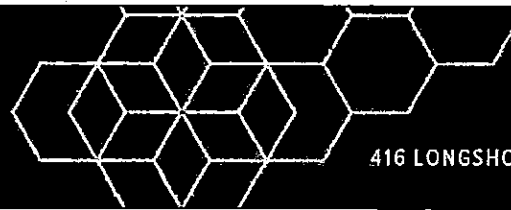
- Leading and coordinating non-mandatory pre-bid meeting, developing a written agenda and meeting suitable for public distribution by Central Purchasing.
- Issue addendum as necessary.
- RRS will review all submitted bids for completeness and accuracy and issue a written bid recommendation to the Division of Waste Management.
- AT the direction of Waste Management, RRS will coordinate with the Contractor to obtain all Bonds, executed Contract Documents, Assist Waste Management as directed, executing a valid contract between the Contractor and Urban County Government.
- **Direct the Construction Administration Phase:** RRS will provide technical assistance and expertise aligned with the direction provided in the RFP; this work will include:
  - a. Prepare two (2) 24-inch by 36-inch sets of plans and two (2) 8.5-inch by 11-inch contract document books for distribution to the Contractor. All plans and Contract Documents should be stamped as "For Construction".
  - b. Prepare two (2) 24-inch by 36-inch set of plans, one (1) 11-inch by 17-inch sets of plans and one (1) set of contract documents / specifications stamped as "For Construction" for distribution to the Waste Management Project Manager.
  - c. Prepare and distribute one (1) pdf copy of the "For Construction" plans and Contract Documents to the Waste Management Project Manager.
  - d. Attend a maximum of three (3) monthly progress meetings, preparing meeting agendas and minutes as directed by the LFUCG Construction Manager. The selected consultant should allocate a maximum of 10 (ten) man-hours per month for all monthly progress meetings.
  - e. Review and approve shop drawings.
  - f. Advise the Waste Management Project Manager regarding requested field order changes and change orders.

## **TASK 2 – EVALUATING AND SELECTING PREVENTATIVE MAINTENANCE SOFTWARE**

RRS provides maintenance oversight assistance to several MRFs and has assisted in evaluation, selection and setup of MRF PM software. RRS has also developed simpler computer data base and manual paper-based equipment status monitoring solutions where facility staff was not ready to adopt commercially available PM management software.

- **Lead Division Staff in the Evaluation of Existing PM Software:** RRS will work with Division staff, Central Purchasing and LFUCG's IT department to learn which computer PM management software programs are in use within LFUCG divisions and how these are being utilized. RRS will identify key personnel who work with the various software packages and as appropriate, contact these people to understand the current software use(s), program version and license arrangements (including number of seats licensed and used). RRS will also determine if each installation is web based, LFUCG server based, or operated only on local computers. RRS will work with staff and software vendors to develop an understanding of how well each package could be adapted to managing MRF equipment and PM programs. RRS will look at the ability of each package to manage the following MRF activities:
  - Prompt, assign, and track equipment inspections and inspection flagged service needs





- Prompt, assign, and track PM activities
- Schedule service activities based on manufacturer recommendations
- Generate service work orders for scheduled service, flagged inspection issues and other needed service activities
- Track work order progress
- Generate and track parts orders
- Track parts inventory
- Track periodic equipment performance testing results
- Track maintenance labor, expenses and contracted services
- Generate status reports and repair/service history for each component in system
- Generate summary status, resource utilization, and cost reports for management
- Manage vendor and contractor lists and track history
- Track equipment aging, replacement scheduling and performance history

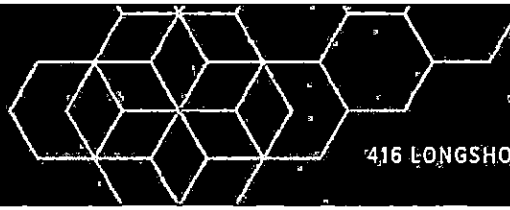
RRS will share its findings and lead Division staff in evaluation of PM software existing within the LFUCG universe.

