

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2023 between the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Strand Associates, Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Design of the Salt Dome and Associated Facilities at 1791 Old Frankfort Pike** as described in the attached **Exhibit A, RFP#66-2022, and Exhibit B, the Consultant's proposal**. The services are to include customary civil, sanitation, geotechnical, mechanical, structural, and electrical engineering services as related to the completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **Project**.

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

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

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

#### **1.1. General**

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

#### **1.2. Preliminary Design Phase**

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

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** Meet with **OWNER** to discuss the project requirements and proposed Scope of Services, and to conduct a project site visit.
- 1.2.3.** Review **OWNER**-provided existing information, including aerial photography imagery, GIS data, and limited digital topography.
- 1.2.4.** Prepare a preliminary site plan which shall include:
  - Site topography and existing site features (trees, utilities, property lines, easements, and drainage features) based on existing information.

- Proposed location of improvements, including salt dome location, stormwater conveyance and detention features, and traffic flow.
- 1.2.5. Prepare a preliminary opinion of probable construction costs (OPCC).
- 1.2.6. Review preliminary site plan and OPCC with **OWNER** and upon direction from **OWNER** to proceed, prepare preliminary drawings.

### 1.3. **Final Design Phase**

- 1.3.1. Contact Kentucky 811 to request utility line marking.
- 1.3.2. Conduct a topographic site survey including site utility features, topography, and property lines.
- 1.3.3. Conduct a geotechnical subsurface exploration via subconsultant for up to 12 soil borings, rock soundings, and report of findings.
- 1.3.4. Prepare construction drawings including existing site conditions, demolition, erosion control, grading and site layout, access road plan and profile, roadway cross sections at minimum 50 foot intervals, site utility plan and profiles, and landscape drawings.
- 1.3.5. Prepare Bidding Documents using **OWNER** provided front end documents, technical specifications, and engineering drawings.
- 1.3.6. Prepare final OPCC.
- 1.3.7. Prepare and submit applicable permits to construct improvements. Permits shall be paid for by **OWNER**.

### 1.4. **Bid Phase**

- 1.4.1. Assist **OWNER** with bidding phase. **OWNER** shall distribute Bidding Documents and lead the bidding process.
- 1.4.2. Respond to technical questions from Bidders.
- 1.4.3. Prepare responses for addenda.
- 1.4.4. Attend project prebid meeting.
- 1.4.5. Attend Bid opening, tabulate and analyze Bid results, and assist **OWNER** in the award of the construction contract.

### 1.5. **Construction Phase**

- 1.5.1. Review project shop drawing submittals.
- 1.5.2. Respond to contractor requests for information.
- 1.5.3. Assist **OWNER** in evaluating change orders.
- 1.5.4. Assist **OWNER** with final site walk through and development of Items to be Completed or Corrected list.
- 1.5.5. Prepare record drawings in electronic format based on the Contractor's field plan markups. **CONSULTANT** will not be liable for the accuracy of the record drawing information provided by contractor and **OWNER**.
- 1.5.6. Attend up to six construction progress meetings at two hours per meeting.

- 1.5.7. Provide resident project representative for part-time observation of construction for up to 162 hours. In furnishing observation services, **CONSULTANT's** efforts will be directed toward determining for **OWNER** that the completed project will, in general, conform to the Contract Documents; but **CONSULTANT** will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

## **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 render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish, or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

**SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence. See Schedule Exhibit A for the detailed project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

**SECTION 5 - PAYMENTS TO CONSULTANT**

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

**5.1.1 For Basic Services.**

**OWNER** shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding **one hundred ninety six thousand, seven hundred eighty dollars (\$196,780.00)**.



**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 as set forth in Section 6.5, "DISPUTES" of this Agreement.

**5.2. Times of Payment.**

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

**5.3. Other Provisions Concerning Payments.**

- 5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee; as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.
- 5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.
- 5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

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

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

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its sub-**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 sub-**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.

## **6.4. Successors and Assigns.**

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

**6.5. Disputes.**

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

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

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

**6.7. Security Clause.**

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

**6.8. Access to Records.**

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

may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

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

### **6.9.1. Definitions**

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

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

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

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

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

attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**6.9.3. Financial Responsibility**

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

**6.9.4. Insurance Requirements**

**6.9.4.1 Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.
- b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, 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**, unless **OWNER** waives requirement.
- c. **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.
- d. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

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

#### **6.9.4.3. Deductibles and Self-Insured Programs**

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 **OWNER** 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.



#### **6.9.4.4. Verification of Coverage**

**CONSULTANT** agrees to furnish **OWNER** 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 **OWNER** copies of all insurance policies, including all endorsements.

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

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

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

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

#### **6.9.6 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 **OWNER** may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating the work.

#### **6.10 Resident Services During Construction.**

The **OWNER** will furnish a Resident Project Inspector.

### **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. Limits of Liability, as described in Section 6.9.2., shall be \$4,000,000.00.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned George Milligan, Construction Supervisor, Commissioner's Office, Department of Environmental Quality and Public Works, (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. The following Exhibits are attached hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein is as follows:

1. Engineering Services Agreement
2. Exhibit A – RFP#66-2022
3. Exhibit B – Consultant's Proposal
4. Exhibit C – Certificate of Insurance

- 8.3. This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

**8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

**8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER:**  
**LEXINGTON-FAYETTE URBAN**  
**COUNTY GOVERNMENT**

**CONSULTANT:**  
**STRAND ASSOCIATES, INC.®**

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

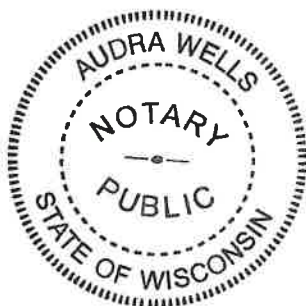
BY: Joseph M. Bunker  
JOSEPH M. BUNKER,  
CORPORATE SECRETARY

ATTEST:

\_\_\_\_\_  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Joseph M. Bunker, as the duly authorized representative for and on behalf of Strand Associates, Inc, on this the 21 day of February, 2023.

My commission expires: 9-25-2024.



Audra Wells  
NOTARY PUBLIC

**EXHIBIT A**

**RFP#66-2022**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #66-2022 Design Services for Salt Dome** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **December 13, 2022**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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



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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as 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.

### **AMERICAN RESCUE PLAN ACT**

#### **AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*



(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

*covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further



agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

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Signature

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Date

**SELECTION CRITERIA:**

1. Relevant experience and technical competence of the project team (30 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (15 Points)
4. Local employment of the project team (10 Points)
5. Project cost (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

*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.*

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*Signature*

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*Name of Business*

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**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																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<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)



**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@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@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 MWDDBE 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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

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

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.

- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by 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 BIDDER/CONTRACTOR'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

#### Safety and Loss Control

CONTRACTOR 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

BIDDER/CONTRACTOR 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

CONTRACTOR 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**

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704



## **Scope of Services**

### **Engineering Design, Construction, and Bid Documents**

#### **Salt Dome Site – 1791 Old Frankfort Pike, Lexington, Kentucky**

The Lexington-Fayette Urban County Government (LFUCG) is accepting qualification statements from interested Consulting Engineering firms for the development of construction plans, specifications and bid documents for a site layout and structure design for construction of a Salt Dome and associated facilities at 1791 Old Frankfort Pike, Lexington, Kentucky.

In 2019 the LFUCG awarded a RFP to EHI Consultants to perform an architectural/engineering site assessment and feasibility study for a new salt barn and associated support facilities. A copy of that study is attached as Exhibit "A". This RFP will implement Phase 1 & 2 of that study by developing the construction plans, specifications and bid documents for the construction of the recommend salt barn, a new training pad, and associated support facilities.

#### **1. General Project Description**

##### Site Work

The Consultant shall design and prepare construction plans, specifications, bid documents and obtain all permits necessary including all site work, which includes positioning of structures and other elements on the site; layout for vehicular movement and adequate parking; cost estimates.(See EHI Study Pages 28-31)

##### Salt Dome, Other Buildings, Surface Improvements

The Consultant shall, in consultation with the Department of Environmental Quality and Public Works (EQPW), evaluate various manufacturers' costs, construction times, and special requirements for a prefabricated salt storage dome with a 4,500 ton capacity and shall also consult with EQPW regarding all ancillary facilities at the site. The Consultant will coordinate all facets of the building requirements and site requirements, to allow bidding and awarding of a single contract that will result in a complete, fully functional site, ready for occupation and the intended use by the LFUCG.

#### **2. Design**

The Consultant shall prepare a preliminary site evaluation using, in part, existing information, provided by the LFUCG. This information shall be provided in either electronic format or printed reference. Electronic format

information shall include aerial photograph imagery, Geographical Information System (GIS) data, and limited digital topography. The preliminary site evaluation shall include a construction cost estimate.

Preliminary site evaluation plan shall include but not be limited to:

- a. Site topography and all existing features (trees, utilities, property lines, easements, and drainage features).
- b. Proposed location of all improvements, including but not limited to: location for salt dome, location of all stormwater routing features and detention facilities, and traffic flow on site.
- c. Preliminary estimate of all applicable costs.

After reviewing the preliminary site evaluation and cost estimate the LFUCG will direct the Consultant to develop preliminary plans. After review and acceptance of the preliminary plans and cost estimate the LFUCG will direct the Consultant to develop construction plans, specifications, contract documents and a detailed cost estimate necessary to bid and construct. Construction plans shall address all aspects of site preparation, parking facilities construction, stormwater facilities construction, salt dome erection, and facility utilities construction and connection.

The construction plans shall be developed in accordance with the current editions of the LFUCG Design Manuals and the Kentucky Building Code, and shall generally include the following items:

- a. All topography, including utilities and utility pole ownership information. All mapping will be the responsibility of the Consultant.
- b. Proposed regrade contours shall be shown on the plans.
- c. Cross sections at 50 foot intervals and all critical cross sections along the proposed access road.
- d. Approximate limits of disturbance.
- e. Approximate location of property lines with all owners and lessees owners shown. The Consultant is responsible for researching and obtaining final record plats and deeds on all affected properties, except as noted previously.
- f. Right-of-way lines and easements.
- g. Drainage and detention calculations. This shall include evaluation of water quality and Best Management Practices (BMP) credits per LFUCG Engineering Manuals.
- h. All geotechnical investigations for site evaluation and road construction to be utilized on the project, including but not limited to rock soundings and corings and soil borings will be the

responsibility of the Consultant. Soil borings for the site shall be at 50 foot spacing

- i. A geotechnical investigation containing a minimum of 12 exploratory borings shall be done generally within and/or along the perimeter of the salt barn footprint. A report shall be submitted complete with a plan identifying location, depth and characteristics of each boring. This report and accompanying plan sheets must provide all information needed for various building manufacturers to accurately determine foundation requirements and associated costs for their product on this particular site. The information is also to be incorporated into the construction plans for the use of the site general Contractor.
- j. A plan for recommended landscaping features and water quality plantings.
- k. A plan for erosion and sediment control as well as a Storm Water Pollution Prevention Plan utilizing BMP as described in the LFUCG Storm Water Manual.
- l. All necessary general and site-specific sheets, including those of the selected building manufacturer, required to construct the salt dome and accessory features. The building manufacture must have a Professional Engineering license in Kentucky certify the construction plans. As built plans certified by a licensed Professional Engineer in Kentucky shall be provided with acceptance of structure.
- m. Site facilities and general dimension for construction plans are described in Section 3- Detailed Cost Estimates. These features shall be included in the design.

The Consultant shall prepare all permits, along with all associated plans, reports or other submittals required to construct improvements and to allow LFUCG to perform the anticipated activities on the site, including but not limited to:

- a. "Kentucky General Permit" (KYR10)
- b. "Notice of Intent"(NOI) and "Notice of Termination"(NOT) for construction activity
- c. "General KPDES Permit for Storm Water Point Sources from Highway Maintenance and Equipment Facilities" (KYG500000) or Individual KPDS Permit as directed By LFUCG
- d. "Ground Water Protection Plan"
- e. Any federal EPA permits relative to Underground Injection Control (UIC)
- f. Permits from the Fayette County Health Department and, if required, the Kentucky Division of Water for the sewage disposal system.

- g. Fayette County Grading Permit as well as the NOI and NOT shall be prepared by the Consultant and submitted by the Contractor.

Any fees associated with these permits will be paid by the LFUCG.

### **3. Detailed Cost Estimates**

As stated previously, the Consultant shall prepare a preliminary cost estimate in conjunction with the preliminary site evaluation, and detailed cost estimates in conjunction with the preliminary plans and construction plans submittals.

Detailed construction cost estimates with the construction plan submittal shall include but not be limited to:

- a. Preparation of site for construction of a Salt Dome. The anticipated structure is a 90 foot diameter dome, with a floor system designed for storage and containment of road deicing material. A level asphalt pad shall be designed to accommodate a prefabricated structure having an approximate footprint of 90 feet in diameter' and containing no column..
- b. Location and construction for a stormwater detention basin for the purposes of water detention and water quality, to meet LFUCG and Kentucky Division of Water requirements.
- c. Power for the salt barn structure to supply a minimum of 200 amp service, with lines to be buried.
- d. Investigate all pertinent utilities, not previously described, evaluating accessibility and demand for proposed structure.
- e. Security features such as gates and fences, and area lighting, sufficient to secure the site.
- f. All other costs normally associated with site development.
- g. Allowance for phone connection to site facility.

### **4. Rights-of-Way and Easements**

It is anticipated that no right-of-way acquisitions are required for this project, and consequently, no acquisition plats.

### **5. Drawing Scales, Units, and Unit Conversion**

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds).

All drawings shall be prepared 22" x 34" to facilitate scalable half-size 11" x 17" Plans and conform to the follow scales:

- |                          |  |
|--------------------------|--|
| a. Site Plan             | 1" = 50' horizontal<br>1" = 20' vertical |
| b. Plan Sheets           | 1" = 20' horizontal                      |
| c. Profile Sheets        | 1" = 20' horizontal<br>1" = 2' vertical  |
| d. Cross sections sheets | 1" = 5' horizontal<br>1" = 5' vertical   |

## **6. Pavement Design**

The Consultant shall provide a pavement design based on the LFUCG Division of Engineering Roadway Manual. Consideration shall be given to utilizing multiple pavement design with regards to the site and circulation through out the site and access road. The Consultant shall be responsible for a geotechnical investigation as outlined in the LFUCG Division of Engineering Roadway and Geotechnical manuals.

## **7. Plans, Specifications, and Contract Documents**

Plans, construction specifications, and other pertinent bid documents as required by the Lexington-Fayette Urban County Government shall be prepared by the Consultant and shall be reviewed by the Lexington-Fayette Urban County Government Department of Environmental Quality and Public Works, Division of Water Quality and Division of Streets & Roads. The design will be reviewed in three principal submittals: a preliminary site evaluation, preliminary plans and construction plans.

The preliminary site evaluation shall include, but not be limited to: a site plan showing existing topography (as provided in part by GIS and LFUCG), existing utilities and infrastructure, street addresses, proposed drainage improvements, footprint of building and accessory structures, preliminary location of sewage disposal facilities, and a cost estimate. No specifications or contract documents need to be submitted with the preliminary site evaluation.

Upon written approval of the preliminary site evaluation, preliminary plans preparation may begin. Preliminary plans shall contain, but are not limited to: cover sheet, existing topography, existing utilities and infrastructure, street addresses, proposed access road profile, proposed typical sections,

proposed drainage improvements, critical cross sections, footprint of building and accessory structures, preliminary location of sewage disposal facilities, preliminary geotechnical findings (i.e. rock soundings) and a cost estimate. Preliminary plans shall be so identified; the Consultant shall deliver sufficient paper copies to the Department of Environmental Quality and Public Works. A draft of the specifications and contract documents shall also be provided.

Upon written approval of the preliminary plans, construction plan preparation may begin. Construction plans shall contain the completed and approved information provided by the preliminary plans. Construction plans shall also include, but are not limited to: a cover sheet, quantities summary, general notes, construction notes, information on utility delivery to the site, site plan sheet, plan and profile sheets incorporating geotechnical results, cross section sheets, pipe sheets, reference points, detail sheets, typical sections, and geotechnical sheets from the report. All general information, all site-specific information and all proprietary information necessary to construct the salt dome and all accessory features is to be included. All design elements previously listed in this Scope of Services will be included in the Construction Plans. All sheets shall be generated via computer aided drafting. Approved construction plans shall be submitted in an electronic format as specified in LFUCG's Digital Submission Policy. Sufficient paper copies shall be delivered to the Lexington Fayette Urban County Government and all utility companies. Final versions of specifications and contract documents shall also be submitted in electronic and paper formats.

#### **8. Utility Company Coordination**

There are known utilities in the vicinity of the Project. The Consultant will meet and coordinate with all affected utility companies, as necessary to minimize disturbance to utilities and underground lines and to facilitate the Project. The Consultant will obtain from all affected utility companies a written accounting of reimbursable utility relocations required.

The Consultant shall coordinate with the utility companies regarding furnishing services to the site and determining firm costs associated with their installation.

#### **9. Bid Phase**

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period

- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award

Distribution of plans and documents to bidders and planrooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software

## **10. Construction Phase**

The LFUCG Department of Environmental Quality and Public Works will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested
- Provide an hourly rate for making weekly inspections (assume 25 weekly inspections at 4 hours of field time and 2 hours of office time) and attending periodic coordination meetings (plan for 6 coordination meetings at 2 hours).

## **11. Schedule and Completion**

The Consultant shall meet milestones as provided in the following schedule. Working days show are counted from the date that a written notice to proceed is received by the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of progress meetings shall be at either the site of proposed improvements, or at the offices of the LFUCG Department of Environmental Quality and Public Works, as appropriate.



Submit preliminary site evaluation	30 days
Joint meeting to review preliminary site evaluation	35 days
Submit permits & preliminary plans to LFUCG	75 days
Review permits & preliminary plans	85 days
Submission of construction plans and permits	110 days
Meeting to review construction plans	120 days
Submission of completed construction plans	130 days

## 12. PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team (30 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (15 Points)
- Local employment of the project team (10 Points)
- Project cost (15 points)

## 13. Method of Invoice and Payment

The Consultant may submit up to six invoices. Three invoices during the design and three during the construction. The first invoice may be submitted after completion of preliminary site evaluation and joint meeting

and shall not exceed 30% of the design cost total. The second invoice may be submitted after preliminary plans are received and shall not exceed 70% of project design cost. The third invoice shall be submitted after construction plans, contract and bid documents have been completed and accepted and shall not exceed 90% of the design cost. The fourth, fifth and sixth invoices may be submitted during construction, based upon the accrued time for shop drawing acceptance and hours of work completed. Should project funding fail to materialize within a reasonable period of time, the LFUCG will consider releasing final payment for work completed to date.

**14. Miscellaneous**

All plans and accompanying documents are subject to review by various local, state and possibly federal agencies. The Consultant shall be responsible for incorporating comments and requirements of all such agencies into all contract documents.

**15. Sample Agreement/Contract**

Please include your firm's sample agreement/contract with your proposal.

# **NEW SALT BARN SITE ASSESSMENT AND FEASIBILITY STUDY**

## **ARCHITECTURAL AND ENGINEERING DESIGN**



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August 16, 2019

### **PREPARED FOR:**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG):  
DIVISION OF STREETS & ROADS

### **PREPARED BY:**

**EHI CONSULTANTS**



IN PARTNERSHIP WITH:  
BRANDSTETTER CARROLL INC

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# 1 EXECUTIVE SUMMARY

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The Lexington-Fayette Urban County Government (LFUCG) Division of Streets and Roads (Streets & Roads) maintains all city and county roads, except for those that are part of the state and federal highway system. Streets & Roads repairs potholes and intersection curbs, removes snow, sweeps streets, installs sidewalk handicap ramps, provides routine and emergency servicing of storm sewer drains, and maintains certain bridges and creeks within the LFUCG urban service area. Streets & Roads operates out of their 9.7-acre campus located at 1971 Old Frankfort Pike. Much of the campus sits on top of the western portion of the former Old Frankfort Pike Landfill, which was fully capped in 2002. The only parts of the campus not on top of the former landfill are the current main entrance shared with the Lexington Police Department (LPD), the existing salt barn, Building #1, and roughly one half of Building #2 (See Appendix A-1).

In recent years, the age and condition of the buildings and certain other major site constraints have negatively impacted operations. The most critical of these concerns is the existing salt barn. According to a September 2018 structural report by R. E. Jackson Engineers, during an assessment conducted in August 2018, the salt barn was found not to be in imminent danger of collapsing. The corrections and strengthening of the salt barn's key elements were completed in October 2018. Another structural assessment is scheduled to take place in August 2019, and to further extend the service life of the salt barn, any additional corrections, strengthening, and final determinations will be decided after the assessment.

Given the current deteriorating condition of the salt barn, in March of this year, LFUCG issued a Request for Proposals (RFP). The objective of this RFP was to contract with an architectural/engineering firm to perform a Phase 1 site assessment and feasibility study for a new salt barn and associated support facilities. The RFP notes that the same firm might be contracted to design and construct the salt barn and associated facilities in Phase 2, but Phase 2 could only proceed with LFUCG funding and authorization. In March of this year, EHI Consultants was selected in the RFP evaluation process to perform the Phase 1 site assessment and feasibility study.

After performing the feasibility study, EHI Consultants recommended that a 4,500-ton salt dome be constructed to replace the existing salt barn. The salt dome is preferred over a traditional gambrel barn due to its lower cost and lesser impact on the landfill cap. As compared to a 3,000-ton salt dome, a larger 4,500-ton salt dome offers 50% more capacity for less than \$100,000 in total construction costs of constructing a 3,000-ton salt storage facility. With historical annual salt usage for Lexington, KY around 12,000 tons, 11,500 tons will be under cover when combined with the 7,000-ton West Hickman salt barn.

Additionally, a new 4,500-ton salt dome would provide the following benefits:

- Eliminate the need for outside salt storage and reduce the possibility of fines from the U.S. Environmental Protection Agency (EPA) and Kentucky Division of Water Quality (DWQ) for violations associated with salt runoff from salt that is now stored outside;
- Reduce risk of injury to employees, such as serious back and knee injuries that could result in workman’s compensation claims and lost work time, due to the tarping of the outside salt storage;
- Reduce an annual expenditure of approximately \$10,000 for manually tarping any outside piles;
- Meet future growth needs, as new developments, with associated new roads and lane miles, are continually being accepted into the city road maintenance program.

Furthermore, EHI Consultants completed preferred conceptual layouts and a cost estimate for the salt dome replacement facility and other major site improvements. The table below shows comparative Phase 1 construction costs, inclusive of the barn construction and accompanying roadways.

<b>CAPACITY</b>	<b>DOME DIAMETER</b>	<b>WALL HEIGHT</b>	<b>OVERALL HEIGHT</b>	<b>CONSTRUCTION TOTAL</b>
3,000 Ton	82'	8'	45'	\$792,884
4,500 Ton	90'	10'	53'	\$875,384
7,000 Ton	116'	8'	50'	\$1,012,884

*Phase 1 Cost Estimates Summary*

The table below shows the total construction costs for Phase 2 construction, which includes the addition of Waste Management’s training pad and adjacent access roads. Phase 3 construction includes future parking space expansion and the new Division of Streets and Roads building. Various supplemental project add-ons are included, but remain separate from total construction phasing costs (see Appendix B.5).

<b>CONSTRUCTION PHASE</b>	<b>CONSTRUCTION TOTAL</b>
Phase 2	\$1,596,062
Phase 3	\$3,800,278
Add-ons	\$594,242

*Construction Phasing and Cost Estimates*



## 2 INTRODUCTION

---

LFUCG retained the services of EHI Consultants to conduct a Phase 1 site assessment and feasibility study for a new salt barn and associated support facilities. The purpose of this study was:

- To determine the most suitable location for the salt barn and associated support facilities within the existing Streets & Roads campus at 1791 Old Frankfort Pike;
- To determine which facilities would replace the existing salt barn and excess salt storage areas; and
- To improve the overall functionality of the Streets & Roads campus.

During the study process, EHI Consultants:

- Evaluated the existing campus conditions;
- Identified the current campus constraints, mobility, and functionality, as well as additional campus needs;
- Determined how the campus operations relate to the existing campus uses and the uses of the surrounding areas;
- Evaluated the feasibility of different salt barn types;
- Developed the preferred and alternate conceptual layouts; and
- Estimated the cost of the salt dome replacement facility and other major site improvements.

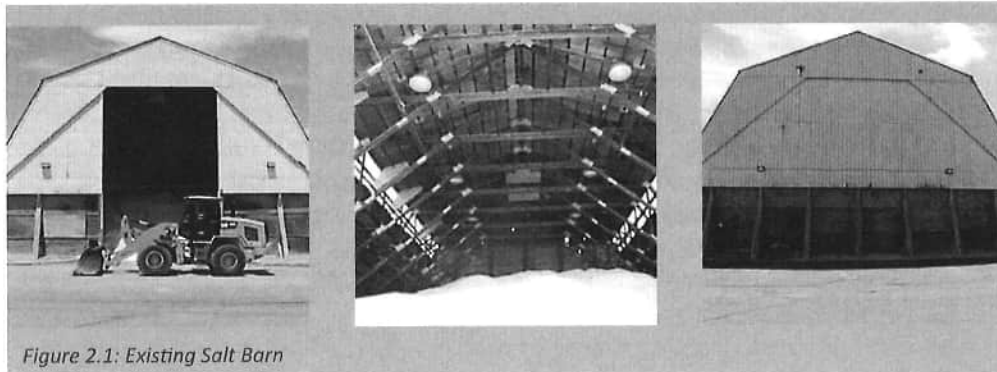


Figure 2.1: Existing Salt Barn

# 3

## EXISTING SITE CONDITIONS

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Prior to the study, EHI Consultants identified the existing project site conditions, constraints, and needs. These considerations were used to develop the preferred and alternate conceptual site layouts.