- **OPTIONAL SUBTASK – Prepare Software Bid Scope, if Required:** If during the above evaluation process, it is determined that none of the PM management solutions already installed within LFUCG is suitable, RRS will develop a scope of services so LFUCG can solicit proposals from qualified PM software packages vendors.
- **OPTIONAL SUBTASK – RRS will assist the division, as directed via separate task order, in the evaluation, procurement and implementation of the selected PM software.**
- RRS will coordinate the implementation phase of the PM software task by populating the new software with each piece of equipment along with its manufacturer specified PM tasks / frequencies. RRS will facilitate to complete coordination services by facilitating training for MRF management and maintenance personnel.

### **TASK 3 – IDENTIFICATION AND PROCUREMENT OF ON-CALL CONTRACTORS**

RRS is familiar with the processing equipment at the LFUCG MRF. RRS will work with MRF management and maintenance staff to build a network of contractors that can perform timely preventative maintenance and emergency repairs. RRS has extensive experience in providing maintenance oversight in a number of MRFs. RRS staff is familiar with the way MRF equipment functions and how to identify service needs. RRS has assisted in the setup and augmentation of MRF maintenance services based on the specific needs of individual MRFs.

- **Building Understanding of Equipment and its Service History:** RRS staff have examined the MRF equipment on several occasions and are familiar with the system operation and some of its service history. RRS will spend time with management and maintenance staff and review past service records to gain an understanding of what maintenance and repair is being performed by various service providers and what additional services are needed. RRS will clarify what additional services are needed and if any of the



current service providers are not meeting expectations. RRS will document what additional services are needed and what changes to existing contractor scopes of work are needed to achieve **Primary Goal #1**.

- RRS will draft descriptive written scopes of service documents for the proactive preventative maintenance, emergency maintenance and rapid response services for any motors, conveyors, sorters, bailers, etc. which are components of the overall MRF processing train. The written scopes must be submitted electronically in Microsoft Word format so that can be merged with LFUCG standard front end and contract language.
- RRS will assist division staff in the selection of qualified contractors / vendors capable of providing some or all of the requested services.
- As directed, RRS will assist the Division of Waste Management in effectively implementing proactive equipment maintenance and/or rehabilitation strategies. Assist the division in utilization of the PM software system to begin tracking life-cycle data on equipment ... with a long-term strategy geared toward accomplishing Primary Goal #1.

#### **FUTURE WORK**

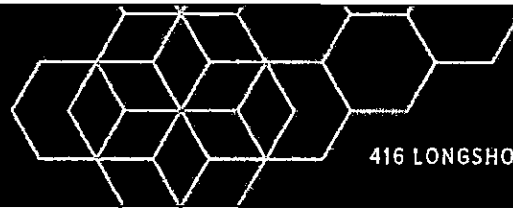
As the project takes shape in the coming months, RRS and Paladin will foster a collaborative and cooperative plan with LFUCG's Division of Waste Management in order to anticipate and respond to emerging work. In this way, the Project Team will assist LFUCG's Division of Waste Management to shift from a reactive into a proactive operations management style.

#### value adds

RRS staff have extensive experience, not only in MRF construction and Preventative Maintenance, but also in operational assessments and performance reviews across America and Canada. In supporting LFUCG's Division of Waste Management with the stated Tasks, the RRS team will also be able to provide expert insights into improving the overall operational efficiency of the MRF. How the MRF is operated – in terms of feedstock, throughput, staffing as well as maintenance – all have direct impacts on the life expectancy of the facility. RRS and Paladin are eminently qualified to provide guidance on better/best practices related to the "means and methods" of optimal operations. Moreover, Primary Goal #1 seeks to improve maintenance, maximize equipment lifecycles and reduce preventable downtime; our extensive operational experience will be able to assist in the identification of practices and protocols that could serve to achieve this Goal.

#### project timeline

The RRS and Paladin team will work with LFUCG Division of Waste Management to set up a start date and develop a timeline for Task 1 and the overall project.

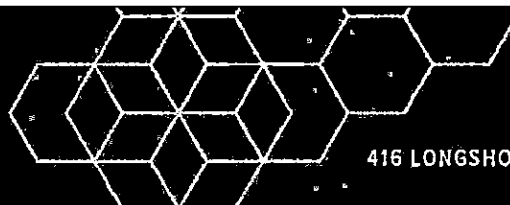


## project budget

In preparing a budget for this scope of work, RRS has adhered to the direction specified in the RFP Solicitation to submit a total fee estimate for Task 1 and its subtasks described above. Additional task costs will be determined in connection with LFUCG project staff, assigned, and budgeted with future written Task Orders.