### *Project Location*

The project area of the proposed salt barn is on the current 9.7-acre Division of Streets and Roads campus. Much of the campus sits on top of the western portion of the former Old Frankfort Pike Landfill, which was fully capped in 2002. The only parts of the campus that are not on top of the former landfill are the current main entrance shared with the LPD, the existing salt barn, Building #1, and roughly one half of Building #2. The overall site layout map (see Appendix A.1) shows the outline of the former landfill in relation to the current campus layout. Some of the major features include:

- Drainage and erosion control improvements;
- A stormwater retention basin;
- A 12-inch compacted clay barrier cap;
- Asphalt areas for Streets & Roads maintenance equipment and LFUCG Waste Management (WM) training;
- Leachate collection and gas management systems; and
- Two reinforced concrete material handling pads, intended to be the foundations for future buildings.

The current salt barn, a wooden gambrel structure constructed in 1994 that has a service life of 25 years, and two facility buildings were constructed on the campus before the landfill was capped in 2002. According to a September 2018 structural report by R. E. Jackson Engineers, during an assessment conducted in August 2018, the salt barn was found not to be in imminent danger of collapsing. The corrections and strengthening of the salt barn's key elements were completed in October 2018, and another structural assessment is scheduled to take place in August 2019 (see Appendix C.1 and C.2). Additional corrections and strengthening will likely be completed after the assessment.

An asphalt area was installed over the eastern portion of the former landfill site in 2015 for the LPD. For a more detailed existing site plan, see Appendix A.1.



Figure 3.1: Existing Site

### ***Zoning and Setbacks***

The project area currently has an I-2 (heavy industrial) zone classification. In Figure 3.2, the landfill area is shown with a red outline. Based on the landfill's location and its zone classification, a future structure with a minimum front yard setback requirement of 20 feet and a height limit of 75 feet and being used as LFUCG facilities, is exempt from the City's zoning regulations and adherence to zoning regulations should not be a factor in the site improvements.

### ***Soil Conditions***

Based on the U.S. Department of Agriculture soil survey, the project area's 12 inches of topsoil consist of silt and silt loam soils. There is a 12-inch compacted clay barrier cap under the topsoil, followed by a soil cover in between the landfill waste and the compacted clay barrier cap, as shown in the landfill record drawings. Due to the soil cover's varying depths, the landfill waste may be found, in certain areas, as shallow as 25 inches under the surface of the project area (see Appendix B.6).



Figure 3.2: Zoning

## 4 EXISTING SITE CONSTRAINTS

The following major site constraints were identified and used to develop the preferred and alternate conceptual site layouts.



Figure 4.1: Landfill Gas Management System Vent



Figure 4.2: Landfill Gas Management System Vent

### LANDFILL CONSTRUCTION

The most significant site constraint is that it sits on a former landfill. As landfill waste material is constantly settling, the surface can become unstable. This limits development and the type and intensity of any recommended construction project. If any new construction were to penetrate the barrier cap, such as would be the case for the recommended salt dome, additional approvals would be required from the Kentucky Division of Waste Management (KDWM). However, the only documentation that would need to be presented for this approval is a cover letter requesting permission for the construction to penetrate the barrier cap, as well as the salt dome plans, details, and specifications.

The proposed site improvements include new paved areas and drainage improvements that would be sited over the landfill. They would need to be constructed without penetrating the existing terrain in order to minimize impact to the landfill cap and leachate collection and gas management systems.

Additionally, the LFUCG Division of Water Quality would need to evaluate the impact of saltwater runoff on the landfill leachate and approve the measures to contain the runoff. This is because of the leachate that is currently being pumped into the Town Branch Wastewater Treatment Plant.

## LIMITED SPACE FOR NEW FACILITY

The most suitable and developable landfill sites were identified during the initial construction of the Streets & Road campus. The topography of the remaining undeveloped landfill surface limits placement options for the new salt barn. With the weight of the recommended structure being 4,500 tons, it would require construction on a portion of the site that is more suitable for development.

Most of the undeveloped areas that are near the current Streets & Road campus are too steep for the proposed structure. Although there are more topographically suitable undeveloped landfill surfaces, they are located too far from the campus.

The most suitable locations for the proposed structure have been determined to be:

- On the concrete material handling pads;
- On the Streets & Road maintenance equipment area; and
- On the LFUCG WM training asphalt area.

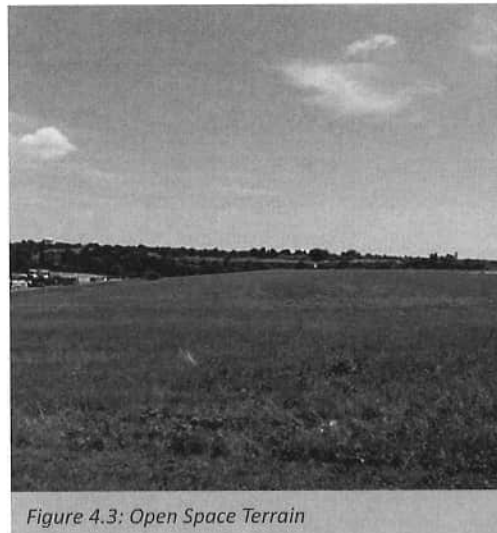


Figure 4.3: Open Space Terrain

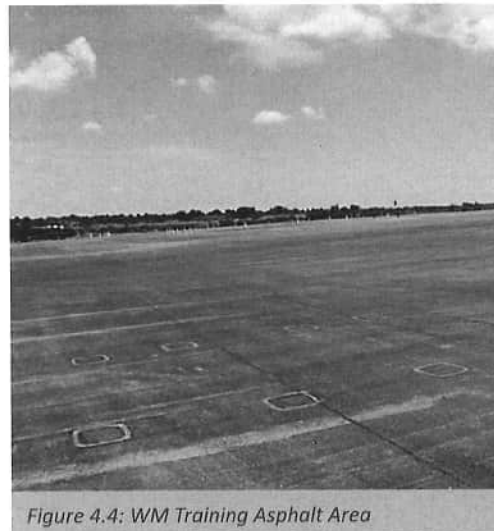


Figure 4.4: WM Training Asphalt Area

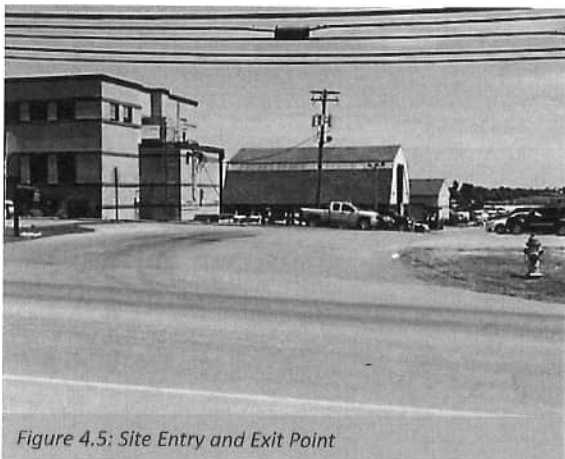


Figure 4.5: Site Entry and Exit Point



Figure 4.6: Existing Concrete Material Handling Pad



Figure 4.7: Existing Concrete Material Handling Pad



Figure 4.8: S&R Maintenance Equipment Area

## SINGULAR ENTRY AND EXIT POINT AND VEHICULAR TRAFFIC

Currently, vehicular traffic has only a single entry and exit point onto the Streets & Road campus, and this point is shared with adjacent LPD and Kentucky State Police (KSP) facilities. Traffic flow in this area is congested during business hours, due to the high volume of cars, delivery trucks, and semi-trucks accessing the campus and police facilities, as well as the compacted driving paths. This congestion is exacerbated during snow removal and other special events due to a greater number of vehicles with less maneuverability.

## PARKING

The Streets & Road campus does not have adequate parking for its staff and visitors nor for those attending special events. While only 59 spaces are available, a minimum of 54 additional spaces — (14 for S&R staff and visitors and 40 for attendees of special events) — will be needed to satisfy parking requirements.

The paved area in front of the existing salt barn and the larger reinforced concrete material handling pad may be used for temporary parking only. During the winter months, the paved area in front of the existing salt barn is closed to provide adequate space for salt trucks to load and unload salt for snow removal activities. The larger reinforced concrete material handling pad is sometimes used as a temporary onsite storage area for excess salt.

Additional parking spaces may not be added within the Streets & Road maintenance equipment asphalt area due to a shortage of onsite storage areas.



## 5 ADDITIONAL PROJECT NEEDS

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The following additional project needs were identified and used to develop the preferred and alternate conceptual site layouts.

### *Relocation of the S&R Campus Material Storage Area (MSA)*

The most significant change under the study's scope of work would be the relocation of the material storage area (MSA) to be as close to the Streets & Roads campus as possible. The current MSA is located approximately three-quarters of a mile east of the Streets & Roads campus. The MSA currently functions as:

- Division of Streets and Roads staff parking;
- An equipment storage area for salt truck apparatus, street sweepers, leaf collection gear, and a surface storage area for blades); and
- A materials storage area for densely graded aggregate (DGA), pipes, and tiles.

According to a feasibility and site assessment study (*Lexington Fire Training Center Feasibility and Site Assessment Study, 2019*) that Brandstetter Carroll Inc. conducted for the LFUCG Fire Training Center (FTC), the FTC campus needs to be relocated to allow space for the current MSA to enhance their training facilities, accommodate new development, and allow for future expansion of the campus. Furthermore, the FTC campus' acquisition of the current MSA would facilitate mitigation of negative impacts from the Town Branch Trail redesign, as the Trail sits adjacent to the campus. The bridge used to access the current MSA will need to be replaced as well, as it does not meet the load capacity requirements for LFUCG Fire Department (LFD) apparatus (see Appendix C.3).

Streets & Roads has currently relocated nearly all their materials, equipment, and apparatus to the reinforced concrete material handling pads on their campus. Streets & Roads staff members have determined that the minimum required size for the new MSA would be 5 acres.



Figure 5.1: Existing Materials Storage Area (Highlighted in Green)



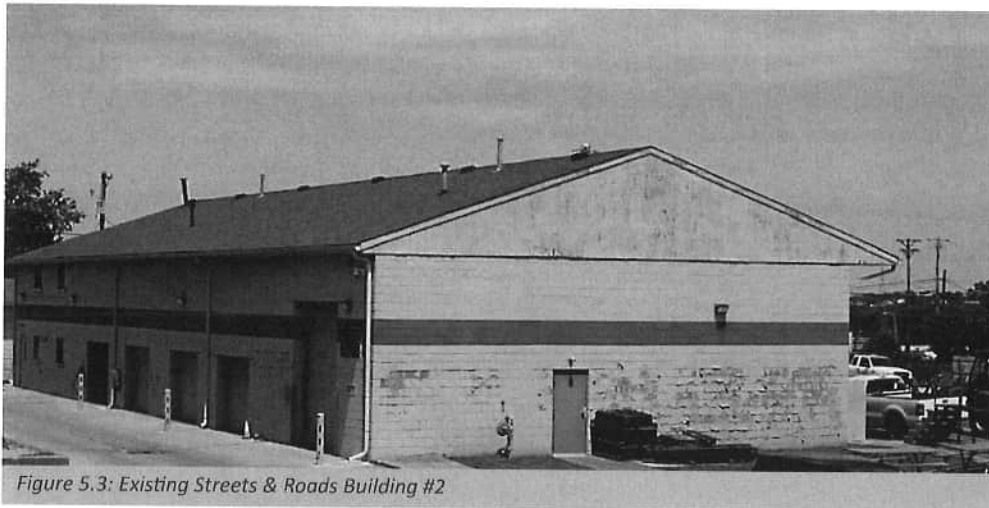
### *New Streets & Roads Building Construction*

Another significant change under the study's scope of work is the construction of a new building to replace Streets & Roads Buildings #1 and #2. Building #1 is now at least 50 years old, and part of Building #2's foundation is failing structurally due to its proximity to the landfill.

The new building would consolidate the functions of these two buildings, preferably outside of the landfill limits. Furthermore, after the construction of the new building, additional site improvements could be evaluated for the conceptual layouts, which would include the necessary additional parking.



*Figure 5.2: Existing Streets & Roads Building #1*



*Figure 5.3: Existing Streets & Roads Building #2*

## 6 PREFERRED SALT BARN STRUCTURE

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During the site assessment and feasibility study, the Design Team investigated various salt storage systems. Based on the salt storage capacity needs, site conditions, anticipated costs, and user involvement, a salt dome structure was identified as the most appropriate system. A traditional gambrel barn structure was also evaluated.

### *Salt Dome*

The floor and roof plans, elevations, and details for the proposed salt dome structure are shown in Appendix B.1 and B.2.

A salt dome has many benefits over other salt storage systems. It would have less impact on the subsurface landfill conditions, as salt dome foundations are usually 15" in depth. Additionally, a dome structure uses a smaller footprint to store the same amount of material as a rectangular "barn" structure and can be erected in less time. The circular footprint would also allow the building to be better sited during the planning phase to accommodate site circulation and prevailing winds, as the building outline may be rotated on the plans.

The recommended 4,500-ton dome structure has reinforced concrete walls that extend approximately 10' above the finished grade. The interior faces of the reinforced concrete walls are sealed to help prevent salt corrosion. Representatives from Streets & Roads suggested the interior faces be lined with plywood for greater protection against salt and loading equipment.

The life expectancy of the dome structure was determined to be 50 years, which is virtually the same as a rectangular barn structure. The asphalt roof expectancy is also virtually the same as a barn structure, at 25 years.

Due to corrosion concerns, a metal roof is not recommended. Also, due to longevity concerns, a fabric "covered wagon" roof structure is not recommended.

Throughout the site assessment and feasibility study, the Project Team worked closely with salt dome manufacturers who engineer, provide, and install such systems; in particular with, the Dome Corporation of North America and Bulk Storage, Inc. The salt dome structure would be pre-engineered based on specifications determined by Streets & Roads and the Project Team. The Project Team would provide information about recommended salt dome manufacturers to Streets & Roads and other affected LFUCG departments.

### *Traditional Gambrel Barn*

A gambrel barn-type facility was initially favored by LFUCG and Streets & Roads staff members as it was used for the West Hickman salt storage facility. This type of structure was also evaluated during the development of the preferred and alternate conceptual layouts and the cost estimate. It was eventually eliminated from consideration due to it requiring additional expenditures for pavement replacement or removal, and because it would have a larger foundation, door opening access, and loading clearance.



*Figure 6.1: Sample Gambrel Style Salt Barn*

## 7 PREFERRED SITE LAYOUT AND COST ESTIMATES

---

Based on site constraints and additional project needs, the recommended new salt barn was designed as a salt dome as the preferred option (see Appendix A.2). An alternate inset was developed to visualize the consolidation of the existing Streets & Roads Buildings #1 and #2 into a single building and the site for new parking spaces (see Appendix A.6). The following is a summary of improvements based on the current Streets & Roads campus layout.

### *Site Improvements*

The most important site improvement is the addition of new access roads and drainage improvements to facilitate the flow of vehicular traffic on the Streets & Roads campus. The purpose of a majority of the access roads is to channel all vehicular traffic to the new primary entrance to the campus, the WM asphalt training pad, and the LPD asphalt training pad via the reuse of the existing 20' entrance on Old Frankfort Pike. The existing primary entrance shared with the LPD facilities would become a secondary entrance. Multiple manual sliding gates would be installed in key locations to control vehicular traffic access.

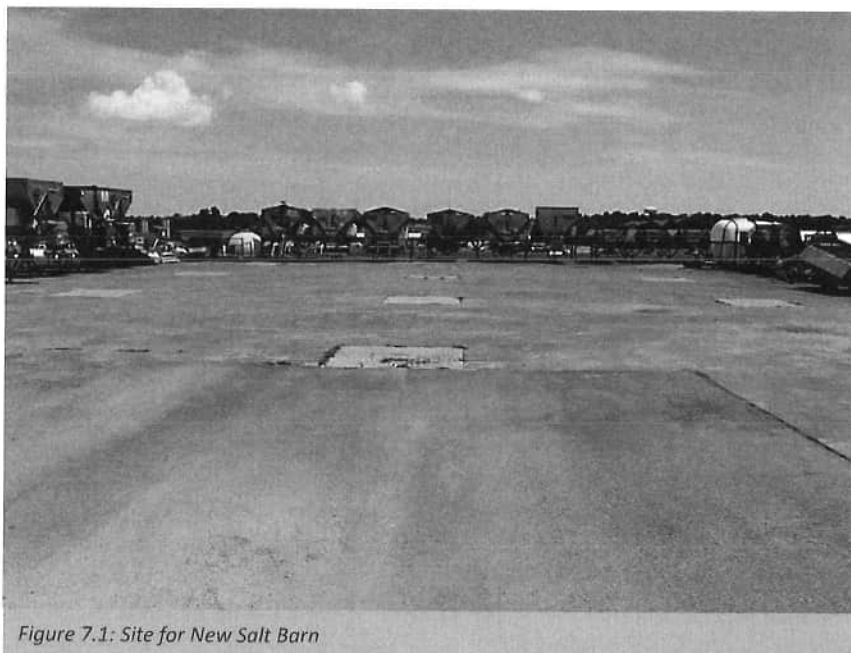
Any site improvements for the salt dome would have to be approved by the KDWM, but since the primary and secondary access points along Old Frankfort Pike currently exist, the Kentucky Transportation Cabinet (KYTC) would not require encroachment permits.

To relocate the MSA as close as possible to the Streets & Roads campus, Streets & Roads and WM Department agreed to a land swap. In exchange for Streets & Roads taking control of WM's existing training pad for their new MSA, a new training pad of a similar size would be constructed for WM use. After construction, Streets & Roads could relocate their materials and equipment and would have more efficient access to the new MSA and space for temporary parking. Perimeter lighting could be added to the new MSA to improve visibility at night and during inclement weather. In addition, a new one-way access road and manual swinging gate secondary entrance to the new WM asphalt training pad would be installed in the existing opening in the stone wall along Old Frankfort Pike.

The WM Department's training pad and its one-way access road must be constructed in consideration of the construction of the future Town Branch Trail, pending its final alignment.

### ***Salt Dome Location***

The salt dome would have an opening facing northeast and salt brine tanks would be constructed on the larger (200' × 100') existing reinforced concrete material handling pad. To preserve this concrete pad and save on construction costs, the entrance and its foundations would be erected within the asphalt entrance of the salt dome, just off of the concrete pad. Based on the Project Team geotechnical engineer's preliminary site evaluation, the larger existing reinforced concrete material handling pad should be capable of supporting the weight of the salt dome, the salt stored within it, and the salt brine tanks (*see full report in Appendix B.3*). In addition, based on the Project Team geotechnical engineer's calculations, the average load on the existing subgrade would be between 1,136 and 1,415 pounds per square foot (psf), depending on the capacity and dimensions of each dome structure, as shown in Table 7.1.



While the material handling pad has been designed to reduce its settling on the landfill, an adequate ventilation system should also be installed. This would supplement the removal of any gases that may collect in the case of damage to the high-density polyethylene (HDPE) pipe system that currently ventilates gases from under the material handling pad. Furthermore, the soils and landfill waste need additional analysis that includes borings to

develop a consolidation sediment analysis. Once the depths and condition of the soils and landfill waste have been determined during final design, the salt barn settlement could be calculated, and the entrance footing types could be designed.

In terms of utility improvements within the new salt dome's vicinity, a trench drain would need to be installed and connected to a nearby existing manhole. This trench drain would properly channel the small amount of saltwater runoff from the new structure and salt residues from the washing of vehicles and other equipment (see Appendix A.7). A freeze-proof hydrant and a hose would be installed at the location of the existing water line of the now-demolished Fayette County Attorney Driver Education Building in order to perform the washing. Alternately, a trench drain could be connected to a storm sewer inlet that drains directly into the landfill.

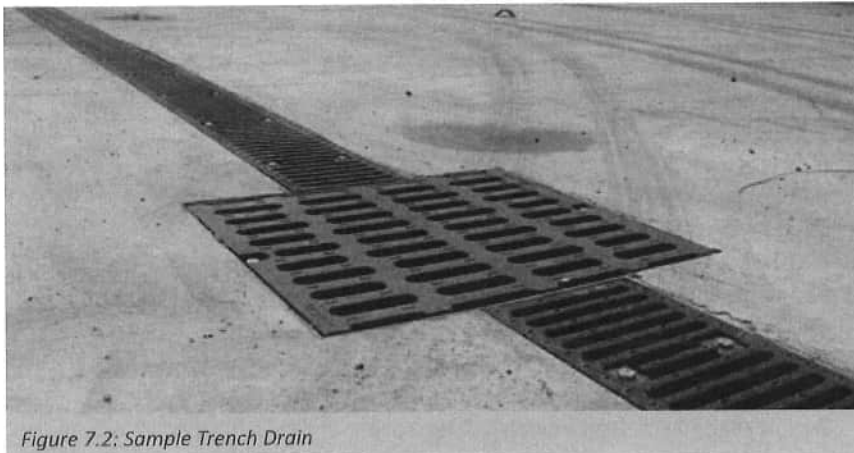


Figure 7.2: Sample Trench Drain

The goal is not to disturb the existing leachate collection and gas management systems, as shown in the landfill record drawings. While these systems may be crossed by the new storm drain system or the foundation driving piles, this disturbance and any others will be reviewed closely during the project's final design phase. Additionally, the cost estimate includes a contingency for these crossings and other disturbances that could impact the leachate collection and gas management systems.

Impacts of any trenching required to install salt dome lighting would also be minimized. A portion of the existing clean corridor utility trenches could be used for lighting installation.

As with the site improvements, the KDWM would need to approve any utility improvements for the salt dome.

### ***Onsite Parking Additions***

After the construction of the new salt dome, a greater number of permanent parking spaces would be available for Streets & Roads staff, visitors, and attendees of special events. Fifty-two (52) parking spaces could be added by grading and paving over the existing terrain (see Appendix A.5). After the construction of the Streets & Roads building that would replace existing Buildings #1 and #2, 44 parking spaces could be added by grading and paving over the site of existing Building #2 (see Appendix A.6). Additional permanent parking spaces could be created within the Streets & Roads maintenance equipment area once the materials and equipment currently stored were relocated to the new MSA.

### ***Project Add-Ons***

During the site assessment and feasibility study, the Project Team and Streets & Roads staff members identified three necessary items that have lower priority, which could be constructed in the future as project add-ons:

1. A 360' × 40' canopy to protect salt trucks and other sensitive equipment from the weather (see Appendix B.4) for the typical section)
2. The area of pavement, rock apron, and sodding within the Streets & Roads maintenance equipment parking area that must be replaced after the salt storage area is removed
3. A new 15,000-square-foot Streets & Roads building, with one half being a two-story administration/office section and the other a double-height maintenance bay/shop area

### ***Alternate Salt Barn Layout***

An alternate location was identified for the salt dome on the southern edge of new MSA. However, it was eliminated from consideration during the final stage of the site assessment and feasibility study due to its higher construction costs. This location would:

- Require the construction of a suitable foundation and concrete pad for the salt dome;
- Have a greater negative impact on the landfill cap through the construction of the foundation and concrete pad; and
- Have a greater negative impact on vehicular traffic circulation on the Streets & Roads campus.



## COST ESTIMATES

Cost estimates were developed for the preferred layout based on the 2018 KYTC Average Unit Bid Prices. Table 7.1 shows the total Phase 1 construction cost and dimensions of each size of salt barn. As compared to a 3,000-ton salt dome, a larger 4,500-ton salt dome offers 50% more capacity for less than \$100,000 in total construction costs. With historical annual salt usage for Lexington, KY around 12,000 tons, 11,500 tons will be under cover when combined with the 7,000-ton West Hickman salt barn.

Additionally, a new 4,500-ton salt dome would provide the following benefits:

- Eliminate the need for outside salt storage and reduce the possibility of fines from the U.S. Environmental Protection Agency (EPA) and Kentucky Division of Water Quality (DWQ) for violations associated with salt runoff from salt stored in the open;
- Reduce risk of injury to employees, such as serious back and knee injuries that could result in workman’s compensation claims and lost work time, due to the tarping of the outside salt storage;
- Reduce an annual expenditure of approximately \$10,000 for manually tarping any outside piles;
- Meet future growth needs, as new developments, with associated new roads and lane miles, are continually being accepted into the city road maintenance program.

Table 7.2 shows the total construction costs for Phase 2 construction (i.e., WM Department’s training pad and adjacent access roads), Phase 3 construction (i.e., the future parking space expansion and the new Division building), and the project add-ons. More detailed construction costs for all phases and project add-ons for the preferred layout are shown in Appendix B.5.