As noted above, not all project personnel listed earlier will have a role in Task 1. The following staff have been identified to do this work. Total fee estimate for Task 1 is \$24,855 based on the following calculation. This can be refined with further clarification about expectations for monthly meeting attendance from LFUCG. We want to caution that this is, as requested, an estimate, and we are willing to revise based on feedback from LFUCG about your needs.

Staff	Kerry Sandford	Candice Rogers	Richard T. Burks	Mark Zoller
Role	Project Manager Senior Engineer	Principal Senior Engineer	Senior Engineer	Commissioning Authority
Rate	\$142	\$150	\$150	\$125
Monthly Meetings (up to 10 hours)	4.5		4.5	
Kick-off, Inspect, Discuss w/Staff	8	4	8	
Determine Design Approach	8	4	8	8
Prepare Drawings and Bid Specs	4	4	8	20
Construction Admin	4	4	16	4
Project Management	20			
Travel Time (est. 3 trips to Lexington, bills at half rate)	33			
<b>Task 1 Estimated Total Hours</b>	<b>81.5</b>	<b>16</b>	<b>44.5</b>	<b>32</b>
Expenses	\$2,100		\$450	
<b>Task 1 Estimated Cost</b>	<b>\$11,330</b>	<b>\$2,400</b>	<b>\$7,125</b>	<b>\$4,000</b>



# FINANCIAL CAPABILITY AND INSURANCE

RRS is wholly owned and operated by nine managing partners. The company currently employs a diversified workforce of over 40 people throughout the United States, Canada, and Europe. RRS is not involved with any current lawsuits, legal actions or governmental investigations against our company. In addition, RRS has not experienced a bankruptcy or reorganization due to financial hardship.

RRS employs a multi-layer financial control and reporting approach. Year-end reports are compiled annually and reported for income tax purposes by our outside accounting firm, WSR Certified Public Accountants. The results prepared by WSR Certified Public Accountants for the Internal Revenue Service (IRS) are reconciled at least quarterly with our staff accountant and our day to day accounting team.

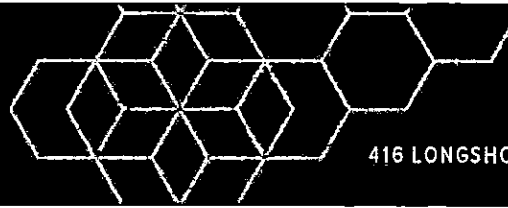
## licensure

RRS will obtain a Lexington-Fayette Urban County Government business license upon contract award.

## insurance

RRS carries the following insurance coverage and can furnish this certificate upon project award:

- General Liability: \$2,000,000 (general aggregate); \$1,000,000 (each occurrence)
- Professional Liability: \$3,000,000 (general aggregate); \$2,000,000 (each occurrence)
- Automobile Liability: \$1,000,000
- Worker's Compensation: \$1,000,000



# COMPANY PROFILES

## about rrs

RRS is composed of strategists, engineers, economists, technical analysts, and communications specialists. We work with clients across the United States, Canada, and Europe.

**30+**  
YEARS IN RECYCLING  
AND MANAGING  
RESOURCES

**660+**  
YEARS  
COMBINED  
FIELD EXPERIENCE

**40+**  
EMPLOYEES  
THROUGHOUT  
THE WORLD

**1,000+**  
PROJECTS  
ACROSS 9  
MARKETS



## project management approach

New projects are accepted only if the firm has the bandwidth to provide proper support and a quality deliverable. Projects are led by project managers who build a group of team members with core competencies from across several disciplines and areas of expertise. The project manager maintains the project work plan, schedule, quality review, and budget, and is responsible for acting as a clearinghouse for all client communication. For each project, the project manager transitions our scope of work to a work plan, where clearly defined roles and responsibilities of all project contributors and sub-contractors (if applicable) are outlined. Using a planning matrix, the work plan is translated into a detailed timeline with deliverables. The vice president of operations oversees the allocation of project hours across the firm to ensure proper capacity and workload.