CAPACITY	DOME DIAMETER	WALL HEIGHT	OVERALL HEIGHT	CONSTRUCTION TOTAL
3,000 Ton	82'	8'	45'	\$792,884
4,500 Ton	90'	10'	53'	\$875,384
7,000 Ton	116'	8'	50'	\$1,012,884

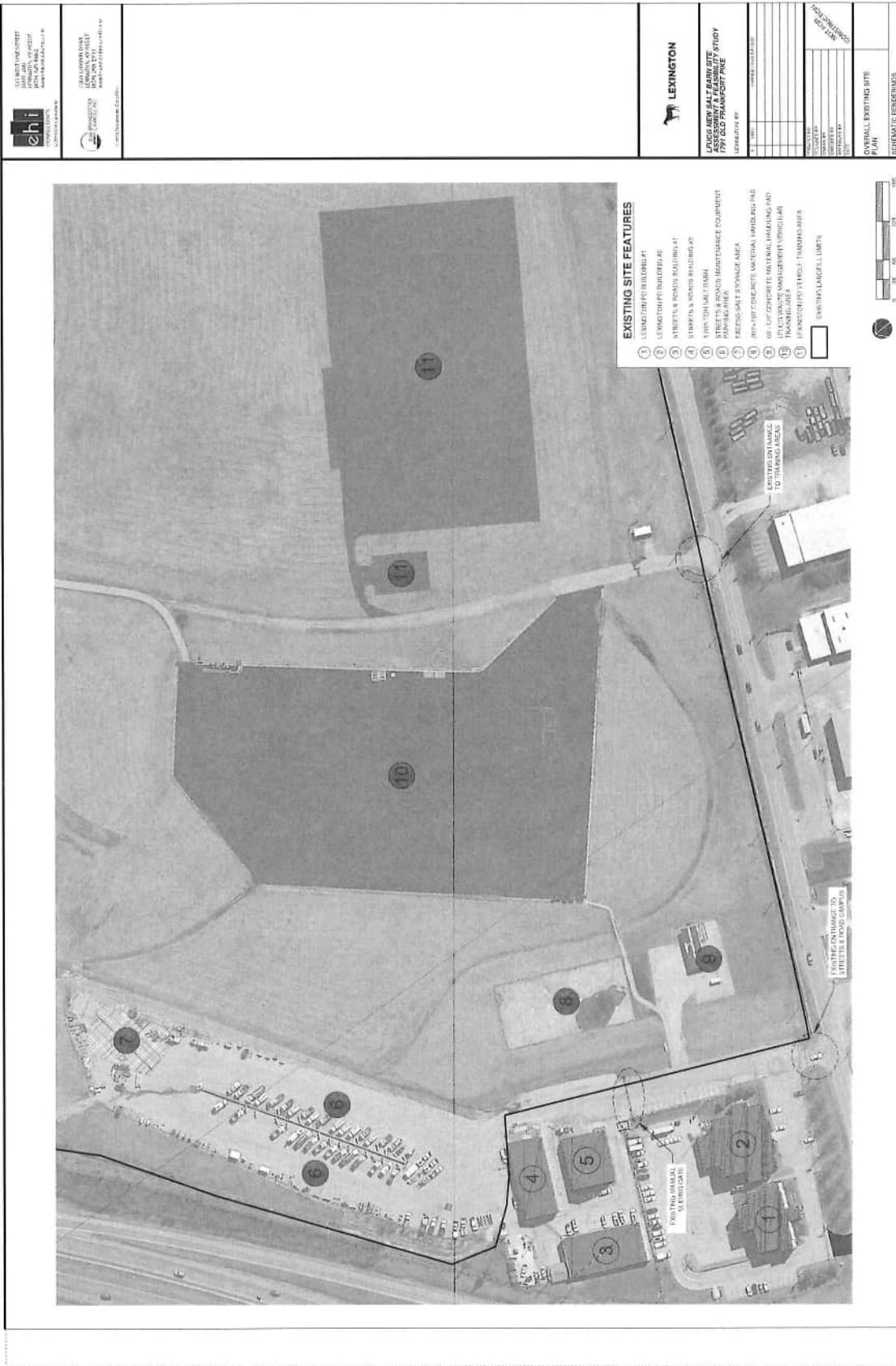
Table 7.1: Phase 1 Cost Estimates Summary

CONSTRUCTION PHASE	CONSTRUCTION TOTAL
Phase 2	\$1,596,062
Phase 3	\$3,800,278
Add-ons	\$594,242

Table 7.2: Construction Phasing and Cost Estimates



**APPENDIX A**



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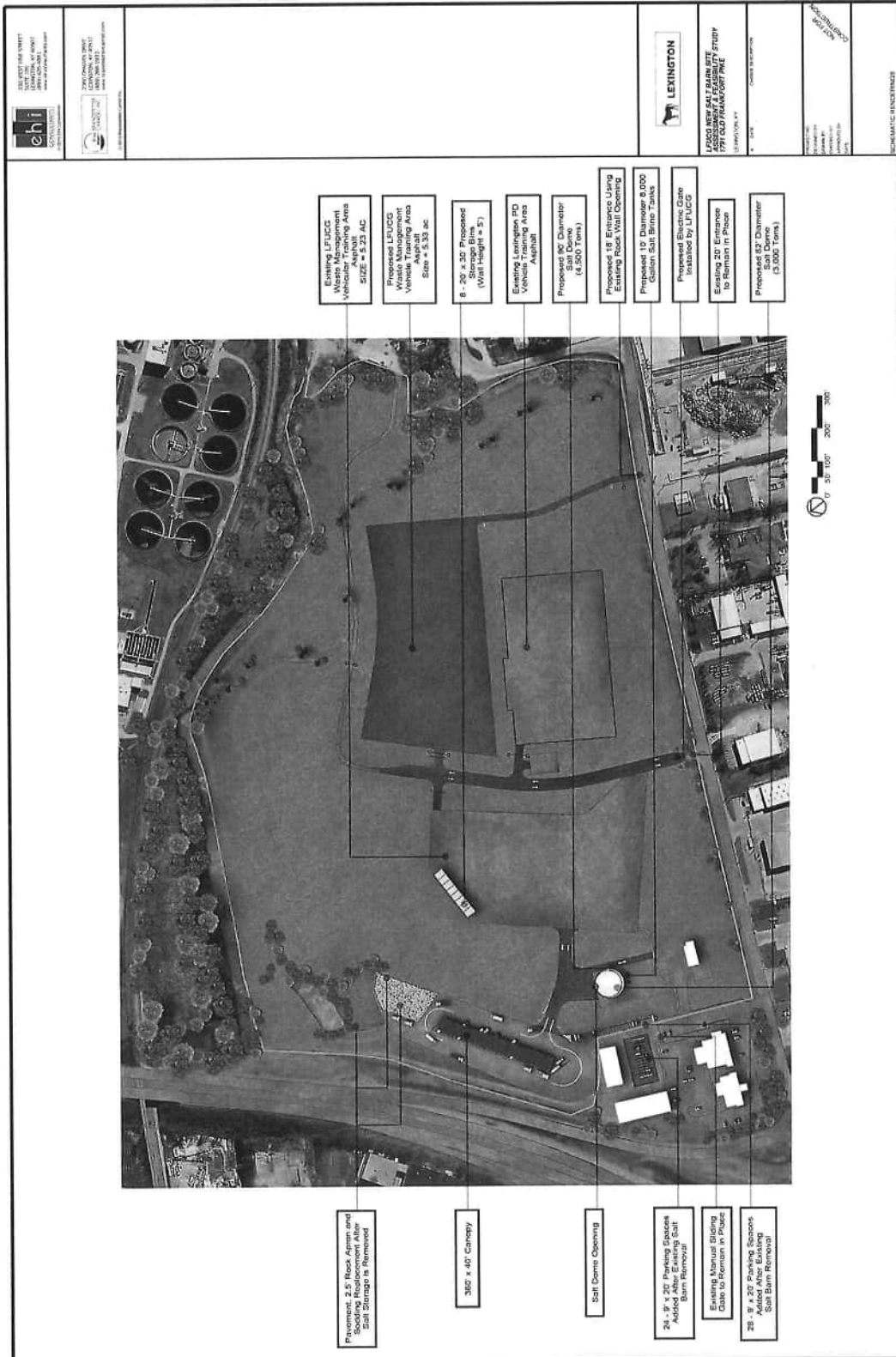
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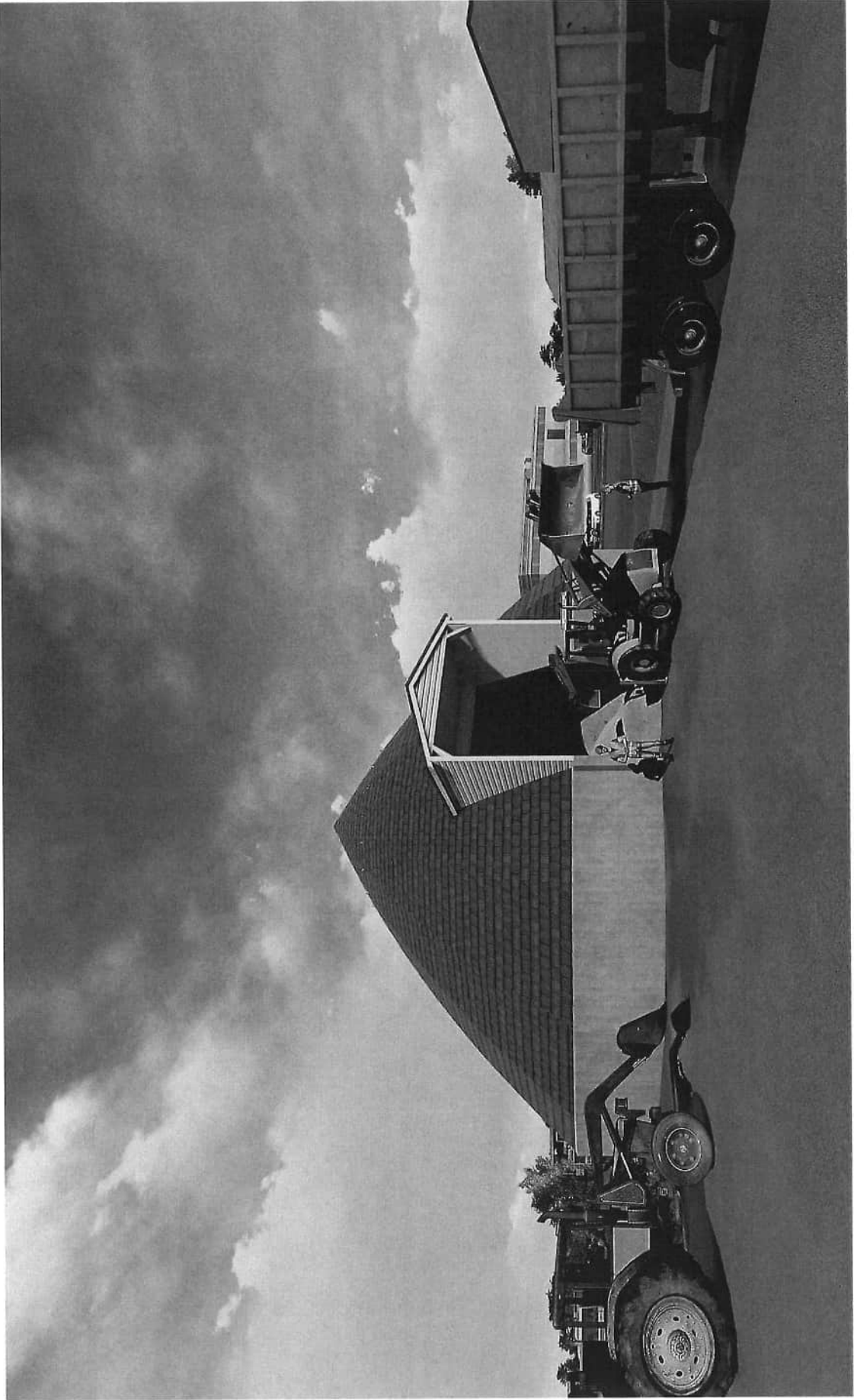
LFGCG NEW SALT BARN SITE  
 ACCURACY & FEASIBILITY STUDY  
 DATE: 07/20/2017

SCALE: 1" = 300'

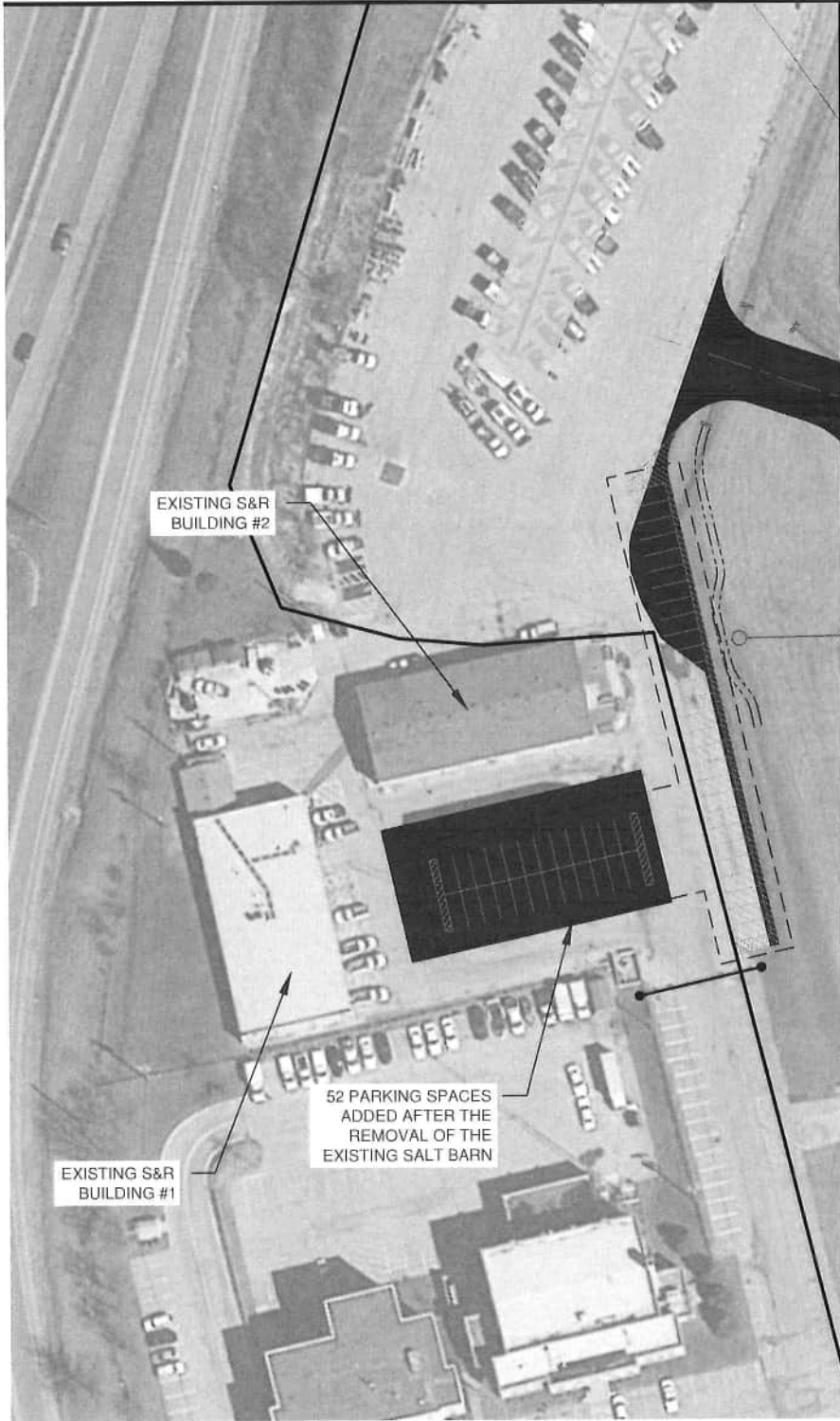
DATE: 07/20/2017

SCHEMATIC REPRESENTATION









EXISTING S&R  
BUILDING #2

52 PARKING SPACES  
ADDED AFTER THE  
REMOVAL OF THE  
EXISTING SALT BARN

EXISTING S&R  
BUILDING #1



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**LFUCG NEW SALT BARN SITE  
ASSESSMENT & FEASIBILITY STUDY  
1791 OLD FRANKFORT PIKE**

LEXINGTON, KY

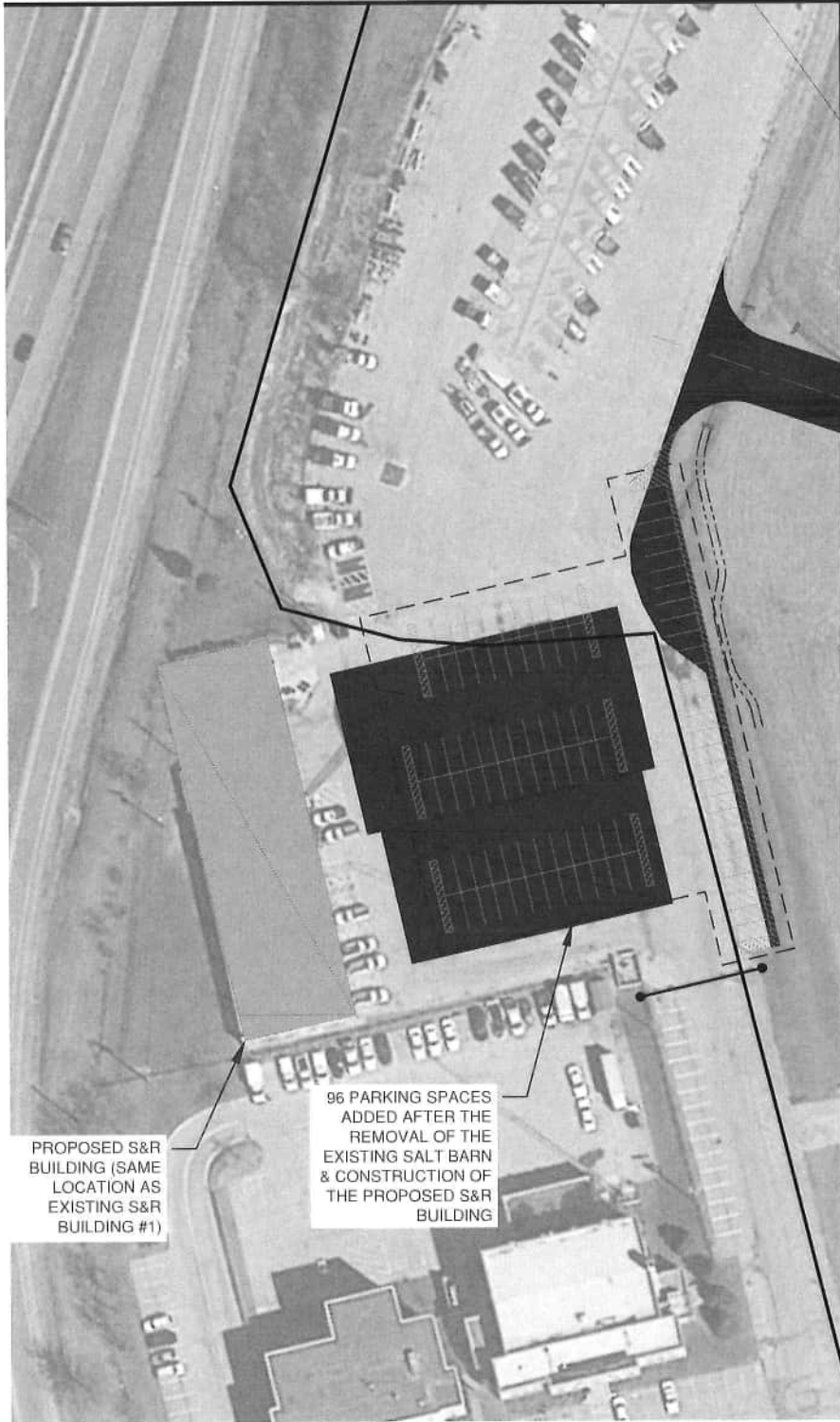
#	DATE	CHANGE DESCRIPTION

PROJECT NO.:  
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:  
APPROVED BY:  
DATE:

NOT FOR  
CONSTRUCTION

PROPOSED S&R CAMPUS  
BUILDING & ADDITIONAL  
PARKING LAYOUT

SCHEMATIC DETAILS



PROPOSED S&R BUILDING (SAME LOCATION AS EXISTING S&R BUILDING #1)

96 PARKING SPACES ADDED AFTER THE REMOVAL OF THE EXISTING SALT BARN & CONSTRUCTION OF THE PROPOSED S&R BUILDING

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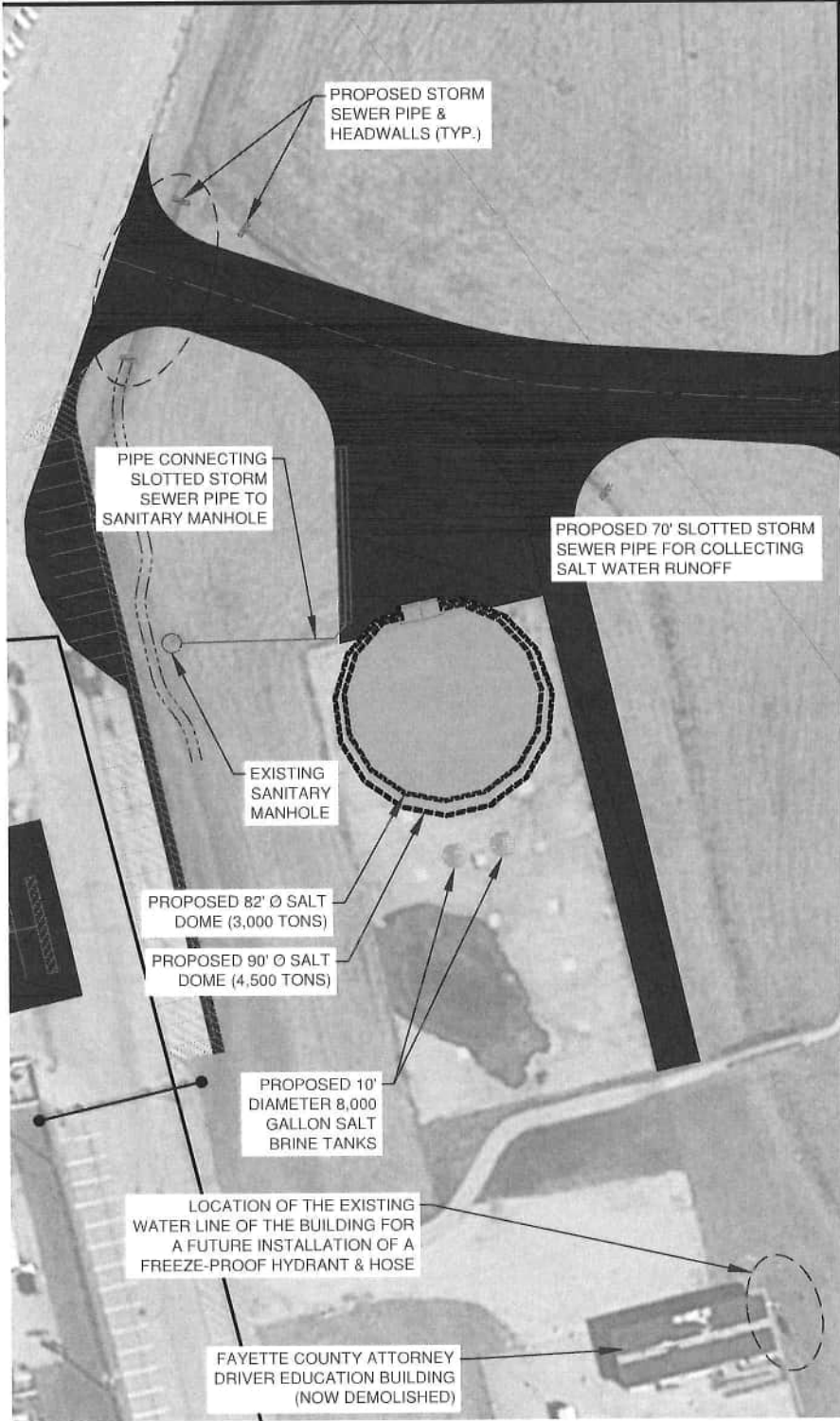
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PROJECT NO:  
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:  
APPROVED BY:  
DATE:

NOT FOR CONSTRUCTION

FUTURE S&R CAMPUS BUILDING & ADDITIONAL PARKING LAYOUT

SCHEMATIC DETAILS



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1791 OLD FRANKFORT PIKE**  
LEXINGTON, KY

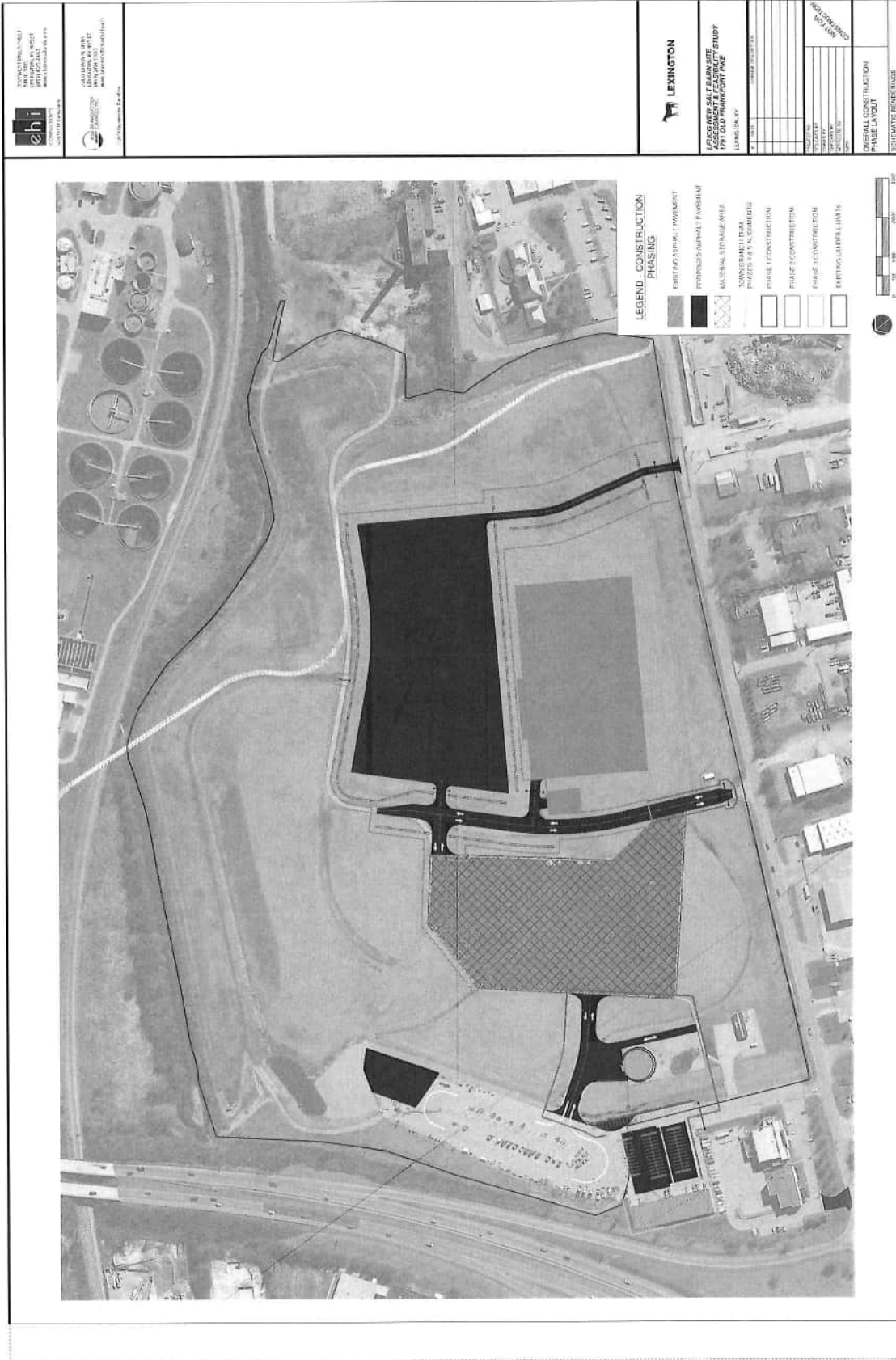
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DESIGNED BY:  
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CONSTRUCTION