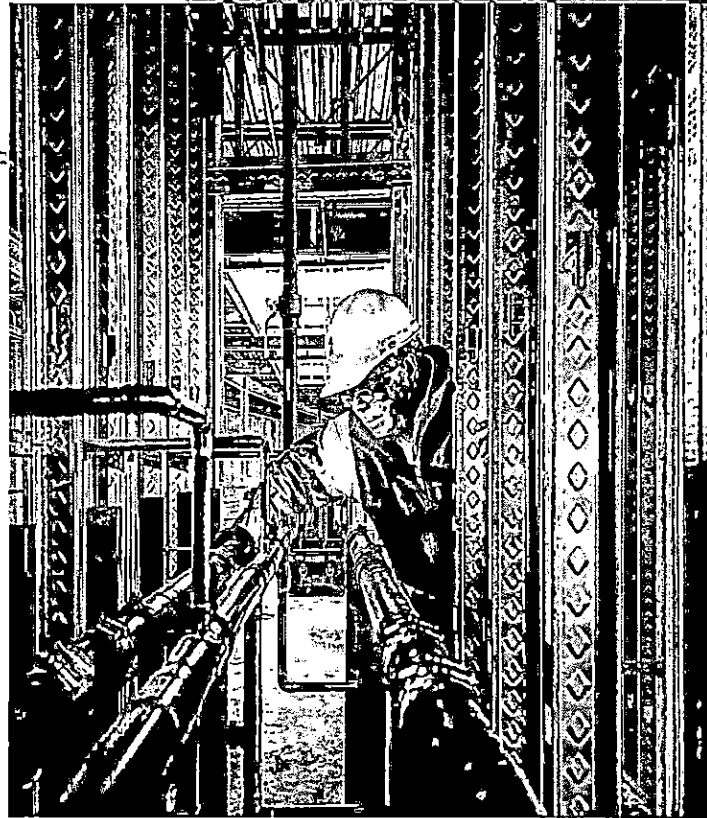
RRS utilizes project- and data-management software to manage project task and resource allocation, timesheets, and budgets, as well as platforms for web conferencing, file-sharing, and co-editing. To ensure strength of data management, analysis, and deliverables, we utilize internal quality assurance and control protocols including extensive multi-level internal reviews of all work products. RRS has the demonstrated ability to nimbly adjust project approach as necessary and employs a change order process for work scope or funding adjustments to ensure transparency and clarity of the project.

# FIRM PROFILE

Paladin, Inc. is not your typical Engineering firm. Our engineers focus on making systems, processes, and people work. The emphasis here is Operations, where we deploy what it takes to get the performance and achievement needed by our clients. That means that our services summaries don't fit in a nice little box on a shelf. They blur lines reflecting the needs and objectives of the Project. Comfortable with professional and technical roles, Paladin brings the team to the table to get the task accomplished whether that's process improvement, new build, verification testing, training, or even program design.

## PALADIN'S EMPHASIS IS ON OPERATIONS.

For these reasons, Paladin adopted the tag line **"Game changer in building systems.™"** Never satisfied with the status quo, a game changer works tirelessly to surpass expectations by dramatically changing the course, strategy, and character of a project. Paladin changes the game as a matter of course, utilizing specific capabilities to transform projects, benefiting our client through innovative engineering and related services.



### Service offerings include:

- MEP Design
- Controls Design
- Process Design
- Commissioning – MEP
- Commissioning – Building Envelope
- Monitoring Based Commissioning
- Controls Integration
- Enterprise Building Automation Systems Program Development
- Building Information Modeling (BIM) and 3-D Coordination Drawings
- MEP and Building Envelope Testing
- Building and Equipment Assessments
- Maintenance and Operations Assessments
- Operations Training and Documentation
- Operations Support and Management
- LEED Administration
- Technical Equipment Procurement
- Program Management



# OUR SERVICES COMMISSIONING

The building commissioning discipline has been transforming an increasing number of construction projects as owners realize the value of seamlessly integrated building systems. Diligently applied, commissioning consistently reduces construction change orders, overall construction costs, contractor call backs, and energy costs for new and existing buildings alike. It is impacting the entire span of building projects including:

- New Construction
- Existing Building/Retro-Commissioning
- Ongoing
- Whole Building
- Monitoring Based Commissioning
- Mechanical, Electrical, Plumbing
- Fire Suppression and Life Safety
- Security
- Controls
- Building Envelope