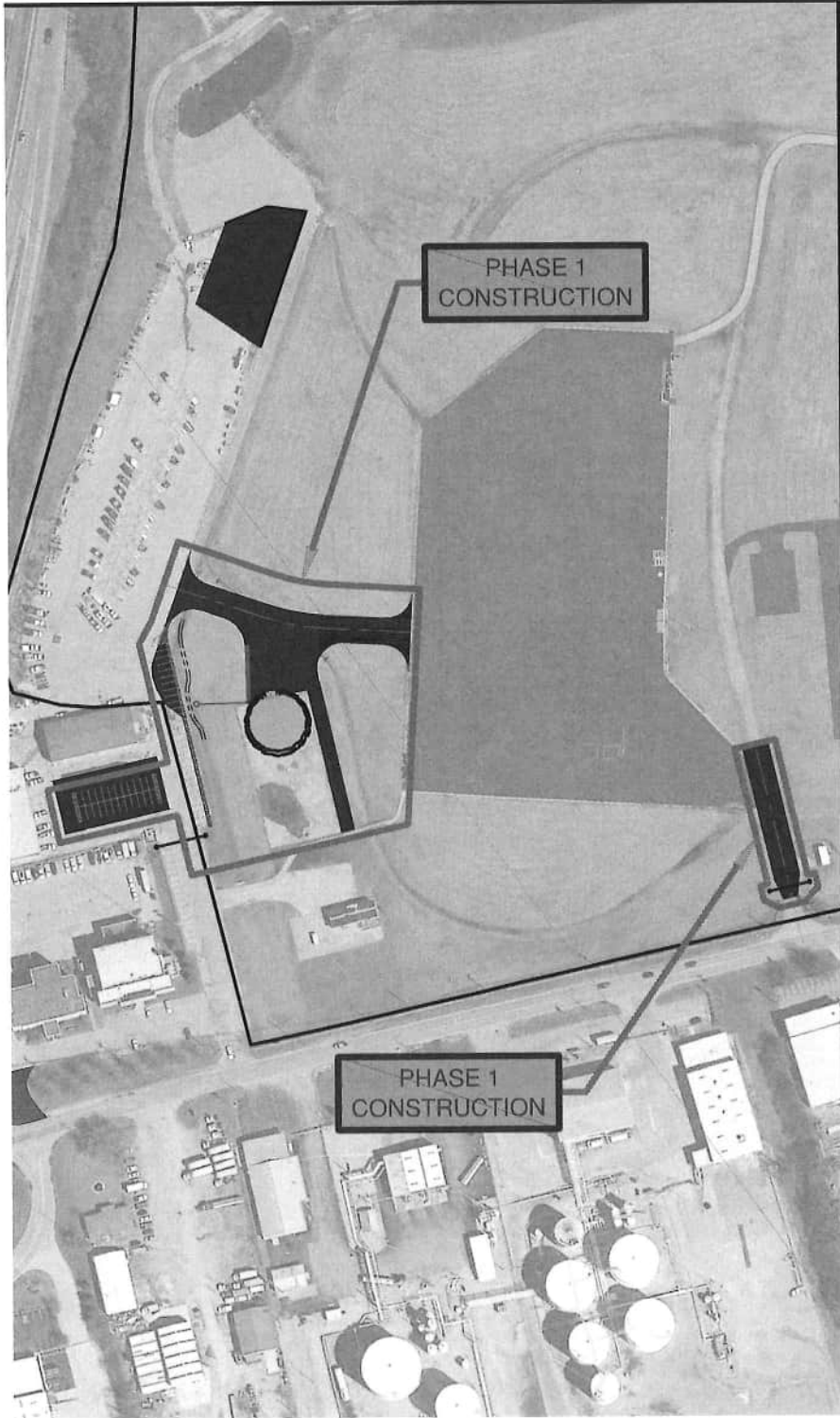
PROPOSED SALT BARN  
DRAINAGE DETAILS

SCHEMATIC DETAILS



**ehi**  
 CONSULTANTS  
 1000 WEST MAIN STREET  
 LEXINGTON, KY 40503-1000  
 TEL: 606.254.1000  
 FAX: 606.254.1001  
 WWW.EHI-KY.COM

**LEXINGTON**  
 1000 WEST MAIN STREET  
 LEXINGTON, KY 40503-1000  
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 WWW.EHI-KY.COM



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www.ehiconsultants.com

**BRANDSTETTER CARROLL INC.**

2360 CHAINWIND DRIVE  
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(859) 268-1933  
www.brandstettercarroll.com

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**LFUCG NEW SALT BARN SITE  
ASSESSMENT & FEASIBILITY STUDY  
1791 OLD FRANKFORT PIKE**  
LEXINGTON, KY

#	DATE	CHANGE DESCRIPTION

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DESIGNED BY:  
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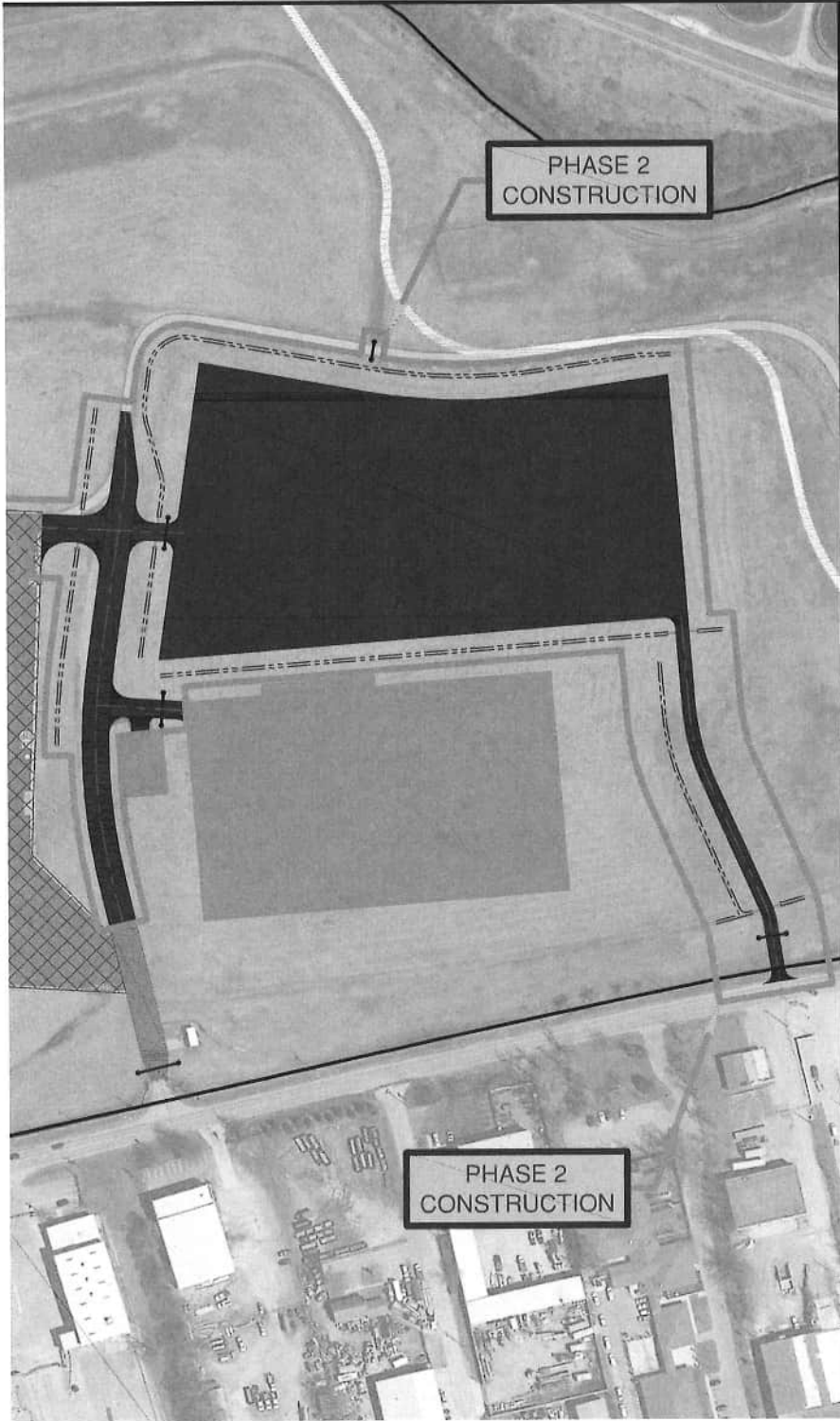
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CONSTRUCTION



PHASE 1 CONSTRUCTION  
LAYOUT

SCHEMATIC DETAILS





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**LFUCG NEW SALT BARN SITE  
ASSESSMENT & FEASIBILITY STUDY  
1791 OLD FRANKFORT PIKE**

LEXINGTON, KY

#	DATE	CHANGE DESCRIPTION

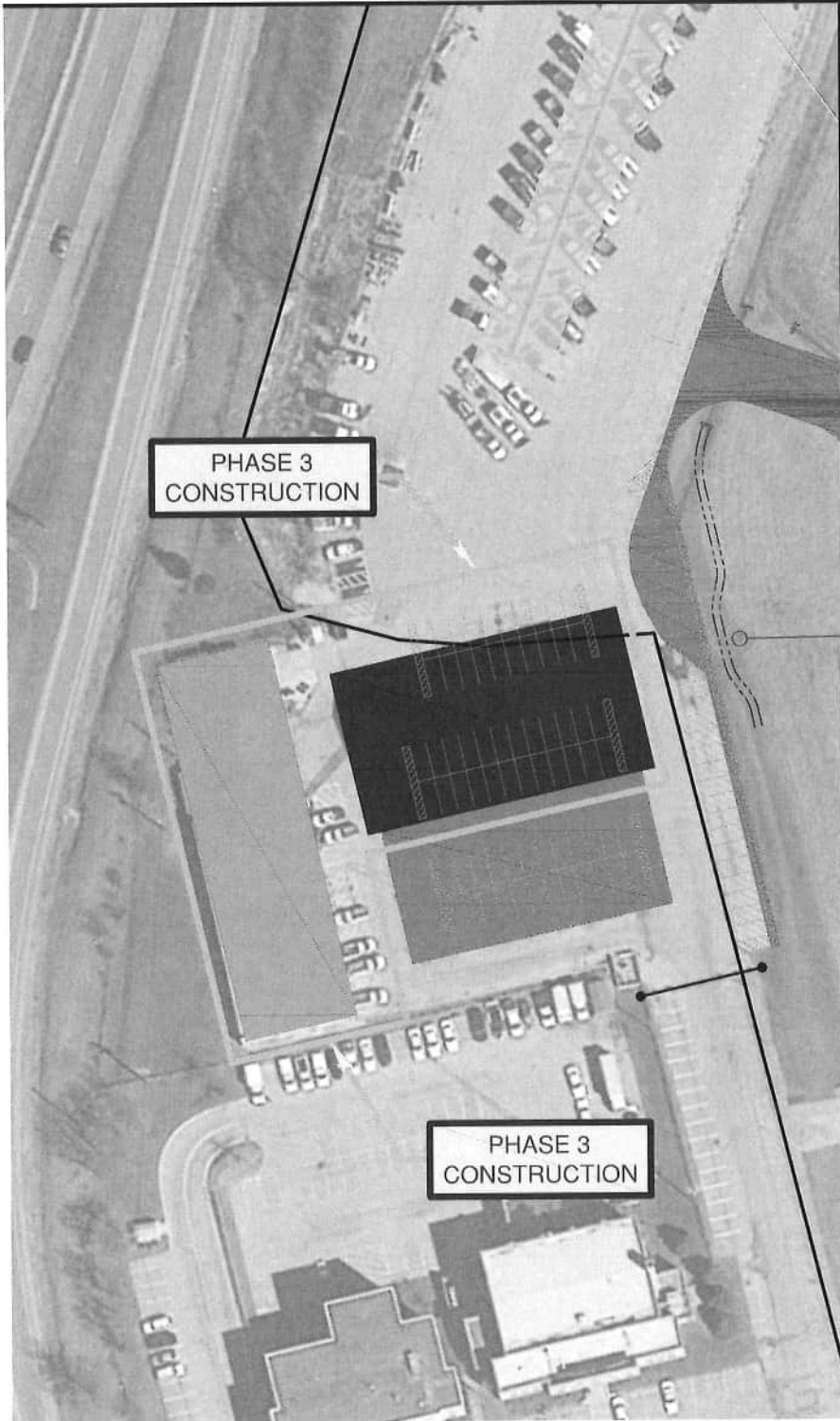
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DRAWN BY:  
CHECKED BY:  
APPROVED BY:  
DATE:

**NOT FOR  
CONSTRUCTION**



PHASE 2 CONSTRUCTION  
LAYOUT

SCHEMATIC DETAILS



PHASE 3  
CONSTRUCTION

PHASE 3  
CONSTRUCTION



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**LFUCG NEW SALT BARN SITE  
ASSESSMENT & FEASIBILITY STUDY  
1791 OLD FRANKFORT PIKE**

LEXINGTON, KY

#	DATE	CHANGE DESCRIPTION

PROJECT NO: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_


NOT FOR  
CONSTRUCTION

PHASE 3 CONSTRUCTION  
LAYOUT

SCHEMATIC DETAILS



**APPENDIX B**



**ehi**  
2133 WEST FINE STREET  
LEXINGTON, KY 40503  
502.533.9222  
www.ehiarchitectural.com

**ZERO DENSITY PANEL**  
14100 WALKER COURT  
LEXINGTON, KY 40511  
502.533.9222

**LEXINGTON**

LEXINGTON NEW SALT PLAIN SITE  
ASSIGNMENT & FEASIBILITY STUDY  
TYPE OLD FARMHOUSE PRUE

LEXINGTON, KY

NO.	DATE	DESCRIPTION
1	12/15/17	ISSUED FOR PERMIT
2	01/11/18	ISSUED FOR PERMIT

Project No: 17-0010

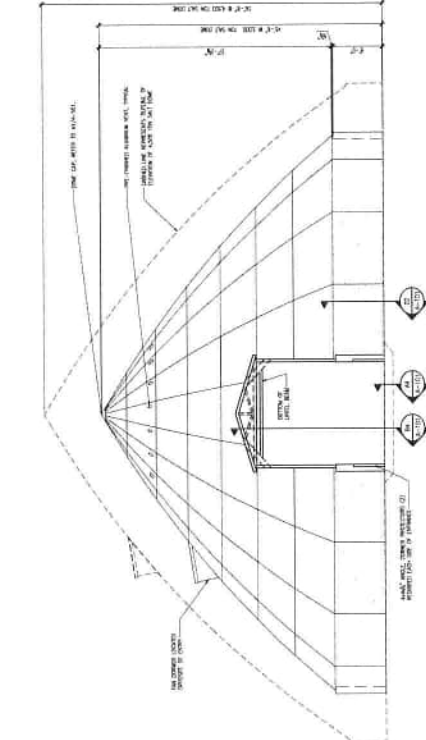
Client: LEXINGTON

Scale: AS SHOWN

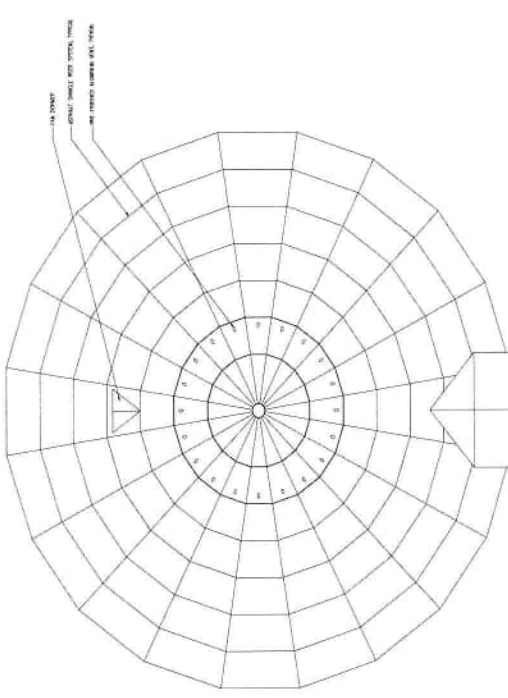
DATE: 12/15/17

**Floor & Roof Plan, Elevation & Details A-101**

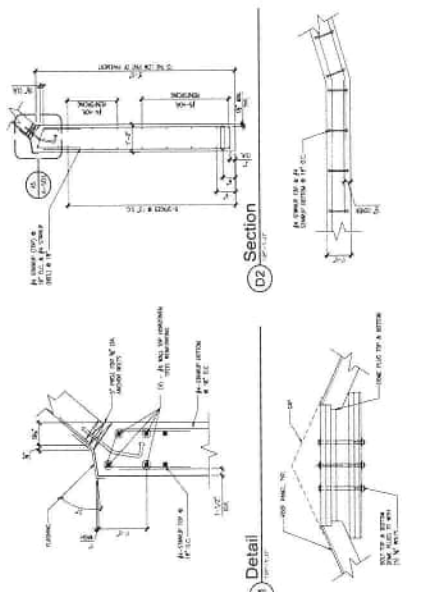
PARAMETRIC SALT DOME INFORMATION



**C3 Elevation**  
12/15/17



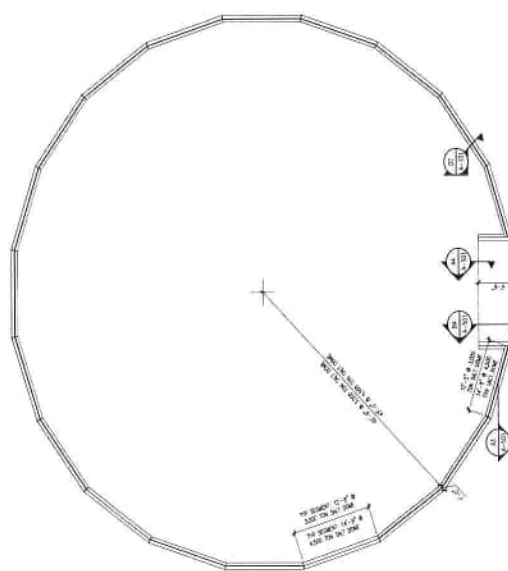
**A3 Roof Plan**  
12/15/17



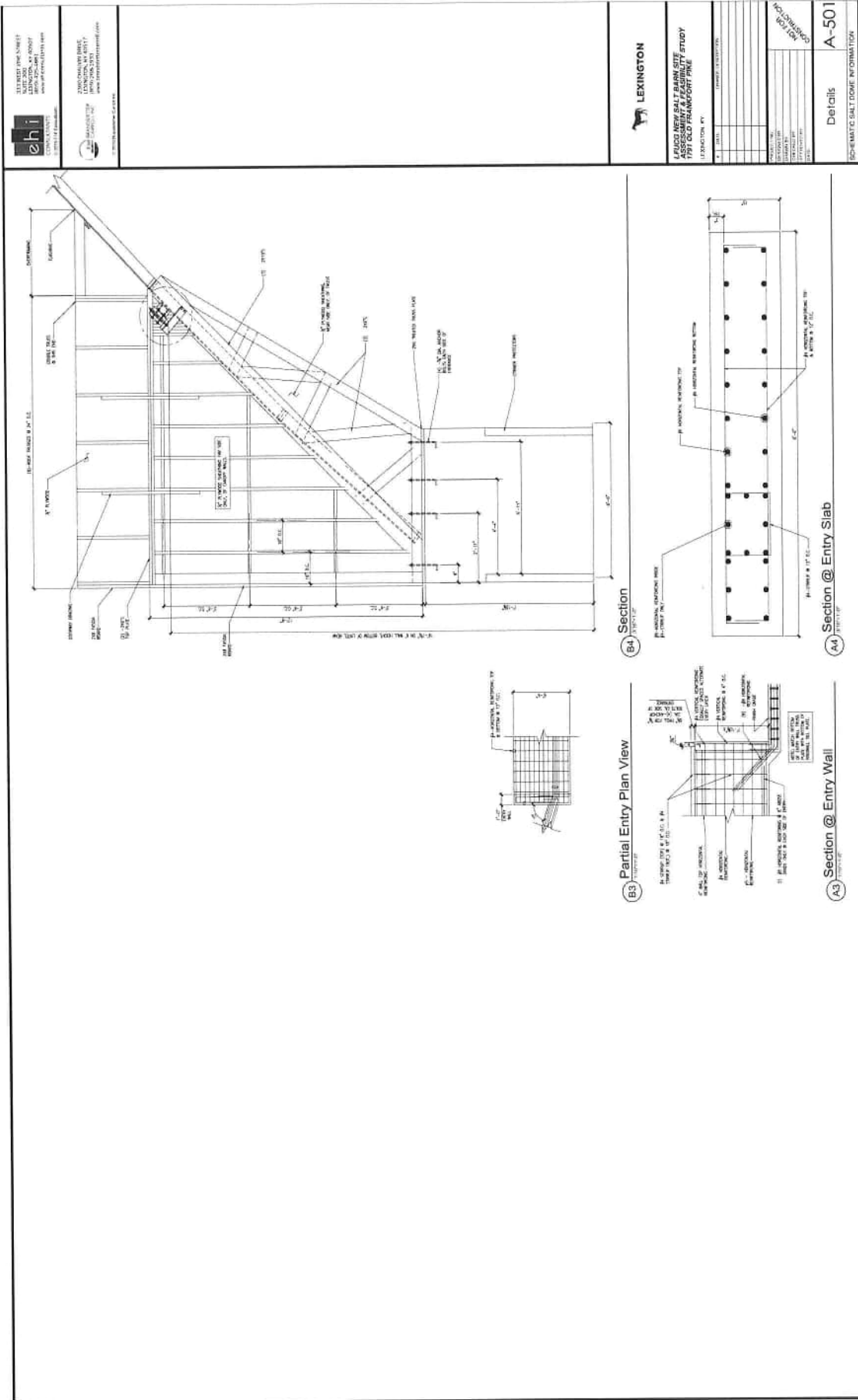
**D1 Detail**  
12/15/17

**D2 Section**  
12/15/17

**C2 Typical Wall Detail**  
12/15/17



**A1 Floor Plan**  
12/15/17



**ehi**  
 ENGINEERING & ARCHITECTURE  
 2100 CHAMBERS DRIVE  
 ALEXANDRIA, VA 22304  
 (703) 746-2333  
 www.ehi.com

**LEXINGTON**  
 LEVINGTON NEW SALT PANS SITE  
 ASSIGNMENT & FEASIBILITY STUDY  
 1791 OLD FORDPORT PIKE  
 LEVINGTON, VA  
 PROJECT NO. 17-001-001  
 SHEET NO. A-501

DATE: 11/15/17  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

REVISIONS:  
 NO. DESCRIPTION  
 1. 11/15/17

DATE: 11/15/17  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

DATE: 11/15/17  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

DATE: 11/15/17  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

DATE: 11/15/17  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



May 24, 2019

Mr. Edward J. Holmes, AICP  
EHI Consultants  
333 W. Vine Street, Suite 300  
Lexington, Kentucky 40507

Re: Preliminary Site Evaluation  
Salt Barn - 1791 Old Frankfort Pike  
Lexington, Kentucky  
Geotechnology Project No. J033913.02

Dear Mr. Holmes:

In accordance with your request we have reviewed the existing information available for the Option 1A Salt Barn to be placed on an existing pad located at the 1791 Old Frankfort Pike Landfill in Lexington, Kentucky. Information provided by EHI Consultants included:

- 1) Option 1A Schematic Rendering, undated;
- 2) Material Handling Pad Details, Drawing 21, prepared by Arcadis, dated August 30, 2001;
- 3) Miscellaneous Details, Drawing 23, prepared by Arcadis, dated August 30, 2001 and revised October 31, 2001;
- 4) Miscellaneous Details, Drawing 25, prepared by Arcadis, dated August 30, 2001; and,
- 5) Correspondence with Mr. Edward Holmes.

The planned loading from the Salt Barn is 4500 tons. It is understood the existing slab was designed for material handling, with potential loading similar to the Salt Barn. The drawings indicate the existing slab consists of a 200-foot X 100-foot concrete slab, 6 inches thick. The slab is supported on 24-inch-deep reinforced concrete grade beams around the perimeter and 30 inches of aggregate consisting of Dense Graded Aggregate (DGA) and No. 57 crushed stone elsewhere below the slab. A total of 45 column footings are spaced on a grid, 25 feet on center in both directions below the pad. The column pads are 4 feet square and 5 feet 6 inches square and are supported on the DGA. Neither the grade beams nor the slab appear to be structurally connected to each other or to the 45 column footings. Assuming that the 4,500-ton total load from the salt barn can be evenly distributed over the footings, the grade beams, and the DGA, all of which bear directly on a 24- to 27-inch-thick raft of DGA and No. 57 crushed stone (assumed to be compacted), the contact pressure on the crushed stone would be about 450 psf.

A 60-mil HDPE liner sandwiched between two layers of geotextile are shown between the layers of DGA and No. 57 stone. We assume this was placed to mitigate the accumulation of explosive and toxic gas from the landfill.



On May 13, 2019, Geotechnology visited the site and photographed portions of the existing slab. The slab appeared to be in good condition with no significant cracks or distress.

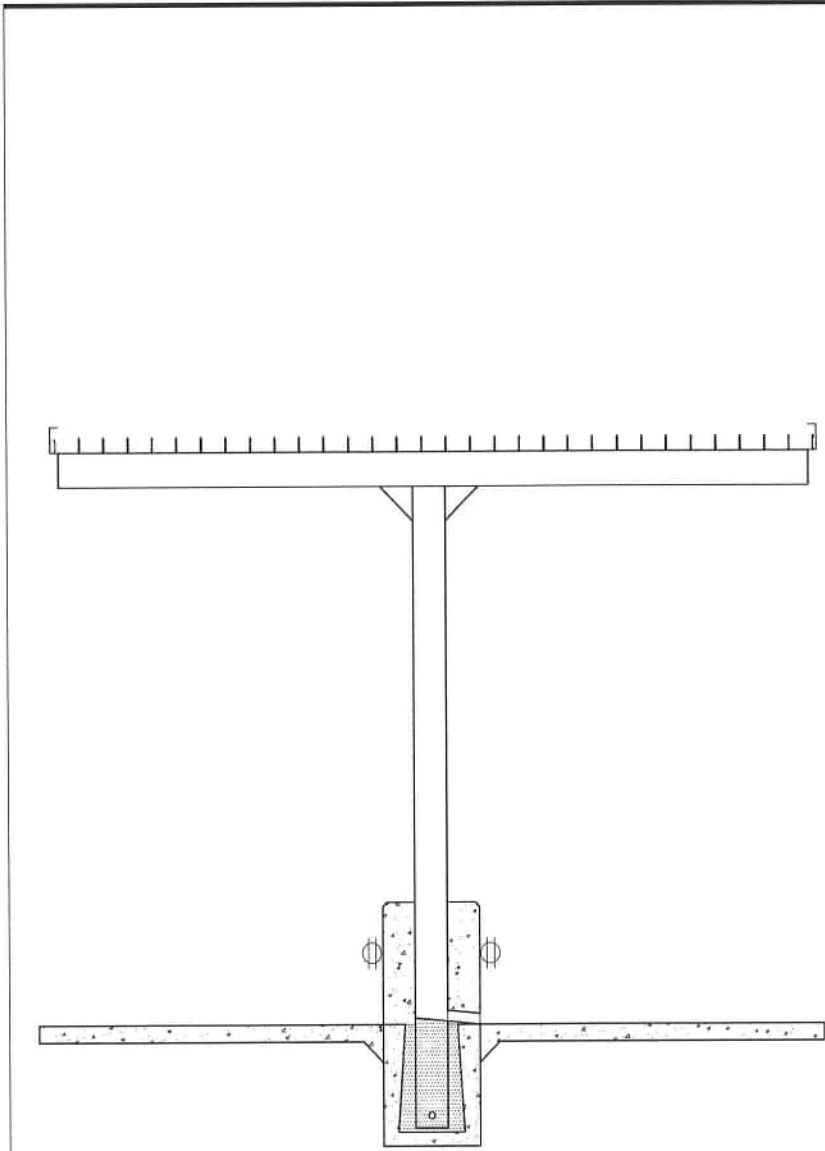
Based on the design and condition of the slab, the slab should be able to support the load from the salt barn. One concern is settlement of the underlying waste material which cannot be easily quantified. Some settlement of the slab should be anticipated. However, steps have been taken in the design of the pad, including the stone base and geotextile below the floor to reduce potential differential settlement. We recommend that an adequate ventilation system be used in the facility as a supplement to the HDPE liner to eliminate any explosive or toxic gases that may collect inside the salt barn. Tears in the HDPE liner or damage to piping below the slab could cause gases to seep into the salt barn.

Respectfully submitted,  
**GEOTECHNOLOGY, INC.**

Daniel A. Furgason, PE  
Geotechnical Manager

DAF/LJC:daf/tmk

Copy emailed: EHI Consultants



TYPICAL CANOPY SECTION  
WITH INTEGRAL DOWNSPOUT



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LFUGG NEW SALT BARN SITE  
ASSESSMENT & FEASIBILITY STUDY  
1791 OLD FRANKFORT PIKE

LEXINGTON, KY

#	DATE	CHANGE DESCRIPTION

PROJECT NO.  
DESIGNED BY  
DRAWN BY  
CHECKED BY  
APPROVED BY  
DATE

NOT FOR  
CONSTRUCTION

CANOPY TYPICAL SECTION

SCHEMATIC DETAILS

County of: Fayette Type of Construction: New Facilities and Widening  
 Road Name: LFUCG New Salt Barn - Old Frankfort Pike Class of Road: N/A

Preferred Option - 82' Ø Salt Dome facing N 65°00'25" E

Phase 1 Construction					
Item #	Item	Quantity	Unit	Unit Price	Amount
Site grading, drainage, & pavement items	Embankment In Place	1,900	CU YD	\$ 15.00	\$ 28,500
	Asphalt Surface	287	TON	\$ 77.00	\$ 22,099
	Asphalt Base	1,716	TON	\$ 70.00	\$ 120,120
	DGA Base	3,652	TON	\$ 23.00	\$ 83,996
	Bituminous material for tack coat	1.3	TON	\$ 730.00	\$ 949
	24" RCP Storm Sewer (0-8' No rock)	246	LF	\$ 85.00	\$ 20,910
	Headwall (standard 24")	8	EACH	\$ 1,600.00	\$ 12,800
	Trench Drain	70	LF	\$ 335.00	\$ 23,450
	Pavement Striping - Yellow	1,088	LF	\$ 0.25	\$ 272
	Pavement Hatching - Yellow	1,563	SQ FT	\$ 2.00	\$ 3,126
	Site erosion control & water quality items	Erosion control Items	1	LS	\$ 10,000.00
Site utility items	Electric utility items	1	LS	\$ 70,000.00	\$ 70,000
Structures	4,500-ton, 90' Ø Salt Dome (concrete wall height = 10', total height = 53' & capacity = 4,866 tons)	1	LS	\$ 375,000.00	\$ 375,000
	8000-gallon, 10' Ø salt brine tank	2	EACH	\$ 6,400.00	\$ 12,800
Phase 1 Construction Subtotal					\$ 777,622
+10% Constr. Contingency					77,762
Contingency for leachate collection system disturbances					20,000
<b>Phase 1 Construction Total</b>					<b>\$ 875,384</b>

Alternate Structure Option	Structure Cost	Added Construction cost (includes 10% construction contingency)	Revised Constr cost (includes 10% contg.)
3,000-ton, 82' Ø Salt Dome (concrete wall height = 8', total height = 45' & capacity = 3,300 tons)	\$ 300,000	\$ (82,500)	\$ 792,884
7,000-ton, 116' Ø Salt Dome (concrete wall height = 8', total height = 50' & capacity = 7,342 tons)	\$ 500,000	\$ 137,500	\$ 1,012,884

Estimated by: M. Peak  
 Checked by: \_\_\_\_\_

Last Edited: 8/9/2019  
 Last Edited: \_\_\_\_\_



**Phase 2 Construction**

Item #	Item	Quantity	Unit	Unit Price	Amount
Site grading, drainage, & pavement items	Embankment In Place	1,600	CU YD	\$ 15.00	\$ 24,000
	Asphalt Surface	1,681	TON	\$ 77.00	\$ 129,437
	Asphalt Base	10,088	TON	\$ 70.00	\$ 706,160
	DGA Base	21,167	TON	\$ 23.00	\$ 486,841
	Bituminous material for tack coat	6.4	TON	\$ 730.00	\$ 4,672
	Concrete storage bins (class A concrete)	81	CU YD	\$ 635.00	\$ 51,435
	24" RCP Storm Sewer (0-8' No rock)	172	LF	\$ 85.00	\$ 14,620
	Headwall (standard 24")	8	EACH	\$ 1,600.00	\$ 12,800
Site erosion control & water quality items	Erosion control Items	1	LS	\$ 15,000.00	\$ 15,000
Site utility items	Manual (sliding) security gate	4	EACH	\$ 1,500.00	\$ 6,000
Phase 2 Construction Subtotal					\$ 1,450,965
+10% Constr. Contingency					145,097
<b>Phase 2 Construction Total</b>					<b>\$ 1,596,062</b>

**Phase 3 Construction**

Item #	Item	Quantity	Unit	Unit Price	Amount
Pavement	Embankment In Place	550	CU YD	\$ 15.00	\$ 8,250
	Asphalt Surface	88	TON	\$ 77.00	\$ 6,776
	Asphalt Base	528	TON	\$ 70.00	\$ 36,960
	DGA Base	1,130	TON	\$ 23.00	\$ 25,990
	Bituminous material for tack coat	0.4	TON	\$ 730.00	\$ 292
Striping	Pavement Striping - Yellow	998	LF	\$ 0.25	\$ 250
	Pavement Hatching - Yellow	640	SQ FT	\$ 2.00	\$ 1,280
Structures	New building - price includes the building, utilites, and site work	15,000	SQ FT	\$ 225.00	\$ 3,375,000
Phase 3 Construction Subtotal					\$ 3,454,798
+10% Constr. Contingency					345,480
<b>Phase 3 Construction Total</b>					<b>\$ 3,800,278</b>

**Project Add-ons**

	360'x 40' canopy cover	14,400	SQ FT	\$ 35.00	\$ 504,000
Existing salt storage area pavement replacement	Asphalt Surface	99	TON	\$ 77.00	\$ 7,623
	Asphalt Base	594	TON	\$ 70.00	\$ 41,580
	DGA Base	1,249	TON	\$ 23.00	\$ 28,727
	Bituminous material for tack coat	0.4	TON	\$ 730.00	\$ 292
	Rock Apron - 2.5' Width (class II riprap)	23	TON	\$ 32.00	\$ 736
	Sodding	2,170	SQ YD	\$ 5.20	\$ 11,284
<b>Construction Subtotal</b>					<b>\$ 594,242</b>

Estimated by: M. Peak \_\_\_\_\_  
 Checked by: \_\_\_\_\_

Last Edited: 8/9/2019 \_\_\_\_\_  
 Last Edited: \_\_\_\_\_



**APPENDIX C**

R. E. Jackson Engineers, PLLC  
*Structural Consulting Engineers*

811 Corporate Drive, Suite 106  
Lexington, Kentucky 40503

(859) 280-2909  
(859) 296-1196 fax

September 19, 2018

George Milligan  
Lexington-Fayette Urban County Government  
200 East Main Street, Suite 936  
Lexington, KY 40507

Subject: Salt Barn – Structural Report

Dear George,

I have reviewed the interior of the salt barn and it is not in imminent danger of collapsing, but as with the exterior framing there are several members and connections that require corrections and/or strengthening. These include members of some of the roof trusses that have been damaged and some of the connector plates that are extensively rusted and others that are starting to pull away from the members. To detail the corrections for this building will take a little time (two or three weeks) to analyze the trusses and prepare the drawings/sketches.

Since this is mainly an unoccupied building I would suggest allowing some of the salt to be stored in this building until the repair drawings are completed, but would limit the amount of salt to be stored. I would suggest not allowing the salt to pile higher than 4 ft. above the floor against the barrier walls until the repairs are complete. The salt pile at peak shall be no higher than 22 ft.

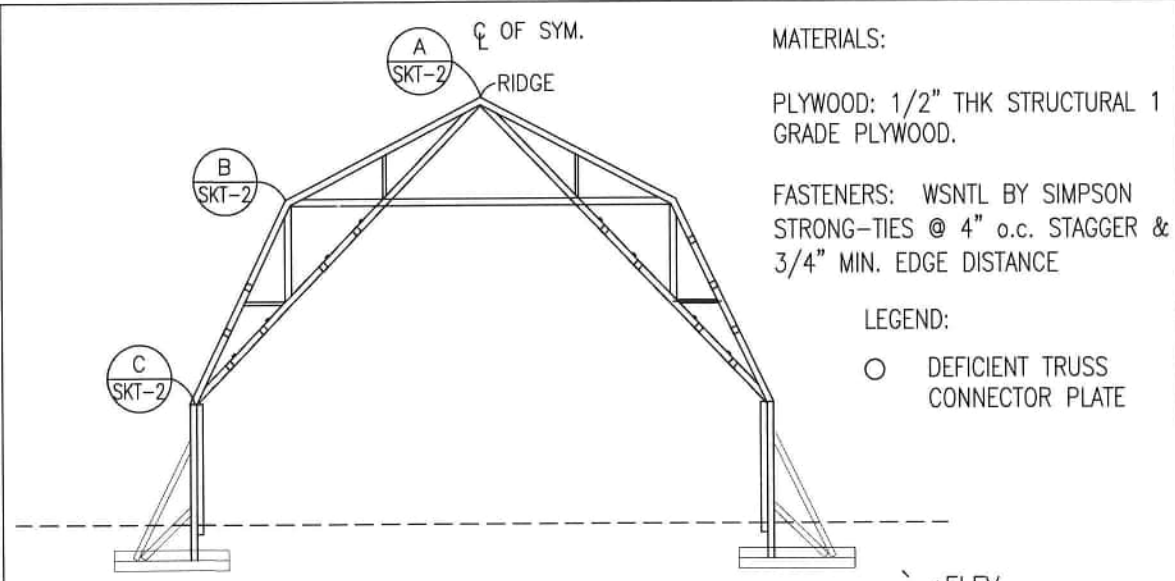
If you have any questions please call me (cell 859 333-2096, office 859 280-2909).

Thank You,



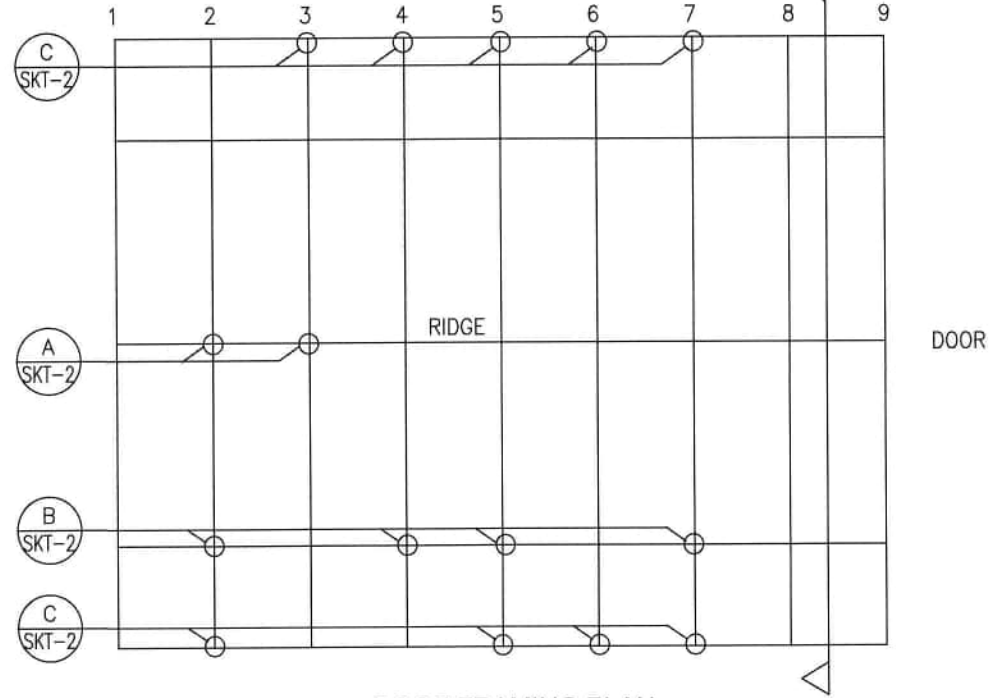
Ron Jackson, PE  
R. E. Jackson Engineers, PLLC  
811 Corporate Drive, Suite 106  
Lexington, KY 40503





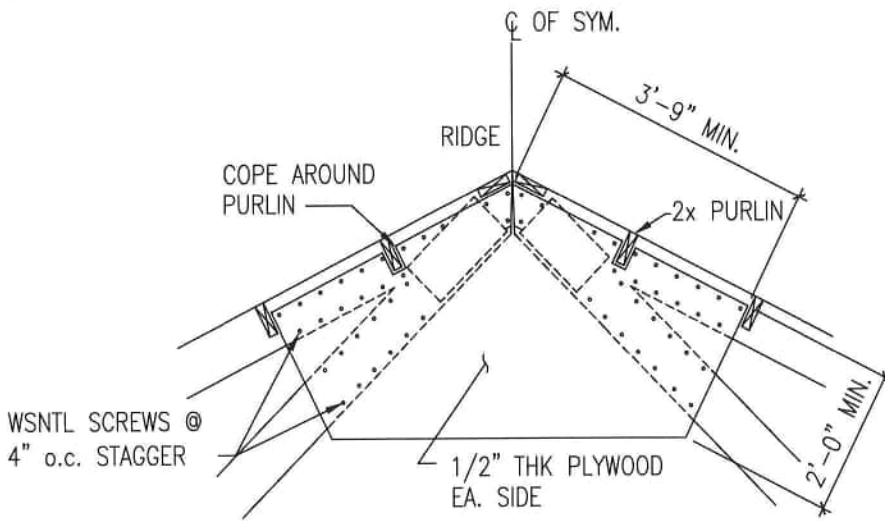
**A** FRAMING & ROOF TRUSS ELEVATION  
 SKT-1 SCALE: NTS

ELEV. 1 SKT-1

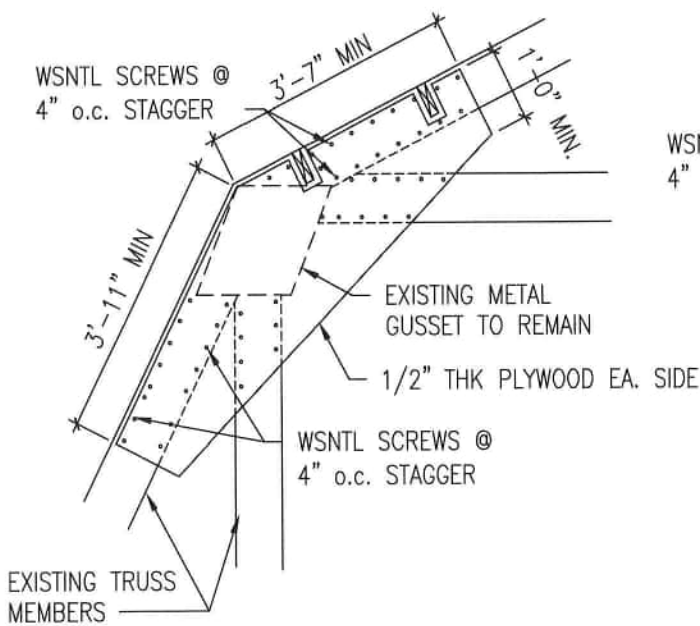


**ROOF FRAMING PLAN**  
 SCALE: NTS

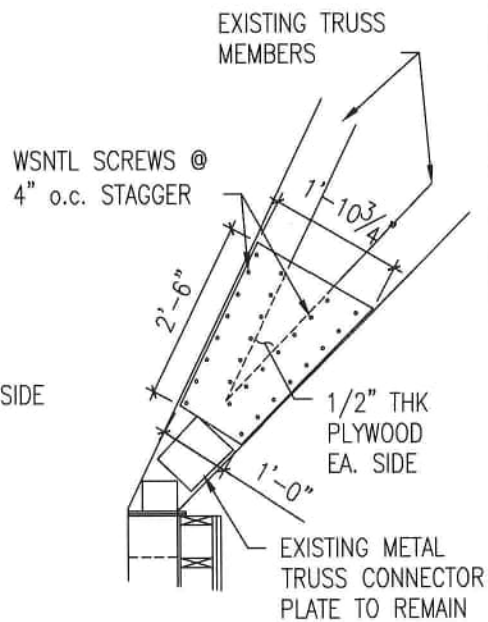
R.E. JACKSON ENGINEERS, PLLC STRUCTURAL CONSULTING ENGINEERS 811 CORPORATE DRIVE, SUITE 106 LEXINGTON, KY 40503 PHONE (859) 280-2909	SALT BARN REPAIR 1795 OLD FRANKFORT PIKE LEXINGTON, KENTUCKY	Date: 10/16/18 Project Number <div style="border: 1px solid black; padding: 5px; text-align: center; font-size: 1.2em;">SKT-1</div>
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**(A) FRAMING ELEVATION**  
 SKT-2 SCALE: NTS



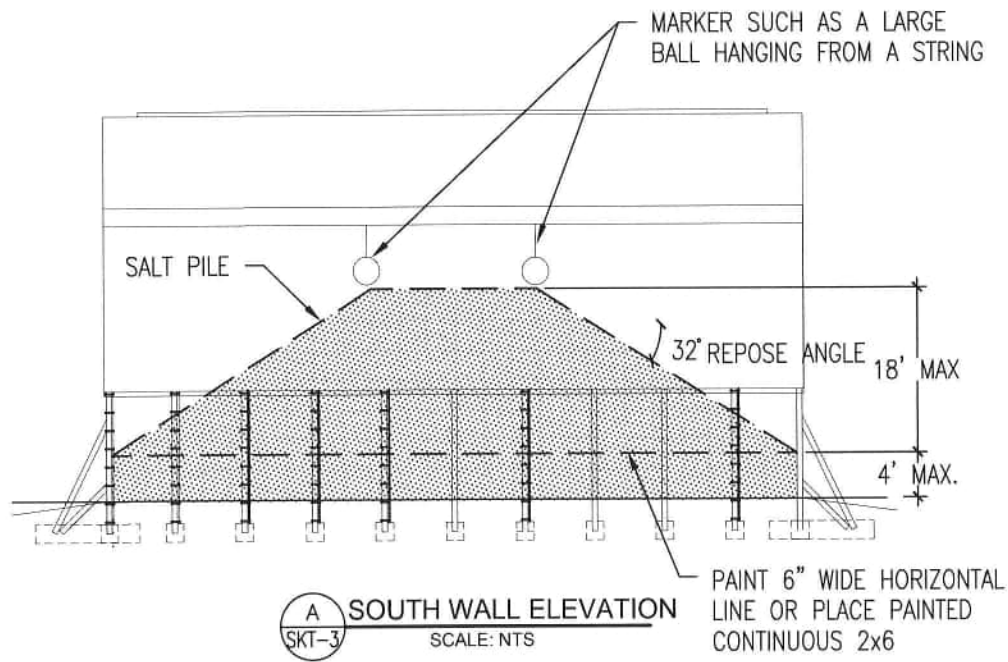
**(B) FRAMING ELEVATION**  
 SKT-2 SCALE: NTS



**(C) FRAMING ELEVATION**  
 SKT-2 SCALE: NTS

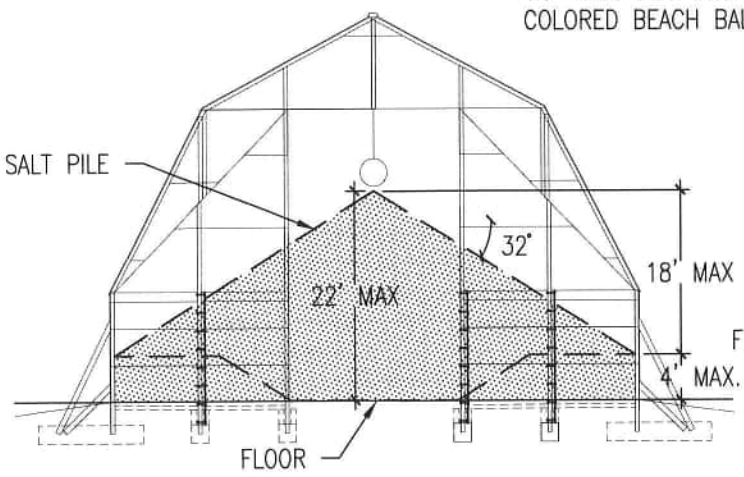
<p>R.E. JACKSON ENGINEERS, PLLC                  STRUCTURAL CONSULTING ENGINEERS                  B11 CORPORATE DRIVE, SUITE 106 LEXINGTON, KY 40503                  PHONE (859) 280-2909</p>	<p>SALT BARN REPAIR                  1795 OLD FRANKFORT PIKE                  LEXINGTON, KENTUCKY</p>	<p>Date: 10/16/18                  Project Number                  SKT-2</p>
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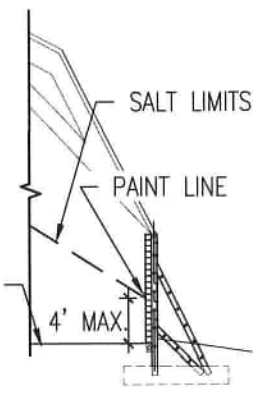


**A SOUTH WALL ELEVATION**  
 SKT-3 SCALE: NTS

HANG A VISIBLE ITEM FROM THE ROOF FRAMING TO SHOW HEIGHT LIMITS OF THE SALT PILE LIKE A LARGE BRIGHT COLORED BEACH BALL OR BASKETBALL



**B FRONT ELEVATION**  
 SKT-3 SCALE: NTS



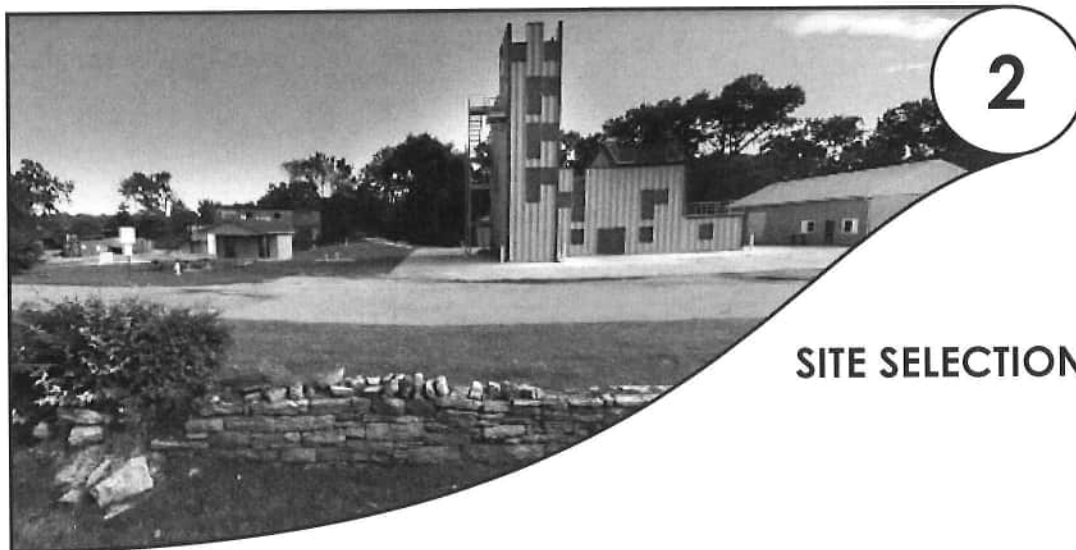
**C WALL SECTION**  
 SKT-3 SCALE: NTS

REVISED HEIGHT OF SALT PILE

R.E. JACKSON ENGINEERS, PLLC  
 STRUCTURAL CONSULTING ENGINEERS  
 811 CORPORATE DRIVE, SUITE 106 LEXINGTON, KY 40503  
 PHONE (859) 280-2909

SALT BARN REPAIR  
 1795 OLD FRANKFORT PIKE  
 LEXINGTON, KENTUCKY

Date: 10/16/18  
 Project Number  
 SKT-3



## SITE SELECTION

### 2.1 INTRODUCTION

A requirement of the Feasibility Study involves determining if either of the potential site parcels are adequately sized to accommodate the proposed facilities. This section looks at both of the potential parcels and provides a description and representation of how the buildings and site amenities might fit on each of the site locations.