## **Commissioning work includes these facility leaders:**

1. University of Kentucky
2. University of Louisville
3. Kentucky Community and Technical College Systems
4. Berea College
5. CHI Health
6. Rockcastle Hospital
7. Mortenson
8. The Webb Companies
9. CRM/DWW
10. Lexington Fayette Urban County Government
11. Louisville Metro Government
12. Louisville Free Public Library
13. Education Realty Trust, Inc.
14. University of Kentucky Healthcare
15. Commonwealth of Kentucky: Department of Mechanical Services
16. Commonwealth of Kentucky: Division of Military Affairs
17. US Army Corps of Engineers



# OUR SERVICES ENGINEERING

Paladin's design engineering includes value added, technical solutions and construction administration. Consideration of the use and application of designed and installed systems is a hallmark of our projects. Attention to constructability and operability improves the transition from Construction to Warranty. Specializing in industrial and manufacturing related projects means that we understand the project is not finished until it is working.

Design services encompass:

- Industrial infrastructure
- Industrial process
- Industrial automation
- Process systems
- Building Automation Systems
- Existing Building Improvements
- Central Utility Plants
- Mechanical, Electrical, Plumbing



PALADÍN

RFP #10-2019  
PROGRAM MANAGEMENT SERVICES FOR  
MATERIALS RECOVERY FACILITY (MRF)  
LEXINGTON-FAYETTE URBAN CO. GOVERNMENT



## **Design work includes these facility leaders:**

1. Cardinal Health
2. Daimler
3. FedEx
4. CMC/CLA
5. Washington Penn Plastics
6. SRC of Lexington
7. Mountain Telephone
8. Kentucky Community and Technical College Systems
9. Berea College
10. Rockcastle Hospital
11. Lexington Fayette Urban County Government
12. Louisville Metro Government
13. Commonwealth of Kentucky: Department of Mechanical Services
14. Commonwealth of Kentucky: Division of Military Affairs



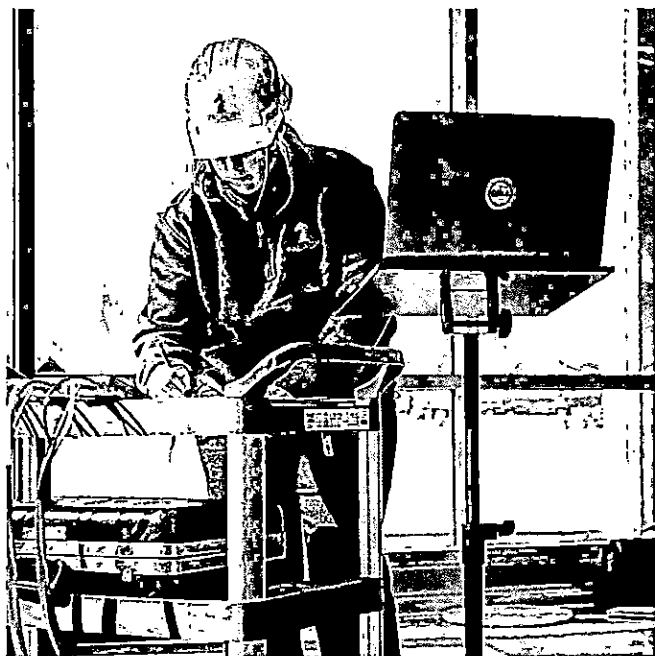


# OUR SERVICES

## TECHNICAL SERVICES

Pursuing the Building Owner's strategy and end goals, Paladin's Technical Services seamlessly mesh the Designers' ideas and the Contractors' handiwork to fully optimize building value and profitability. These engineering related services help move initiatives and projects forward with support from our team of hands-on professionals on a vast array of technical systems including:

- Controls Integration
- Enterprise Building Automation Systems Program Development
- Building Information Modeling (BIM) and 3-D Coordination Drawings
- MEP and Building Envelope Testing
- Building and Equipment Assessments
- Maintenance and Operations Assessments
- Operations Training
- LEED Administration
- Technical Equipment Procurement