### 2.2 SITE ANALYSIS

Before the development of the Training Center, replacement Fire Station 13, Maintenance Facility, and Outdoor Amenities, the City and Fire Department reviewed potential properties in the City that could possibly serve as the new home of the facilities. Unfortunately, they were unable to locate any land that was adequately sized or at an economical price point. Therefore, the City turned to their existing properties located at 1395 Old Frankfort Pike. There are two parcels that may serve as the home of the fire services. These were to be analyzed individually and as one combined site.

The first parcel includes the existing Fire Training Center, Police K9 Building and Training Yard, and the old farmhouse and barns which are currently used by the City Wastewater Treatment attendant. This parcel is approximately 11.96 acres. The existing K9 building and training yard will be abandoned when the K9 Department relocates to their new location. The existing K9 graves will be exhumed and relocated to a new location offsite. The existing Training Center house the Fire Training Center, State Training Academy, and the existing Training Tower and other training props. The majority of the existing training props are in need of replacement. The training tower is still viable and should remain to be reused. The existing railway prop can be relocated. The Training Center is still utilized on a daily basis. The current Training Center is too small and should be expanded and renovated or should be razed and a new Training Center built.

The second parcel is utilized by the Road Department for storage of various materials and equipment. The Road Department is moving the various items to their other site locations in the City. This parcel is approximately 11.79 acres.

The existing maintenance facility located at Fire Station 1 on 3rd Street is too small and not sufficient for the maintenance requirements of the Fire Department. The storage capacity at the existing location is minimal and being able to expand both the maintenance and storage capacity by relocating to this property is an important consideration.

---

Fire Station 13 is currently located on Leestown Road. It is in need of repairs and also expansion to accommodate the current needs of the Fire Department. Consideration of replacing this station by relocating it to this property has been analyzed as part of this study.

The study evaluated both parcels based on whether the program as defined in this study would be accommodated by an individual parcel or both sites. Both parcels and the combined site were evaluated from cost and functional factors. Results of this evaluation can be seen in the following analysis and the proceeding chapters. The evaluation matrix and description of the factors used in the analysis can be seen in Appendix A.

### Parcel 1

This parcel has the required utilities available for the development. As this study is being prepared, a portion of the existing force main sewer is being replaced.

This parcel is built upon the old LFUCG landfill. This has a vast topography change over the existing site. The site is impacted by Town Branch Creek 100- and 500-year flood plains based on the FEMA Flood Plain for this area. The floodplain impacts this parcel more than Parcel 2.

The geotechnical reports received from the City identify the site as a fill site. There will be considerable measures that will need to be taken to build upon this site. This site already has building structures on the property which has provided for some remediation of the existing property to accommodate those structures.

The uneven topography causes issues with surface drainage. This parcel has areas of standing water which must be dealt with as development occurs.

This site currently has a requirement for EPA Monitoring of onsite equipment and water storage. This site also has existing structures which have the potential need for mitigation of asbestos, lead paint, and mold. These considerations will have an impact on budget and schedule.

This site will have more demolition due to the existing facilities and appurtenances. Development on Parcel 1 will require the relocation of fire department staff and the closing of the training center unless building a new facility in another location occurs allowing the existing Training Center to stay in operation. This is much more extensive in its requirements due to EPA monitoring area, topography, and adjacency to Old Frankfort Pike and the future Town Branch Trail.

The existing land is mostly paved or impervious surfaces so there will be minimal impact on the storm water system. There may be an opportunity to decrease the impervious surfaces, however, this will take careful study as the project moves forward and site concepts are developed.

If this site is used in combination with the Parcel 2, the access bridge will need to be replaced. The current bridge is undersized and does not meet load capacity requirements for Fire Department apparatus.

This parcel currently has access and fronts Old Frankfort Pike. The commercial developments along this roadway are not buffered from the property. Buffers can be provided; however, they will be limited due to the need for emergency vehicle visibility to Old Frankfort Pike to exit the site.

Parcel 1 has good traffic access and visibility from Old Frankfort Pike. The site location should be centrally located within the City and easily accessible from different locations around the City.

The impact either of the sites could have on operations of the Fire Department is critically important and must be considered. There is an average of 100 to 125 persons at the Training Center a day. This consists of staff who work in the facilities and other fire department agencies who are training at the facility. The training they receive is required to maintain their certifications or for the cadets who are seeking to become firefighters. The availability of training facilities is a key component of any Fire Department but especially a Department the size of Lexington's.

Parcel 1 has direct visibility and access to viable commercial businesses and residential properties along the south, east, and west sides of the property. Some screening can occur, however, there will be limitations in

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order to maintain visibility when Emergency Vehicle Traffic is entering and exiting the site.

The use of this site will bring more emergency vehicle and standard vehicle traffic to the Old Frankfort Pike corridor in a predominantly industrial and commercial area. It will also pose a concern and conflict with pedestrian traffic using the new Town Branch Trail that will be extended down Old Frankfort Pike adjacent to the property.

The proposed development would remove some derelict buildings and it is reusing an existing site. There will also be an intrinsic value by giving the Fire Department the facilities needed to offer high level training opportunities to their firefighters which will indirectly benefit the community.

### **Parcel 2**

This parcel has the required utilities available for the development. This site like Parcel 1 is built upon the old LFUCG landfill. This site has a continuous slope from West to East.

This property is also impacted by Town Branch Creek 100- and 500-year flood plains based on the FEMA Flood Plain for this area. However, the impact is less severe than that of Parcel 1.

This site was also identified by the geotechnical reports to be a fill site. There will be considerable measures that will need to be taken to build upon this site.

This site parcel will have minimal demolition since there are minimal existing structures that will need to be removed. The existing chemical tanks and pump house can be removed and can easily demolished.

Parcel 2 will require some relocation of equipment for the Road Department, but it will not displace staff or close a critical piece of their operations. This factor will have a large impact on the cost and the schedule.

This site will be easier to develop since there are minimal structures on the property. The access bridge will need to be replaced as it is under sized and does not meet load capacity requirements for Fire Department apparatus.

This parcel can be developed without shutting down or relocating the Fire Department. However, the road department would need to relocate equipment and materials prior to development. This is being discussed as part of the new Salt Barn project.

This site has significant buffers in place and additional buffers can be easily added to screen the neighbors from activities conducted on this site. Access to this parcel is through Parcel 1. An access from the west off of Jimmie Campbell Drive could be developed, however, the topography and turning movement required to access the site by large apparatus will be difficult. Since, the Town Branch Trail development has been designed it appears a fire access road is going to be provided off Forbes Road. This would allow for a direct access from a major thoroughfare onto this parcel. There are current discussions regarding this design which may negatively impact the property.

This site location will still be centrally located within the City and easily accessible from different locations around the City.

Parcel 2 is screened on the south by Town Branch. It is also adjacent to the RJ Corman Rail line and Sewer Treatment Facility. This parcel being visible to these appurtenances is not of concern. The rail line has an access easement that must be maintained and will restrict some development on this parcel.

### **Combined Parcels**

The Combined Parcels were reviewed and many of the considerations identified above for Parcel 1 and Parcel 2 apply to the combined parcels. However, the combined property will take a larger budget to develop all of the program elements. The impact and enhancement to the Fire Department will be significant. It will allow the Fire Department to improve their training facilities which will allow them to potentially have a revenue stream as outside jurisdictions will want to use their facilities for their annual trainings. This property will also allow the department to address significant deficiencies with their existing facilities and lack of storage

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of equipment and apparatus by giving them a central location to locate the maintenance and storage facilities. This property would also allow them to develop a replacement station for Fire Station 13.

A combined site would still require some relocation and temporary closing of some services. However, it would provide an opportunity to phase development so that operations of the Fire Department are not interrupted.

A combined option would be large enough to accommodate the needed space for the various training props and facilities. If both parcels are used for the project, it would enhance the training center but also the operations of the Fire Department.

Using both parcels together will not only repurpose and reuse existing property, but it will also allow the enhancement of the property which will improve the Old Frankfort Pike corridor and benefit the surrounding commercial and residential properties. There will also be an intrinsic value by giving the Fire Department the facilities needed to offer high level training opportunities to their firefighters which will indirectly benefit the community.

## 2.3 RECOMMENDATIONS

Both parcels provide opportunities for the location of some of the facilities, however both parcels combined would provide adequate space for the development of this campus along with future expansion. These parcels are near major areas of the City where easy access will be obtained from multiple locations. Utility access for both parcels are readily available due to existing commercial development in and around the site.

The Town Branch Trail design is undergoing modifications that, depending on the outcomes, may negatively impact the proposed recommendations and opportunities for the Fire Department. The design diagrams in Chapter 4 show an alternative for the development of the property should these proposed modifications occur.

Figure 2.1: Property Diagram



**EXHIBIT B**

**CONSULTANT'S PROPOSAL**



Professional

Engineering

Services

Design  
Services for  
Salt Dome

RFP #66-2022

## Proposal

Lexington-Fayette  
Urban County  
Government

December 15, 2022



**SA**  
**STRAND**  
ASSOCIATES®

Firm Submitting Proposal: Strand Associates, Inc.

Complete Address: 651 Perimeter Drive, Suite 220, Lexington, KY 40517  
Street City Zip

Contact Name: Michael Woolum Title: Vice President

Telephone Number: (859)225-8500 Fax Number: (859)225-8501

Email address: mike.woolum@strand.com



Strand Associates, Inc.®  
651 Perimeter Drive, Suite 220  
Lexington, KY 40517  
(P) 859.225.8500  
www.strand.com

December 15, 2022

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

Re: Proposal for RFP# 66-2022, Design Services for Salt Dome

Dear Director and Selection Committee Members:

Thank you for the opportunity to submit our proposal for the above referenced project. We strongly believe by selecting Strand Associates, Inc.® to provide engineering services for this project, that the **Strand Team's Detailed Project Understanding and Delivery Approach are Key Attributes Needed for Achievement of Project Goals**. The enclosed proposal, highlighted below, serves to further showcase the Strand team's experience and the underlying foundation for the value-added benefits we bring on behalf of LFUCG to help successfully implement this important project.

- **Our Experienced Full-Service Project Team Results in a Successful, Well-Coordinated, and Cost-Effective Project**
- **Our Project Experience, Proven Service, and Commitment to LFUCG Demonstrates Our Ability to Serve LFUCG Effectively on this Project**
- **Our Locally-Based Project Team Fosters Commitment to Successful Project Completion**

We are confident in our ability to support this important project based on the experience we bring and the working knowledge we offer to this type of project. We look forward to the opportunity to continue our service on behalf of the Lexington-Fayette Urban County Government.

Sincerely,

STRAND ASSOCIATES, INC.®

Steven B. Vogel, P.E.  
Project Manager

P221.164/SBV/adg

## Specialized Experience

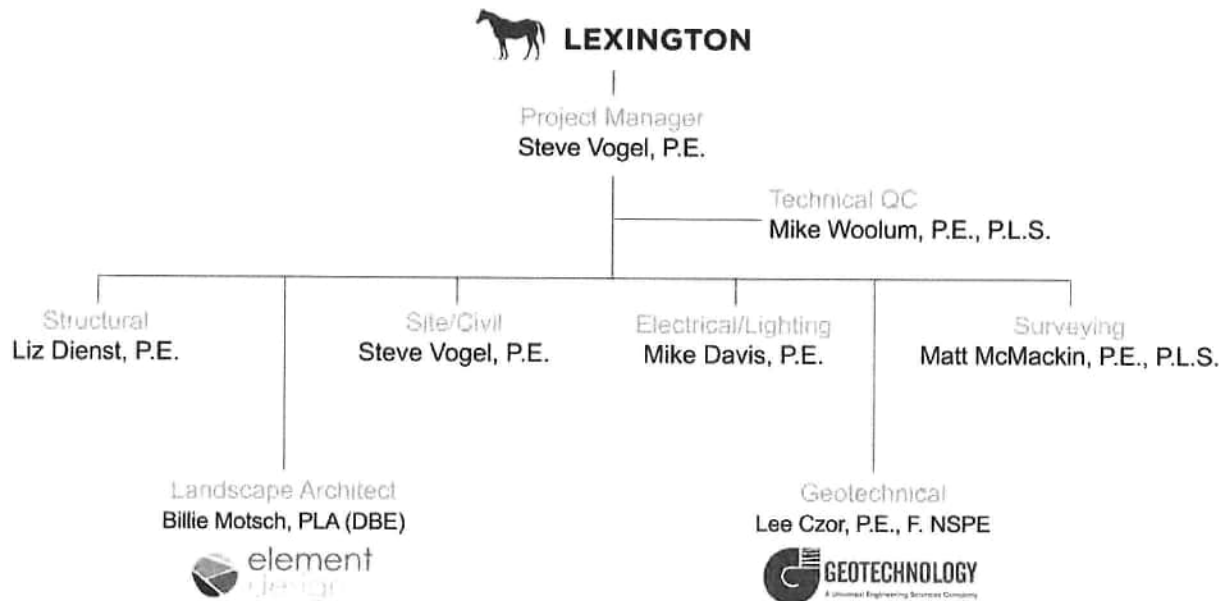
### Our Experienced Full-Service Project Team Results in a Successful, Well-Coordinated, and Cost-Effective Project

Our Project Team is comprised of Lexington, KY based staff who provide all the necessary technical expertise required to efficiently complete the project. Our proficient team includes key staff from all disciplines required to successfully deliver the project in the most cost-effective manner to LFUCG. Each Team Member has experience relevant to the successful completion of this specialized project. The majority of our team members have worked on several other salt barn sites including previous salt barn site design for LFUCG at the Blue Sky Parkway and Athens Salt Barn sites, as well as West Carrollton Salt Barn. These prior projects give our team the insight and background needed to support this new facility project.

In addition to technical expertise, our Team Members have the availability to provide the level of service required to meet the project delivery schedule. We are also organized to easily workshare tasks in an efficient manner to help facilitate uninterrupted design execution.

Geotechnology, Inc. has been included as a key team member to fulfill needs for Geotechnical Engineering and Testing. Geotechnology worked on the master plan study for the project which offers them a unique perspective and understanding of the project background. They also provide specialized Subsurface Utility Engineering (SUE) investigative services which may be useful should the need arise on this project. With our longstanding teaming history with Geotechnology, Inc. and their office located less than 3 miles from the project site, they are well positioned to serve the specialized needs of this project.

Landscape Architecture firm, Element Design, PLLC has been included to support general landscaping plans, including water quality plantings. Element Design is a Women-Owned Businesses that brings a strong history and well-regarded record of service on behalf of LFUCG.



STEVE VOGEL, P.E. – PROJECT MANAGER/  
SITE/CIVIL

**Education:** B.S., Civil Engineering, M.S. Secondary Education

**Registration:** Professional Engineer in KY and TN



Steve is a licensed professional engineer and certified educator with over 16 years of experience and will be our **Project Manager/Civil/Site Engineer** for this project. His wide range of experience includes residential, commercial, and industrial site

development, master planning initiatives, collection and conveyance system design, stormwater modeling and design, permitting, public engagement and education. Steve has also completed a number of other site designs for a wide range of facility types that have called on his considerable skillsets, which include regulatory compliance evaluations, groundwater protection plans, and Spill Prevention, Control, and Countermeasure plans.

**Project Management** experience includes a variety of project types, large and small ranging from mater planning, design and construction to support for large encompassing programmatic municipal driven endeavors. His role has included leadership ranging from the completion of comprehensive master planning initiatives to the design of municipal facilities including the operational plans. These projects have included diverse project teams with members from city/county staff, private entities, and subconsultants.

**Master Planning and Site Development** experience includes projects of varied sizes and types typically engaging with clients at the beginning of project with the master planning, site evaluation, and planning and zoning efforts. Steve typically will remain engaged with projects through leading the design process and supporting clients during construction. This allows him to provide continuity throughout the entire development process.

**Stakeholder Engagement** is an integral part of project development. Steve has consistently been involved in stakeholder workshops where people are offered a place to be heard and provide input and include both education and collaboration. Education is a strong skill for Steve due to his formal training obtained while earning a master's degree in education and his time spent teaching in a public school. This training and experience, coupled with his wide range of project experience, makes him uniquely equipped to facilitate stakeholder collaborations.

**Permitting experience** includes working with clients through the permitting process with the Kentucky Division of Water Construction Along a Stream Permit and KPDES Permit, US Army Corps of Engineers Water Quality Certification, and FEMA Letter of Map Revision and No-Rise Certifications.

**RELEVANT PROJECT EXPERIENCE:**

- **Hydra Warehouse Development, Louisville, KY** – Steve served as Project Manager and Design Lead for this 357,000 sq.-ft. cross dock warehouse and trucking facility at the Jefferson Riverport Using a series of green wet stormwater management basins, this wetland laden 25-acre site was developed into highly functional trucking facility with 40 truck docks, 182 car parking lot, and a 52-bay trailer storage area. Site preparation required a carefully developed soils management plan in order to mitigate the wetland area hydric soil conditions. The development strategy which included a balanced earthwork design was hailed as a model approach for stormwater management.
- **Valvoline Corporate Headquarters, Lexington, KY** – Steve served as the Project Manager for this \$42 million campus development project including site feasibility evaluations for multiple locations , site civil design, plat and development plan submittal, hydrologic modeling and stormwater management design with floodplain impact mitigation, roadway and site layout and grading, utility coordination, multipurpose athletic facility design, and city, state, and federal permitting coordination including a FEMA Letter of Map Revision in response to modifications to the regulatory floodplain.
- **Floyd County IN, Technology/Commercial Business Park Master Plan** – Steve served as lead designer for the development of a master plan for a 30-acre site adjacent to I-64. The scope included evaluation of existing utility services, access, and the impact of the various stream crossings. The final geometry for the roadway will facilitate a variety of commercial, office, and light industrial uses, in addition to opportunities for various amenities that incorporate stormwater management.
- **Town Branch Park, Lexington, KY** – Steve is serving as Project Manager and Engineering Design Lead for this state-of-the-art 9-acre urban park situated adjacent to Central Bank Center and Rupp Arena. The project scope includes a variety of play areas including a 5,000-seat amphitheater situated adjacent to the Town Branch Creek. The design includes a 3-tiered system of access to the arena, park, and convention center to address challenging ADA accessibility constraints. Access and mobility are being addressed with a new urban trail connection within the park and improvements to adjacent roadways that include roundabout retrofits along Manchester Street for increased safety. The project also includes improvement of the adjacent creek system designed to achieve restorative downstream benefits.

**MICHAEL WOOLUM, P.E., P.L.S. – TECHNICAL QUALITY CONTROL ENGINEER**

**Education:** B.S., Civil Engineering

**Registration:** Professional Engineer and Land Surveyor in KY



Mike will serve as **Technical Quality Control Engineer** for this project. As one of Strand’s most senior practicing civil engineers, Mike brings over 38 years of relevant experience to all facets of community development. His proven leadership and

communication skills have served numerous clients throughout his career on many high-profile projects involving complex design issues where solutions for public buy-in required careful consideration. Mike’s prior experience also includes extensive work with high visibility roadway corridor improvement initiatives where stakeholder engagement strategies have played an important role for project development.

**RELEVANT PROJECT EXPERIENCE:**

- **Service Garage Site Plan and Salt Storage Building West Carrollton, OH** – As technical civil engineering lead, Mike led the site civil and stormwater improvements for this municipal facility planning study and design project. The project included site planning for a new salt storage building, new aggregate storage building, truck sheds, brine tankage, dewatering area, and all related site circulation and stormwater improvements. Engineering services on this project included demolition, surveying, civil/site, grading and erosion control, electrical and structural design.
- **University of Kentucky Coldstream Research Park, University of Kentucky, Lexington, KY** – Project Manager and lead civil engineer for all infrastructure related to development of the Coldstream Research Park. Dating to the 1990s, Mike has been responsible for planning, survey, design, and construction of all roadway, storm, and sanitary sewer infrastructure in the park including lot development. He has also been responsible for site development services on behalf of 7 of the 9 major tenant sites currently completed within the campus.
- **HealthFirst Primary Community Health Center, Lexington, KY** – As Principal-In-Charge, Mike facilitated planning and design for this high-profile \$10 million redevelopment project that includes a new medical building and site design with extensive applications of various low impact development (LID) strategies. With downstream flooding as backdrop and environmental advocacy groups seeking input, the stormwater management strategy was framed to include underground detention in combination with bioretention basins and other BMPs for water quality enhancement.

**LIZ DIENST, P.E. – STRUCTURAL ENGINEER**

**Education:** B.C.E., Civil Engineering

**Registration:** Professional Engineer in KY



Liz will serve as the **Structural Engineer** for this project. Liz is a licensed professional engineer in KY with more than 20 years of experience. She has a variety of project management and design experience covering municipal, water, wastewater, and structural

design and construction administration projects. Her project management experience has ranged from small, short-term projects up to multi-year construction administration projects with construction budgets up to \$26 million. Her design capabilities include structural design, sanitary sewer collection system design and studies, as well as water distribution planning and design. Though Liz is often engaged in a wide variety of project types, she routinely supports a wide range of structural project needs that have given her experience with steel framed buildings, reinforced concrete structures of all shapes and sizes, reinforced masonry structures, retaining structures in a variety of materials, and precast structures.

**RELEVANT PROJECT EXPERIENCE:**

- **Service Garage Site Plan and Salt Storage Building West Carrollton, OH** – As structural engineer, Liz worked with salt barn manufacturers to select the right pre-engineered structure for the Owner’s needs to store both roadway salt and other aggregate materials. Structural design for the brine tank containment area was also included along with geotechnical coordination.
- **Central Bank Center, Lexington, KY** – Liz served as Project Manager for site civil-related elements for this major renovation and expansion project from design through construction. Responsibilities included drainage-related box culvert upgrades for Town Branch Creek, which flows under the existing arena and the building expansion area. The project also included utility relocations and upgrades for storm and sanitary sewer service including a 36-inch sanitary trunk relocation to support the proposed building expansion and utilities to the existing High Street parking lot for its future redevelopment.
- **LFUCG Solid Waste Facility, Lexington, KY** – Liz was the structural engineer for improving the then 10-year-old Solid Waste Facility. Improvements included designing an addition to the existing administration building, three new truck storage sheds, a new Cart building, new parking areas, a new picnic shelter and recreation area, and a new covered walkway. Liz performed all the structural design for each of these buildings and managed construction services for the truck shed project.