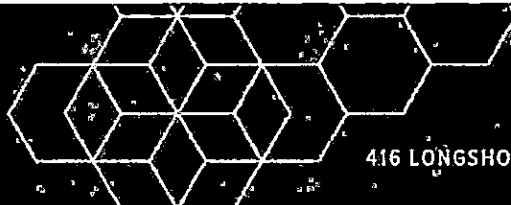
PALADIN

RFP #10-2019  
PROGRAM MANAGEMENT SERVICES FOR  
MATERIALS RECOVERY FACILITY (MRF)  
LEXINGTON, FAYETTE/URBAN CO. GOVERNMENT



### Clients who value these services include:

1. Kentucky Community and Technical College
2. Commonwealth of Kentucky - Division of Facility Efficiency
3. Commonwealth of Kentucky - Office for Workforce Development
4. Commonwealth of Kentucky - Division of Military Affairs
5. Commonwealth of Kentucky - Department of Mechanical Services
6. Berea College
7. Rockcastle Hospital
8. Lexington Fayette Urban County Government
9. Louisville Free Public Library
10. Education Realty Trust, Inc.
11. Wendy's
12. Tiffany's
13. Highland Cleaners
14. Energize Kentucky
15. DH Elliott
16. DW Wilburn
17. Besco
18. St. Joseph Hospitals
19. Fayette Co. Public Schools
20. WDJ Industrial Group



recycle.com

416 LONGSHORE DRIVE, ANN ARBOR, MI 48105

3.19.2019

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

To Whom It May Concern:

As requested in Lexington-Fayette Urban County Government RFP 10-2019, Resource Recycling Systems is submitting the following documents to your office:

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

These documents have also been included in our proposal package submitted to Todd Slatin, Purchasing Director Lexington-Fayette Urban County Government.

Please contact our office with any questions or concerns at the following phone number: 734.996.1361 or email [info@recycle.com](mailto:info@recycle.com)

Sincerely,

A handwritten signature in cursive script, appearing to read "Erin Hachtel".

Erin Hachtel, Proposal Manager  
Resource Recycling Systems  
[ehachtel@recycle.com](mailto:ehachtel@recycle.com)

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## 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.



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 10-2019

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Paladin, Inc. 121 Old Lafayette Avenue Lexington, KY 40502 859-252-3047 rogersc@paladinky.com	WBE	Engineering and Commissioning Services	Task 1 estimated costs \$13,075	10% Please note: RFP 10-2019 asked for costs to be estimated only on Task 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.

Resource Recycling Systems

Brianne Haven

Company

Company Representative

3/15/19

VP Operations

Date

Title



WOSB183392

CERTIFICATION NUMBER

01/02/20

EXPIRATION DATE

Certifies that:

**Paladin, Inc.**

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. Part 127 and has been certified as such by NWBOC an SBA approved Third Party Certifier pursuant to the Third Party Certifier Agreement, dated 06/30/11, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

PHYLLIS HILL SLATER  
Board Chair, NWBOC

541330

NAICS Code(s)

01/03/19

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

**WORKFORCE ANALYSIS FORM**

Name of Organization: Resource Recycling Systems

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		4	5													4	5
Professionals		11	13		2											11	15
Superintendents																	
Supervisors			2								1						3
Foremen																	
Technicians																	
Protective Service																	
Para-																	
Office/Clerical		1	5				1									1	6
Skilled Craft																	
Service/Maintenan																	
<b>Total:</b>		16	25		2		1				1					16	29

Prepared by: Elizabeth Hughes Team Resource Director Date: 03 / 12 / 2019  
 (Name and Title)

Revised 2015-Dec-15

## AFFIDAVIT

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

1. His/her name is Brianne Haven and he/she is the individual submitting the proposal or is the authorized representative of Resource Recycling Systems, 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.

  
\_\_\_\_\_

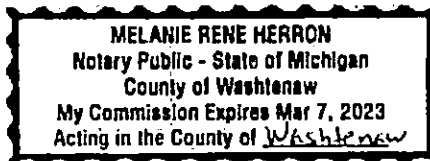
STATE OF Michigan

COUNTY OF Washtenaw

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Melanie Rene Herron \_\_\_\_\_ on this the 11th \_\_\_\_ day  
of March, 2019.

My Commission expires: 3/7/2023

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



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

*Brian A. [Signature]*  
\_\_\_\_\_  
Signature

*Resource Recycling Systems, Inc*  
\_\_\_\_\_  
Name of Business

**EXHIBIT D**

**Further Description of Basic Engineering Services**

**and**

**Related Services**