## MATT MCMACKIN, P.E., P.L.S. – SURVEYOR

**Education:** M.S., and B.S., Civil Engineering

**Registration:** Professional Engineer and Land Surveyor in KY



Matt will serve as the **Surveyor** for this project. Matt brings nine years of applied experience as a civil engineer and land surveyor. He has experience with a wide variety of data collection methods including scanning, GPS, and conventional surveying techniques

to conduct topographic and boundary surveys to the appropriate level of detail and approach to fit all project needs. He has expertise augmenting surveys with other data sources such as LIDAR, record information, and GIS datasets. Matt manages preparation of legal descriptions, easement exhibits, and record plats to support capital improvement projects of all types, and he is seasoned in completing other related surveying activities such as deed research, boundary determination, utility coordination, construction staking, and record drawing preparation. He is also a pre-qualified right-of-way acquisition agent with the Kentucky Transportation Cabinet where he has supported ROW acquisition needs on Cabinet and LPA projects throughout Kentucky.

### RELEVANT PROJECT EXPERIENCE:

- **Southeastern Hills Trunk Sewer RMP, Lexington, KY** – Deputy Project Manager for the replacement of approximately 4,600 linear feet of trunk sewer connecting to the West Hickman trunk. Matt’s role included providing analysis and managing the new trunk sewer design, detailed topographic and boundary survey to supplement aerial mapping and photogrammetry, and preparation of necessary easement acquisition documents.
- **Sharon Village Pump Station Improvements RMP, Lexington, KY** – Provided design analysis and assistance for the upgrade replacement pump station, force main, and trunk sewer project in northeast Lexington. His role also included topographic and boundary surveying, easement development, and utility coordination in support of the project.
- **Frankfort Second Street TIGER Project, Frankfort, KY**– Matt provided survey, design, and right of way services for this ongoing \$8 million urban roadway improvement and combined sewer rehab project to US 60. His role included leadership of field data collection effort, boundary resolution, and right of way analysis. He assisted with the design of gravity sewer and force main including identification and resolution of utility impacts, and he handled acquisition of the necessary easements as well.

## MICHAEL DAVIS, P.E. – ELECTRICAL/LIGHTING

**Education:** B.S., Electrical Engineering Education

**Registration:** Professional Engineer in KY, AL, and MS



Mike will serve as the **Electrical/Lighting Engineer** for this project. Mike is a Senior Associate and licensed Professional Engineer with 39 years of applied experience including facility electrical design, and primary and

secondary electrical distribution and lighting systems. Engagements for these practice areas include all phases of engineering from initial planning and feasibility studies for funding applications to design and construction contract administration. Mike routinely leads multi-disciplinary project teams involving civil site components, providing him the knowledge base and relationships to effectively deliver complex infrastructure improvement projects.

### RELEVANT PROJECT EXPERIENCE:

- **University of Kentucky Coldstream Campus Electrical Distribution Improvements, Lexington, KY** – Project Manager and Electrical Design Engineer for all phases of project development, including planning, design and construction phase engineering services for this important project. The project was implemented to provide redundant power to high technology businesses requiring a highly reliable source of electrical power. In addition to redundant electrical power, underground conduit systems were provided to increase capacity for fiber-optic and communications system.
- **Water Treatment Plant Lower Service MCC Replacement, Frankfort, KY**– Project Manager and Electrical Design Engineer for project to replace aging 4.16 kV motor controls for three 300 HP low service pumps. The new motor control center utilizes 480 volt, soft start starters in a separate electrical building. The existing 4.16 kV motors were replaced with new motors for use with the 480 volt system.
- **Town Branch Commons, Lexington, KY** – Through a joint venture with another firm, Mike led efforts for design of electrical systems and roadway lighting for this linear park system involving reconstruction of Midland Avenue and Vine Street. Central to the design was implementation of a unique roadway and pedestrian scale lighting system to replace old high-pressure sodium lights with new LED fixtures and poles. Located on KYTC right-of-way, the design required approval of photometrics with urban roadway design standards and installation of a new electrical and telecommunication duct system.



**LEE CZOR, P.E., F. NSPE – GEOTECHNICAL ENGINEER**

**Education:** M.S., and B.S., Civil Engineering  
**Registration:** Professional Engineer in KY and IN



Lee will serve the team as the Geotechnical Engineer for this project. Lee is a Principal Engineer for Geotechnology, Inc. with 24 years of experience in civil and geotechnical engineering projects, which include commercial and industrial buildings, water and wastewater treatment plants, and extensive transportation infrastructure

projects (including roadway relocations, widenings, and roadway bridges over the Ohio, Tennessee, and Cumberland Rivers).

**RELEVANT PROJECT EXPERIENCE:**

- LFUCG Salt Barn Preliminary Study, Lexington, KY
- KY 32 Relocation, Elliott & Rowan Counties, KY
- KY 89 Relocation, Estill County, KY
- KY 90 Bridge over Cumberland River, Pulaski County, KY
- GMWSS WWTP Expansion, Georgetown, KY
- Mountain Parkway Widening, Magoffin County, KY
- GMWSS South Sewer Extension, Scott County, KY
- Frankfort Sewer Department, East Frankfort Interceptor, Frankfort, KY
- New Circle Road Widening/Bridge Replacements, Lexington, KY
- 21c Museum Hotel Renovations, Lexington, KY
- 2497 Eastway Drive – LFUCG Tank Site Evaluation, Lexington, KY
- Bardstown Bourbon Company, Proposed Distillery, Nelson County, KY
- Big Run Landfill Expansion (Multiple Phases), Ashland, KY
- Bluegrass Community & Technical College Winchester Campus, Winchester, KY
- Mountain Parkway Widening and Relocation, Magoffin County, KY
- Citation Boulevard Extension, Fayette County, KY
- City of Versailles Slope Instability, Pump Station/ Mains, Woodford County, Versailles, KY
- Grand Central Boulevard Slope Failure, Somerset, KY
- I-75 and KY 36 Interchange Improvements, Grant County, KY
- KY American Water – Richmond Road Plant Additions, Lexington, KY
- Kentucky Lake Lock Addition Project, Marshall County, KY
- Lafayette High School Football Stadium Replacement, Fayette County, KY
- LFUCG Tank Site Evaluations, Lexington, KY
- Lower Howard’s Creek Wastewater Treatment Plant, Clark County, KY

**BILLIE MOTSCH, PLA – LANDSCAPE ARCHITECT**

**Education:** B.S., Landscape Architecture  
**Registration:** Landscape Architect



Billie will serve the team as the project **Landscape Architect** providing existing landscape assessment and proposed landscape design. She has a strong background in the Nursery and Landscape Construction industry and has worked extensively with LFUCG on a variety of parks and open space projects. Billie

has also provided several assessments for LFUCG/Division of Water Quality as part of Element’s contract for Non-Paved Site Restoration. Billie also has extensive experience in development / infill development in Lexington and provides the landscape plans and submittals for these projects.

**RELEVANT PROJECT EXPERIENCE:**

- LFUCG Non-Paved Restoration, Various Projects, Lexington, KY
- LFUCG Gainesway Trail, Lexington, KY
- Broadway Inn Hotel Renovation/Elwood Inn (Downtown Lexington/Infill Development), Lexington, KY
- Manchester Inn Hotel (Downtown Lexington/Infill Development), Lexington, KY
- Independence Bank (Downtown Lexington/Infill Development), Lexington, KY
- Lexington Senior Center, Lexington, KY
- Shillito Park Playground Renovation, Lexington, KY
- Jacobson Park Playground Renovation, Lexington, KY
- Davis Park, Lexington, KY
- Sports Courts Renovations (various LFUCG Parks), Lexington, KY
- Masterson Hills Trail, Lexington, KY
- Thompson Road Park Renovation, Lexington, KY
- Idle Hour Park Improvements, Lexington, KY

# Past Record of Performance

## Our Project Experience, Proven Service, and Commitment to LFUCG Demonstrates Our Ability to Serve LFUCG Effectively on this Project

Strand has been providing consistent and dependable engineering services for public and private sector clientele for over 54 years since formal establishment of our office in Lexington in 1968. Throughout this timeframe we take pride in the fact that we have been entrusted by LFUCG to support its infrastructure needs on a continual basis.

We are proud of our record of performance and the privilege to be of service to the Urban County Government and our community. Strand has provided a broad range of municipal engineering services to LFUCG from land planning and programming, preliminary design, facility design and site design, to bidding, construction, and post construction services. Based on direct knowledge of Salt Barn facilities gained during the successful performance of multiple Salt Barn facilities for other communities, coupled with our previous Salt Barn design for LFUCG, Strand brings extensive knowledge and experience to the Salt Barn project. *The list of experience below and the following project descriptions detail some of our local and regional projects with attributes that directly align with the anticipated needs for this project.*

Representative List of Salt Storage Experience
Salt Storage Building – West Carrollton, OH
Salt Barn at Blue Sky Parkway Site and Facility Design – Lexington, KY
Salt Barn and Facility Design – Lexington, KY
Salt Shed Storage Facilities and Site Design, Wisconsin Department of Transportation (WisDOT) – Winnebago Counties, WI
USH 18/151 (Verona Road) Salt Shed, Wisconsin Department of Transportation (WisDOT) – Verona, WI
Sand/Salt Storage and Trench Drain Replacement – Madison, WI
Salt Barn Storage Facility, Lake Zurich Public Works Department – Lake Zurich, IL
Salt Storage Facilities Maintenance Yards M-11 and M-12 Illinois Tollway, Upchurch Group – DeKalb and Dixon County, IL
Salt Storage Facility – Village of Lindenhurst, IL
Salt Dome Storage Facility Joliet Township – Joliet, IL
Salt Barn Facility – Whitewater, WI
Salt Storage and Deicing Facility – City of Des Plaines, IL
Salt Storage Facility – Fontana, WI



Illinois Tollway's new salt storage facility.



USH 41 salt shed in Ashwaubenon, Wisconsin.



Dane County salt shed designed as part of the Verona Road project.



Fontana's salt storage building.

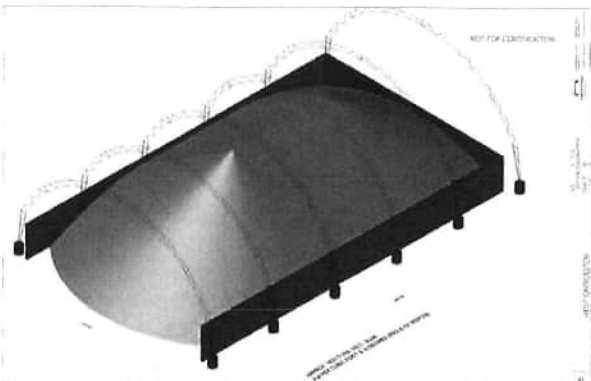
**Salt Storage Building – West Carrollton, OH**  
Strand was hired by City of West Carrollton to prepare a Long-term Facility Improvement Program for their Service Garage Facility. This site currently includes a municipal service garage building, salt dome, brine tankage, material loading areas, a fueling station, and parking. This project was split into a planning and evaluation phase and the design documents were prepared in the following phase (Phase 1). During the planning and evaluation phase, Strand was tasked with creating a concept plan for the site that included situating a new 1,500 ton salt barn, brine tankage, aggregate storage area, truck shed, dewatering pad, as well as support parking, circulation, lighting and stormwater improvements to support the new site features. The City’s future development plans for this site were also considered when evaluating the proposed site configuration. Once the original concept plan was vetted with the Owner to meet their current and future needs, the construction documents for the first phase of construction were prepared in Phase 1. Design included site demolition, pavement layout, grading, and design for new parking, circulation, and building areas. Stormwater improvements were also included which consisted of sizing and grading adjustments to the existing detention basin. Within the limits of the new pavement area, a brine tank containment area and site preparation for a prefabricated salt storage and aggregate storage building were designed. Both buildings will be pre-engineered fabric structures supported on drilled shaft foundations. Engineering

**Client:**  
City of West Carrollton, OH  
Rich Norton  
(937) 847-4661

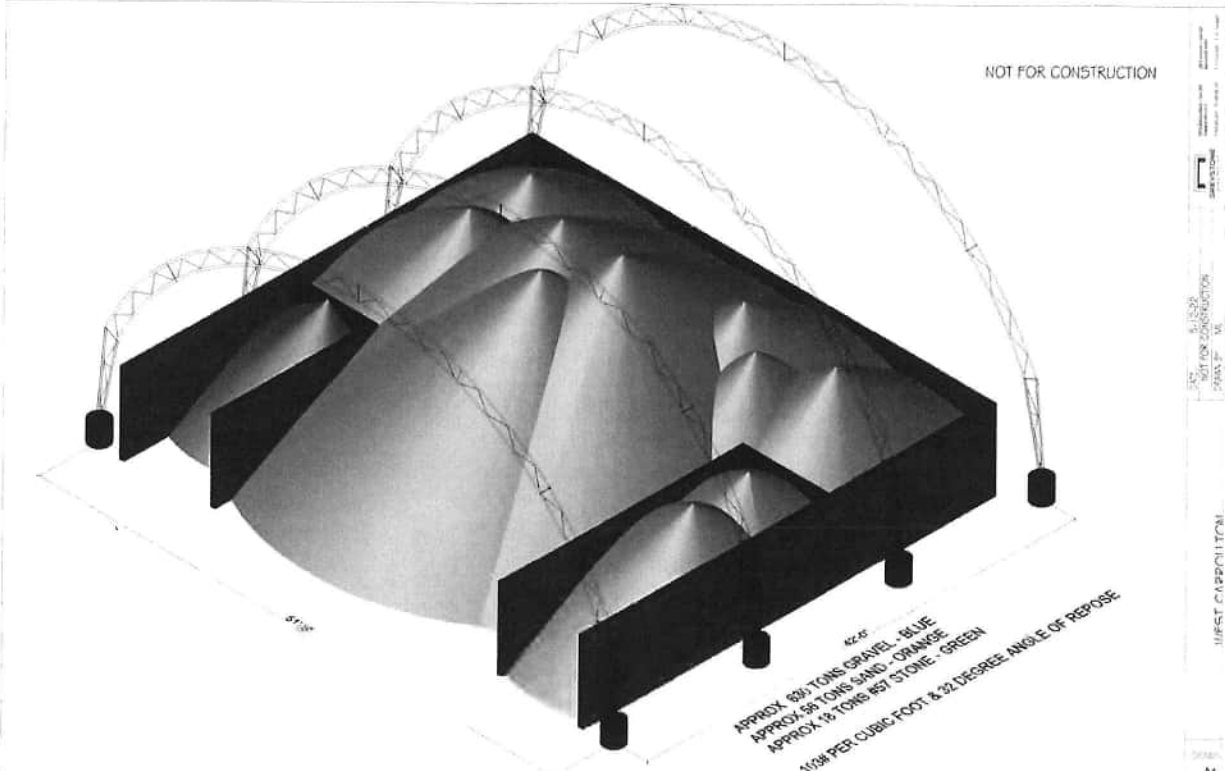
**Project Team:**  
Liz Dienst, P.E. – Structural Engineer  
Mike Woolum, P.E., P.L.S. – Site/Civil Technical Lead

**Project Cost:** \$48,000 (planning and design)      **Completion Date:** Ongoing

services on this project included demolition, surveying, civil/site, grading and erosion control, electrical and structural design. Construction for the project is currently pending funding.



Building concept provided by Greystone Construction.



Building concept provided by Greystone Construction.

### Salt Barn at Blue Sky Parkway Site and Facility Design – Lexington, KY

Strand provided comprehensive professional engineering services to the LFUCG for the design of a salt barn site and facility at Blue Sky Parkway. The existing site was formerly home to the Blue Sky WWTP and the site is adjacent to the Baughman Fork Tributary. The WWTP was a lagoon style plant which had been decommissioned and partially filled with undocumented fill. The project included a salt storage building, mobile office trailer, salt brine maker, brine storage tanks, parking areas as well as geotechnical study and FEMA floodplain analysis.

The scope of services for this project included field surveys, hydraulic analysis/FEMA floodplain analysis, development of a technical memo detailing preliminary design, coordination with regulatory agency submittals and permit applications, and preparation of final design and construction documents, as well as bidding and construction related services.

The project site offered many design challenges. The undocumented fill in the former lagoon necessitated a geotechnical study and the first phase of proposed construction included surcharging the building pad site for up to four months while settlement was monitored. The project site was also located inside the FEMA floodplain. Filling inside the floodplain is not permitted without studies to show the flood elevation will not rise,

**Client:**  
Lexington-Fayette Urban County Government  
George Milligan, Project Manager  
(859) 258-3402

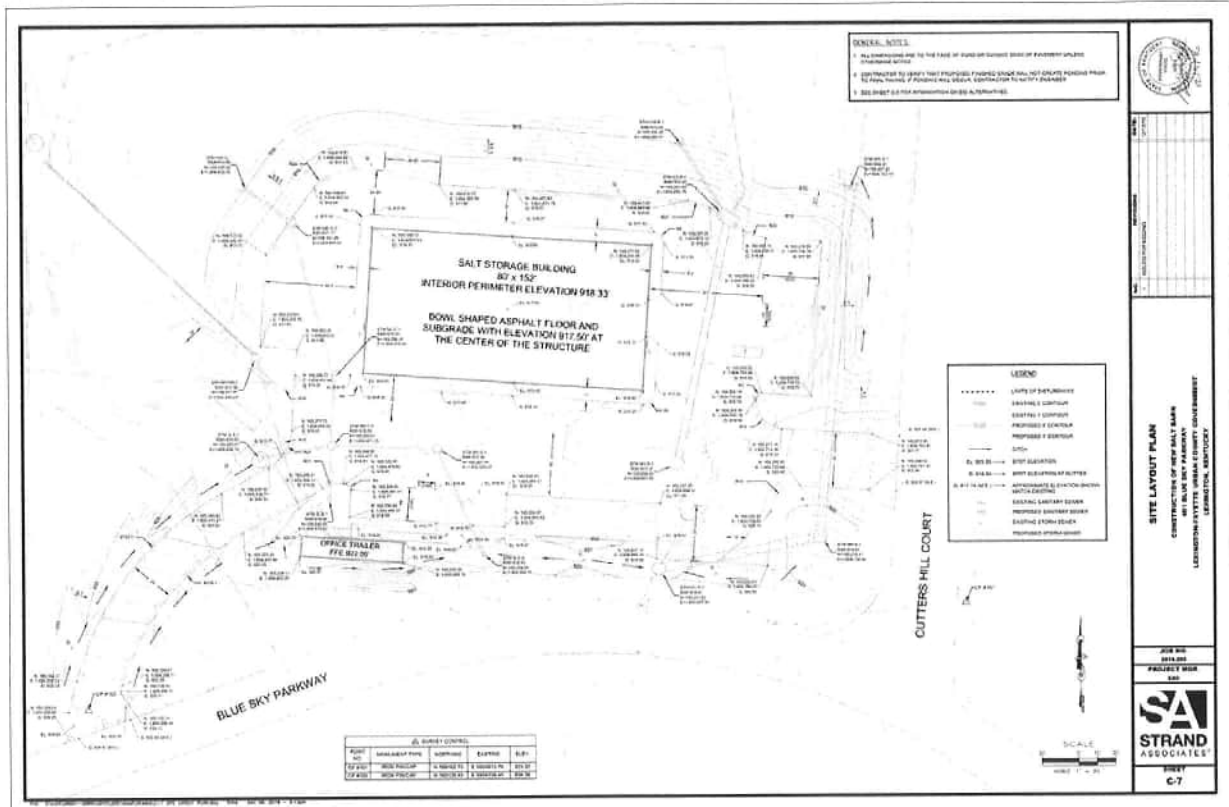
**Project Team:**  
Mike Woolum, P.E., P.L.S. - Technical Lead  
Steven Vogel, P.E. - Site Design and Logistics  
Liz Dienst, P.E. - Structural Engineer  
Mike Davis, P.E. - Lighting Engineer

**Project Cost:** \$107,050 (Design)  
**Completion Date:** 2016

yet flooding a salt facility would negatively impact the adjacent waterway. Our team studied the floodplain and designed a plan that maximized buildable area while still providing the required floodplain storage.

The final design of the facility included a built-up building pad and parking area, entry and exit to the site including truck pathways to facilitate efficient loading of salt and brine, a 12,000 sq. ft. salt storage building, a mobile office trailer, a salt brine maker, brine storage tanks, and a parking area for equipment and salt spreaders. Design considerations also included stormwater quality and quantity control for the site.

The project was designed and bid but funding shortage caused LFUCG to make the decision to not move forward with awarding the project.



**Salt Barn and Facility Design – Lexington, KY**  
 Strand provided comprehensive professional engineering services to the Lexington-Fayette Urban County Government (LFUCG) for the design of a salt barn site and facility on an 8-acre tract. The existing site was undeveloped with no utilities on-site as well as no access to Athens-Boonesboro Road. The project included a salt storage building, office/maintenance building, salt brine maker, brine storage tanks, parking areas and access road located off of Athens-Boonesboro Road near Interstate 75 in southeast Lexington.

The scope of services for this project included field surveys, hydraulic analysis, development of preliminary evaluation reports, coordination with regulatory agency submittals and permit applications, and preparation of final design and construction documents.

The goal of this project was to design an access road to the site, a 12,000 sq. ft. salt storage building, a 2,000 sq. ft. office/maintenance building, a salt brine maker, brine storage tanks, and a parking area for equipment and salt spreaders. Design considerations also included

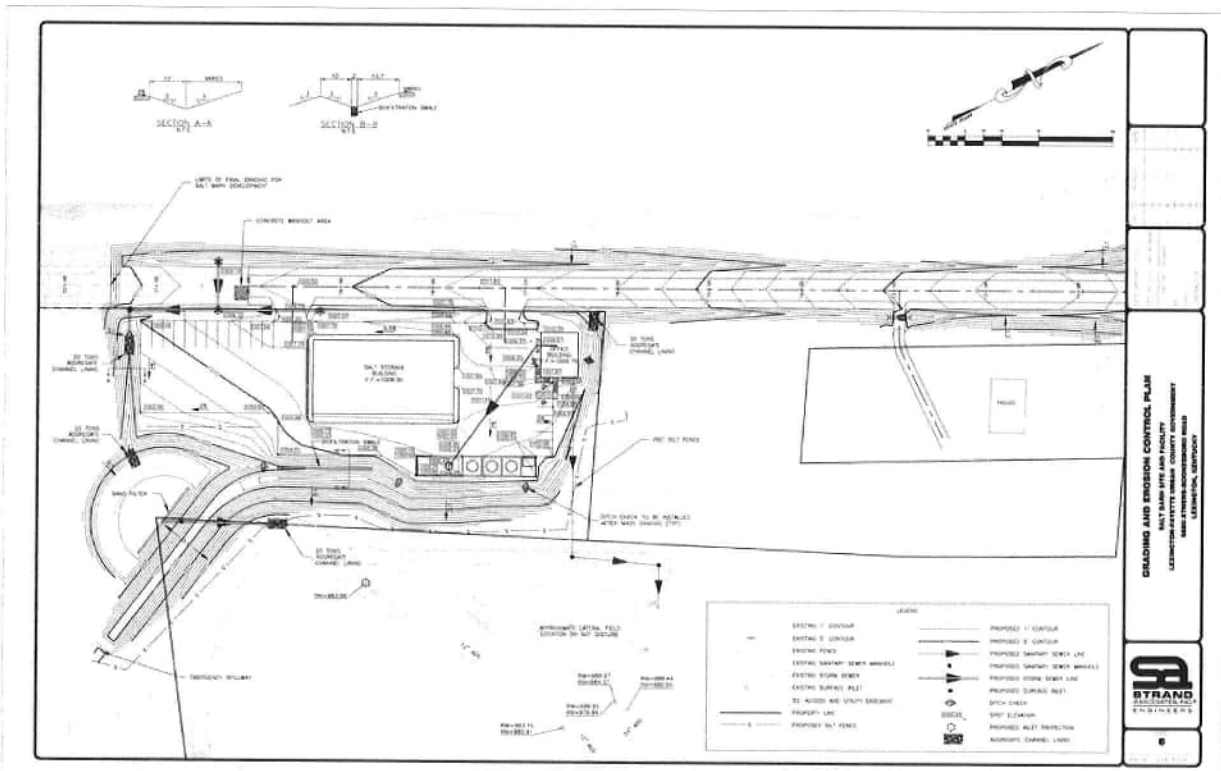
**Client:**  
 Lexington-Fayette Urban County Government  
 George Milligan, Project Manager  
 (859) 258-3402

**Project Team:**  
 Mike Davis, P.E. – Lighting  
 Mike Woolum, P.E., P.L.S. Site Civil

**Project Cost:** \$143,500 (Design)      **Completion Date:** 2009

accommodations for a future fire station on the unused portion to the rear of the site, green infrastructure where applicable, and stormwater quality and quantity control for the site.

The project was designed and ready for construction but KYTC would not grant an encroachment permit for the entrance road to the site. LFUCG made the decision to not move forward with the project at that site.



Site Grading and Erosion Control Plan.



## Solid Waste and Site Facility Expansion – Lexington, KY

LFUCG provides waste collection services to a large portion of urban Fayette County. This service requires a large number of personnel, vehicles and equipment. The existing LFUCG Division of Waste Management (formerly the Solid Waste Facility) is located on Byrd Thurman Drive, and consists of office facilities, employee parking, truck storage sheds and maintenance garages. To keep pace with growing service needs, the LFUCG planned to expand these existing facilities to accommodate more employees and collection vehicles.

In 2002, Strand was selected as the prime consultant to provide professional services for expansion of the LFUCG Solid Waste Facility. The scope of services included all phases of development beginning with design and continuing through bidding and construction. In association with a local architect and landscape architect, Strand assembled a multi-faceted project team with expertise in the many disciplines required to address the project's needs. All engineering services, including structural, civil, mechanical, electrical and plumbing were provided by Strand. The project scope included design of an expansion to the administration building, two truck sheds, a cart shed, a retention pond, a picnic shelter, an amphitheater, site utilities, parking, landscaping, and a security component that included CCTV monitoring and remote access control for security gates at the facility entrance.

Stormwater management was a particular concern for this project. Run-off from collection vehicles may contain contaminants that contribute to stream degradation. To minimize the impact on the receiving stream, the site design included a water quality basin, supplemented by special structures designed to catch debris, greases, oils and other contaminants before their discharge into the natural receiving stream. The site design reflects LFUCG and Strand's sensitivity to the environment and included an amenity component consisting of two picnic shelters and an amphitheater for employee gatherings.

The opinion of probable construction cost for the entire project was \$5.2 million. Due to budgetary cutbacks only the site design portion of the project, including utilities, parking and stormwater management was constructed in 2008. Strand provided engineering services for bidding, contract administration, and onsite observation during construction. In 2015, Strand prepared engineering contract documents and assisted with bidding and construction related services for constructing one of the truck shed buildings. Strand also designed and assisted with bidding related services for a new Cart Shed on the same site in 2018 and we look forward to assisting in any additional phases to see this project through for LFUCG Division of Waste Management.

### Client:

Lexington-Fayette Urban County Government  
George Milligan  
Project Manager  
(859) 258-3402

### Project Team:

Mike Davis, P.E. – Project Manager/Electrical  
Liz Dienst, P.E. – Structural Engineer  
Steven Vogel, P.E. – Site Design and RPR

**Project Cost:**  
\$5,200,000

**Completion Date:**  
2008



**Riverport Multimodal Warehouse and Trucking Facility – Louisville, KY**

This unique Warehouse and Trucking Facility project is located in the City of Louisville’s Jefferson Riverport International Multimodal Industrial Park. The project includes a 362,500 sq. ft. cross dock tilt-up constructed building on a 25-acre site abutted by existing industries on each side and a residential neighborhood to the rear. Our client approached us with an aggressive schedule that included working though the city of Louisville’s detailed development plan process beginning in May of 2016, finalizing plans and permitting by July 2016, and having the facility ready for occupancy by the end of 2016. The existing site was largely covered by wooded wetlands which left this tract undeveloped long after adjacent properties had been developed.

In addition to offsite wetlands mitigation, site challenges also included finding a unique approach to accommodate needs for drainage and dewatering of the site for construction. This was further complicated by the required 16-acre footprint for this large-scale facility, which required a flat building pad with no allowed steps in the foundation. This limited the ability to positively convey drainage on an already difficult site and balance the earthwork volumes that included an 8-inch loamy topsoil layer. Initially the developer had considered importing a large quantity of material to the site. However, after using advanced digital terrain modeling techniques to optimize the building location and modify the proposed floor elevation, we developed a layout and grading plan that minimized the site material imbalance and reduced cost to the client.

**Client:**

PFIII-LP Frankfort BTS, LLC  
Jeff Konieczny, Project Manager  
(615) 277-2886

**Project Team:**

Steve Vogel, P.E. – Project Manager/Design Lead  
Mike Woolum, P.E., P.L.S. – Principal in Charge

**Completion Date:**  
2017

**Project Cost:**  
\$30 Million

The final lynch-pin to these challenges involved implementation of a series of Green Wet Basins to serve this project. Not only did this allow us to control and convey stormwater on a relatively flat site, but it also provided value added water quality benefits and amenity areas. The additional material removed from the basin areas also helped balance required site material needs. Following the mitigation of the wetlands, the vegetation on site was mulched and left in place. Due to the site’s historic wetland characteristics, removal of the mulch using machinery was difficult. Through a collaborative effort between the design team and the project soils engineer, we developed a unique approach to dewatering and site stabilization. Using a Geogrid subgrade stabilization system, the contractor was able to bridge soft soil conditions while allowing construction crews to install the green wet basins and begin dewatering the site. This system saved time on a tight project schedule and was also utilized to stabilize construction staging areas and existing parking and drive aisles as part of the pavement section for additional cost savings.



Green wet ponds provided mechanism for site dewatering. (12/8/16)



25-acre wetlands-laced project site. (7/25/16)



Special Geogrid reinforced pavement section for construction traffic loading. (10/17/16)



### Coldstream Research Park – Lexington, KY

The University of Kentucky’s development of the 1,000-acre Coldstream Farm, an agricultural experimentation station, has culminated into the Coldstream Research Campus, a state-of-the-art office research park primed for success. Strand Associates has provided master planning, civil engineering, surveying and construction phase services in connection with this project. Integral to the concept of this project is a multi-use trail network and aesthetic controls to promote a cohesive theme throughout the park as build-out occurs.

Strand’s project involvement has encompassed all elements from planning to site design including roadway, intersection signalization, grading, storm drainage, sanitary sewers and compliance with groundwater protection requirements for the Royal Spring Aquifer. Our services included reconstruction for a portion of Newtown Pike, one of Lexington’s busiest arterials, and over 3 miles of interior parkways and streets with nicely landscaped medians and islands. Aristides Boulevard serves as the principal gateway to the campus with a wide parkway entrance flanked by landscaped stone entrance gates with a 42’x13’ CON/SPAN® arched stone-faced

#### Client:

University of Kentucky Coldstream Research Campus  
George Ward, Executive Director  
(859) 231-8324

#### Project Team:

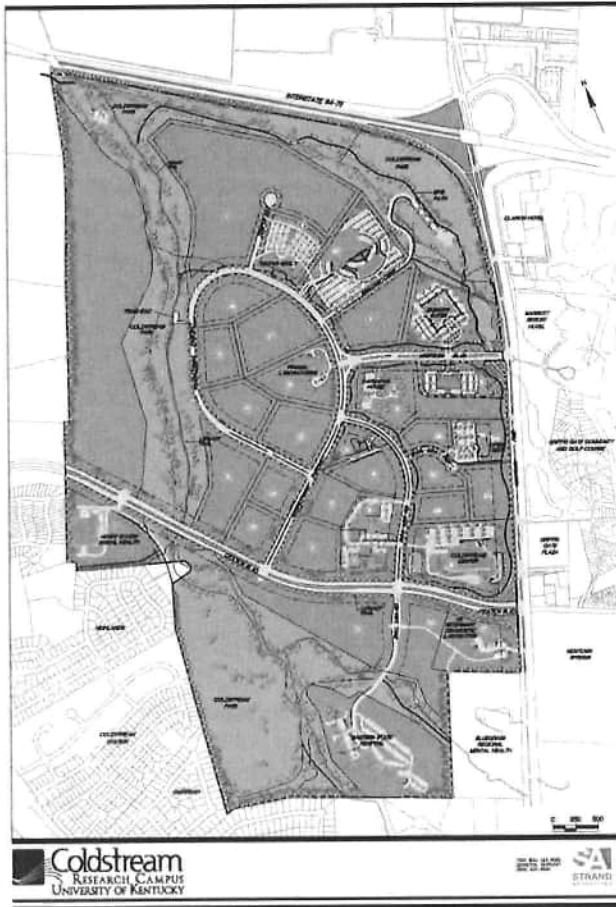
Mike Woolum, P.E., P.L.S. – Site/Civil Engineer  
Liz Dienst, P.E. – Structural Engineer  
Steve Vogel, P.E. – Drainage Engineer  
Mike Davis, P.E. – Electrical Engineer  
Matt McMackin, P.E., P.L.S. – Land Surveyor

**Completion Date:**  
Ongoing

**Project Cost:**  
\$15 Million

bridge crossing a four-acre lake. These aesthetic elements provide an unmistakable identity for Coldstream with its unique park-like setting.

On a routine basis, we continue to assist the University in their recruitment of prospective tenants for the park, through preparation of schematic plans and feasibility studies. Strand has represented the University for over 30 years on this project providing on-going consulting, contract administration, and resident observation services.



# Project Familiarity and Approach

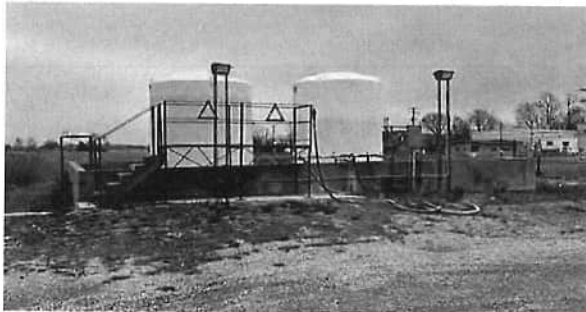
## Strand’s Detailed Project Understanding and Delivery Approach are Key Attributes Needed for Achievement of Project Goals

LFUCG operates the Division of Streets and Roads (DSR) Campus at 1791 Old Frankfort Pike. The site houses a variety of facilities and maintenance structures, vehicular and equipment storage areas, a large asphalt training pad, and an existing wooden gambrel salt barn structure. The salt barn was constructed in 1994 and has served its useful life. Structural assessments of the barn have been performed and it is LFUCG’s desire to build a new structure and demolish the existing barn. Along with the new salt storage structure construction, a new training pad will likely be required along with appropriate support roadways, utilities, and drainage improvements to accommodate the new layout and support site logistics.

In 2019, the LFUCG undertook a Site Assessment and Feasibility Study effort. The findings of this study are the basis for the preliminary project elements, site layout, project budget, and phasing approach reviewed in connection with our proposal for this project.

### Project Familiarity

Our understanding of the project is that it will include the implementation of phases 1 and 2 of the 2019 Feasibility Study. The cost estimate provided in the study for phases 1 and 2 is approximately \$2.47 million based on 2018 unit prices. Based solely on inflation and not considering supply chain issues or other factors impacting the construction industry, this cost is likely closer to \$2.93 million if all of the project elements are included.



Existing brine making equipment and secondary enclosure.

Phase 1 includes the construction of a 4,500-ton salt dome structure with brine making equipment, new pavement maneuvering areas, associated stormwater collection facilities, utility improvements, demolition of the existing salt barn and construction of a new parking area in its place, and associated site entrance improvements. Since the study was completed, a new secondary enclosure and

brine making equipment were installed. The reuse of these will be evaluated as part of the preliminary evaluation.

The 2019 Feasibility Study for the site evaluated multiple options for a new salt storage structure and eventually identified a salt dome to be located on top of the existing building pad. These type of salt domes are pre-engineered structures that bear on a cast in plane concrete ring wall. In this the ring wall will be situated on top of the existing engineered concrete slab which reduces the need for excavation on the landfill site.

The existing pad is currently being used by DSR as a material handling pad and equipment storage area. If a building is located on this pad, a new material loading pad will be required. The only other paved surface on the landfill site is the large training pad used by the Division of Waste Management. The Phase 2 portion of the project includes a new 5.33-acre asphalt pad to be used as the waste management training area together with new roadway connections between the new and existing asphalt pads for improved site circulation.

### Existing Site Conditions

The site is located along Old Frankfort Pike which is a state route owned and maintained by the Kentucky Transportation Cabinet. The road frontage has multiple entrance points though the existing stacked stone walls. The existing approach anticipates reusing these entrance points, potentially eliminating the need to obtain new encroachment permits for entrance reconstruction.



Overhead utilities along Old Frankfort Pike.

The road frontage also has multiple utilities including overhead electric distribution and telecommunications. These service the site from the pole located near the main entrance to 1791 Old Frankfort Pike. The project scope anticipates installation of underground electric and potential future communications connections. There is also an existing underground water line that provides service to the site near the now demolished structure that

once was the Fayette County Attorney Driver Education Building, situated close to Old Frankfort Pike.

The area to be developed is located on top of the Old Frankfort Pike Landfill. The landfill was capped in 2002 with soils of varying depths placed over the waste and then topped with a 12-inch layer of clay and another 12-inch layer of topsoil. A leachate collection system is installed at the lower end of the landfill benches and includes a geotextile wrapped gravel trench extends into the bedrock. An 8-inch perforated leachate collection pipe at the bottom of the trench carries leachate to a sump pump that takes it to a pump station. A force main pumps the waste into the sanitary system and it finds its way into the Town Branch WWTP. During the project the landfill record drawings will be reviewed to make sure any new features at the site will not interfere with the existing leachate collection system or the gas management system.

At the time the landfill was capped in 2002, provisions were made to support a future building on the site. In addition to the clay cover layer, a subgrade bridging matrix layer consisting of No. 57 stone, geotextile fabric, HDPE liner, another layer of geotextile fabric, and finally DGA was installed to support a grid of 45 column foundations and perimeter grade beams with a concrete slab that now covers a 200 ft x 100 ft area. This pad will allow a building to be erected without disturbing the landfill below. Over the years the area has been used as a material handling pad by DSR and currently houses a variety of equipment. Sections of the pad appear to have settled and created a shallow ponding area.



Existing building pad and ponded water.

Stormwater from the existing pad area currently sheet flows to an open channel conveyance system that drains along the edge of the existing truck parking pad to a stormwater detention basin along the banks of Town Branch Creek just upstream of the culvert underneath New Circle Road. Approximately half of the proposed training pad area flows to this basin while the balance appears to flow to the east before being captured by an open channel and directed to Town Branch Creek.

### Approach

The following includes our understanding of the project scope, the requested implementation approach, and preliminary critical success elements that our team has identified as part of this initial evaluation.

### Preliminary Evaluation

The project will begin with a kickoff meeting with LFUCG and key internal stakeholders, so that the design team can confirm the project goals and objectives. This meeting will also be used to formalize a decision-making protocols and review timeframes required to meet the proposed project completion schedule.

Our initial effort will include performing a preliminary site evaluation for the project. This will include a critical assessment of the technical aspects of the 2019 Feasibility Study. While the existing layout includes all of the required elements, we will also review and evaluate operational logistics and other site specific considerations. Site circulation and operational functions of the salt barn facility will be reviewed for periods of active and off-season use to inform the ultimate layout of the planned site improvements. This will also include a review of the existing access points, their impact on site operations, and possible modifications or enhancements.

Grading of the site will be a critical consideration for the site operations and overall project cost. There are relatively steep slopes in the loading and maneuvering area in front of the proposed salt dome location that will require several feet of fill to bring up to grade. Additionally, the area for the proposed training pad appears to have slopes between 3-6% with some areas near the extents at over 8%. These areas will likely require fill to adjust the slopes which will increase the surface loading on the landfill area. Any impacts from the additional loading or to the leachate and venting infrastructure will be considered as part of the design.



Steep slopes adjacent to existing building pad.

Salt storage facilities present a potential for adverse environmental impacts from surface water runoff to receiving streams and groundwater intrusion. Evaluation of proposed site operations will be performed to enhance prevention, elimination, and reduction of key point sources, such as surface water runoff, spillage, and leakage. Local, state, and federal regulations will be followed, and recommendations as provided by the Salt Institute will be incorporated into the site layout and Best Management Practices selected for implementation. Containment structures will be utilized for above-ground storage tanks and brine makers, if included.

The approach to stormwater conveyance and control is a critical element of the site development. The open channel conveyance is preferred on top of the capped landfill and the use of underground infrastructure will be limited to locations where crossing the conveyance path cannot be avoided. Stormwater management will be incorporated to control the quality and quantity of stormwater runoff from impervious areas of the proposed site. Initially, the evaluation will be focused on opportunities to leverage the existing capacity in the current stormwater controls or modifications to the basin to increase its storage and treatment capacity. Additional site specific stormwater control facilities will be evaluated and utilized as appropriate on the site.



Existing retention pond area at project site.

Utility relocations and/or upgrades, including water and electric, will be evaluated for the site and area lighting can be provided for the proposed parking lot and areas within and surrounding the salt dome and other required facilities. Opportunities to implement site lighting without impacting the existing landfill cap and leachate system will be used to develop appropriate lighting approach to produce the desired foot candles around the site. Potential site security options similar to the system currently utilized at the Solid Waste Facility will be evaluated.

Since the salt dome is expected to be a pre-engineered structure, the structure design will be limited to performance criteria such as length, width, height, openings that will be shown on the plans with the desired site layout. By selecting this type of structure, the ring wall could simply be doweled into the existing concrete building pad and the only foundations required to be built would be for a grade beam at the dome's entrance. The preliminary report situates the dome in a location that will allow the entry grade beam to be constructed off the existing concrete mat foundation. This may be possible and would avoid disturbing the existing pad to build the grade beam, but it also causes a portion of the dome to extend off the existing pad. Additional concrete would need to be placed to support a portion of the ring wall. Further study of the record drawings for the area will be needed to determine if this is the best way to situate the dome or if it would be more beneficial to keep

the full ring wall on the same existing foundation to minimize any differential settlement for the structure.



Salt dome storage and deicing facility, Des Plaines, IL.

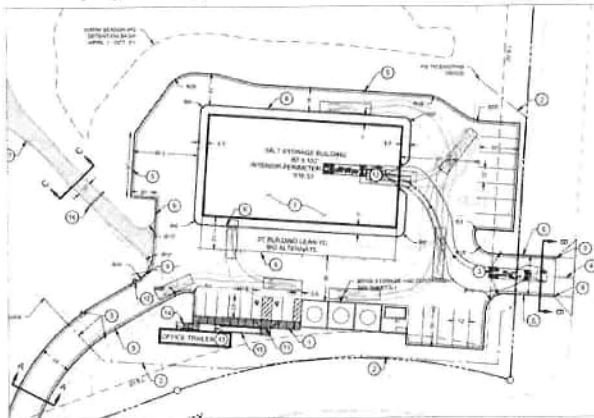
The previous cost opinion was completed in 2019 using data from the 2018 KYTC Unit Prices. The climate of the construction industry has changed significantly since that time and a thorough evaluation of the overall project budget will need to be completed prior to moving into construction document preparation. The dome supplier estimated that the cost increase of the installation of the salt dome structure had increase approximately \$100,000 from \$375,000 to \$475,000. While not all elements will see exactly the same escalation, the over 25% increase is likely not far off based on what we have seen on other projects over the same timeframe. The available budget and cost opinion will guide the project team in the selection of scope to include in a bid package and identification of possible alternatives.

Upon conclusion of our evaluation of the 2019 Feasibility Study, we will develop an integrated site plan option with all desired site program components that optimizes utilization of the existing site. The layout will be significantly influenced by the stormwater management approach and salt dome location. Manufacturers for various salt domes that meet the project requirements will be contacted to discuss the siting and operational requirements erection and use of structure in the final selected site layout.

The site plan options will also consider flow of traffic throughout the site, vehicle parking, equipment storage and entrance ingress/egress requirements. We will meet with Traffic Engineering as required, to discuss any operational and safety considerations for predicted truck queuing requirements for salt deliveries and departures. Incorporated in the site plan options will be concepts for storm water collection, conveyance, and management strategies for both quantity and stormwater quality. The resulting preliminary evaluation will yield an implementable option for a well-integrated design solution that is responsive to construction and site-related concerns unique to the project location. Using LFUCG's



and/or Strand’s most recent cost data, we will also update the opinion of probable construction cost to reflect any impact resulting from the preliminary design on the overall project budget.



Salt Storage Turning Movement Study.

### Construction Documentation and Permitting

After meeting with LFUCG to discuss comments on the preliminary evaluation and decisions on a preferred site layout, salt dome, and appurtenances, we will begin preparation of preliminary construction plans for the project. These plans will be submitted to the LFUCG Division of Engineering, Division of Environmental Quality, and DSR. We will also begin our site survey and geotechnical efforts based on the approved site layout.



Existing overhead utilities along Old Frankfort Pike.

Utility coordination will begin early in our process. We recognize that continuous contact with the local agencies is important in avoiding surprises during the later stages of project development. Potential conflicts with existing overhead power lines and buried utilities lines will be identified early in the project to prevent delays in the project schedule. To this end we will assist LFUCG with coordination efforts throughout the duration of the project to address required relocations and to facilitate extension of utility services to the site.

A Stormwater Pollution Prevention (SWPP) Plan will be developed for construction and Ground Water Protection Plan (GWPP) and will be developed to support post construction operations for the facility to regulate

practices that affect the quantity and quality of stormwater runoff. This will be accomplished through a combination of specified best management practices, good housekeeping steps, and appropriate stormwater control measures that are included in the final stormwater management plan for the site.

Permitting requirements are anticipated to include standard permits for construction site disturbance along with special permits related to the highway maintenance facility located on a landfill site. While the feasibility study seems to indicate that an KYTC permit is not required, any work within right of way is generally required to be covered by an encroachment permit. Site improvements and salt dome construction, including any penetrations of the barrier cap, will have to be approved by the Kentucky Division of Waste Management.

Upon approval of the preliminary plans, we will proceed with the preparation of final detailed design drawings, technical specifications, bidding documents, and permits, including a final opinion of probable construction cost. The plans, specifications and other documents will be delivered both in hard copy reproducible and in electronic format as required by LFUCG. Final deliverables will be accompanied with copies of required permits and agency approvals for incorporation in the bid documents as appropriate.

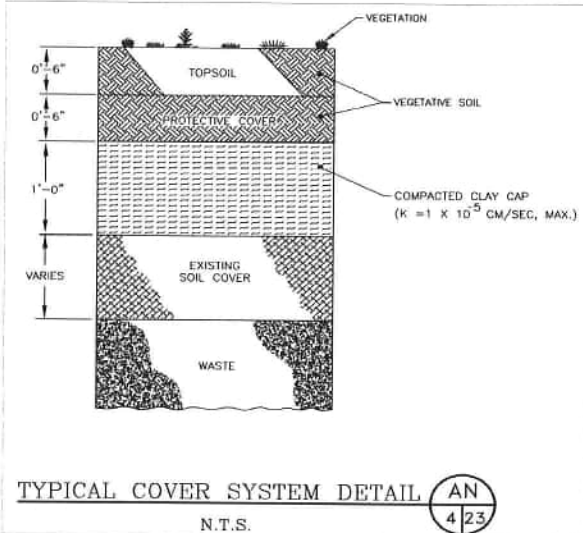
### Budget Management

In today’s construction market, small changes to specifications and timing can have a significant impact on the overall construction budget. We work closely with construction managers and contractors to identify opportunities to mitigate impacts to potential budget and schedule issues. The initial construction budget was established through the 2019 Feasibility Study. At each milestone point, our updated construction cost opinion is developed and evaluated with LFUCG. Documenting existing conditions, establishing protocols to address unknown conditions during construction, and identifying long-lead materials are all keys to controlling project budget.

### Geotechnical Evaluation

The RFP requests 12 borings within or around the perimeter of the existing concrete Material Handling Pad, where the proposed salt dome and two proposed 8,000-gallon salt brine tanks will be located. It should be noted that the concrete pad and foundation elements are underlain by layers of coarse aggregate stone with layers of geotextile and an HDPE liner within the matrix. We do not know the extent of this liner system outside the extent of the pad, but do not anticipate being able to drill through the existing pad and underlying material without damaging the liner system.

We anticipate that these borings will be performed around the perimeter of the existing pad, will be relatively shallow borings (10' each) to penetrate the upper clay cap and to determine the thickness and quality of the soils above the solid waste layer. We do not intend to drill a significant depth into the solid waste as the thickness of the waste, underlying clay liner material, and depth to rock should be documented on the as-built documents for the landfill. Standard Penetration Testing (SPT's) will be performed at regular intervals and samples will be collected for laboratory moisture content and soil classification testing.



Detail from 2001 Old Frankfort Pike Site Improvements Plan Project, Arcadis.

Per the RFP, geotechnical borings are requested at 50' intervals, however it is not defined as to what this pertains. Typically, this 50' interval has been the standard for drilling along sanitary or storm sewer alignments where attempting to define the rock line is of primary interest. However, the phase I and II portions of this project are primarily associated with design of the salt dome and new pavement construction for the access roads and other paved areas. Sampling for these would typically be performed at 300' intervals for profile borings (based on the LFUCG Geotechnical Manual recommendations for drilling test borings along roadways), with sampling to include SPTs, Shelby Tubes, and Bag samples.

We propose to perform 7 test borings at 300' intervals along the access roads and 10 borings within the proposed large, paved area north and east of the existing driver training areas. These borings will also be relatively shallow (assuming 6.5' each), with the intent of determining the type and consistency of the near surface soils, and their ability to support new pavement construction. We propose a total of 6 bag samples will be collected, which will be used for laboratory classification, Standard Proctor, and CBR testing in support of the

pavement designs. As noted above, it is not our intent to sample into the solid waste layer below the clay cap of the landfill, merely to develop the soil support characteristics of the near surface soil layer. Thickness of waste materials and depth to bedrock should be documented elsewhere.

If alternate methods of determining clay cap thickness or confirming as-built conditions of the existing material handling pad or existing paved areas (such as geophysical methods or pavement cores) are preferred, we can provide scope of work and fee estimate as needed.

**Bidding and Construction Phase Services**

Strand will assist LFUCG throughout the bidding process including facilitation of the pre-bid conference, responding to Contractor questions, preparation of required addenda, and evaluation of bids for the accepted lowest responsive bidder. After which a contractor is awarded the project, Strand will assist with Contract Administration by reviewing shop drawings, evaluating change orders, conducting site visits and observing construction on a weekly basis, attending periodic coordination meetings, and at final completion, assisting LFUCG with preparation of a list of items remaining to be completed. Key members of our design team will also be available to respond to questions related to matters of design intent throughout the duration of construction.

**Meetings and Communication Plan**

Up to three progress review meetings are anticipated with LFUCG throughout the course of the project. These meetings will be spaced throughout the project to discuss progress and review of submittals. Opinions of probable construction cost will be prepared for each meeting, including life cycle cost analysis for the various proposed layouts and salt dome options. Our scope of services includes a plan to regularly communicate with LFUCG and other stakeholders, including maintenance teams, throughout the course of the project. Progress reports will also be provided on a monthly basis to enhance communication and support invoicing reviews. Our approach also includes a project scoping and kick-off meeting for the planning level discussions early in the project.

**Schedule**

To meet the 130-day scheduled outlined in the RFP will require ongoing open discussions between the LFUCG project representative and the Strand Team to facilitate efficient knowledge sharing that can result in timely decision making. Having one point of contact with LFUCG who is empowered to make decisions as we move through the design process will greatly improve the workflow and allow a smooth adherence to the project schedule.

# Local Employment

## Locally-Based Project Team Fosters Commitment to Successful Project Completion

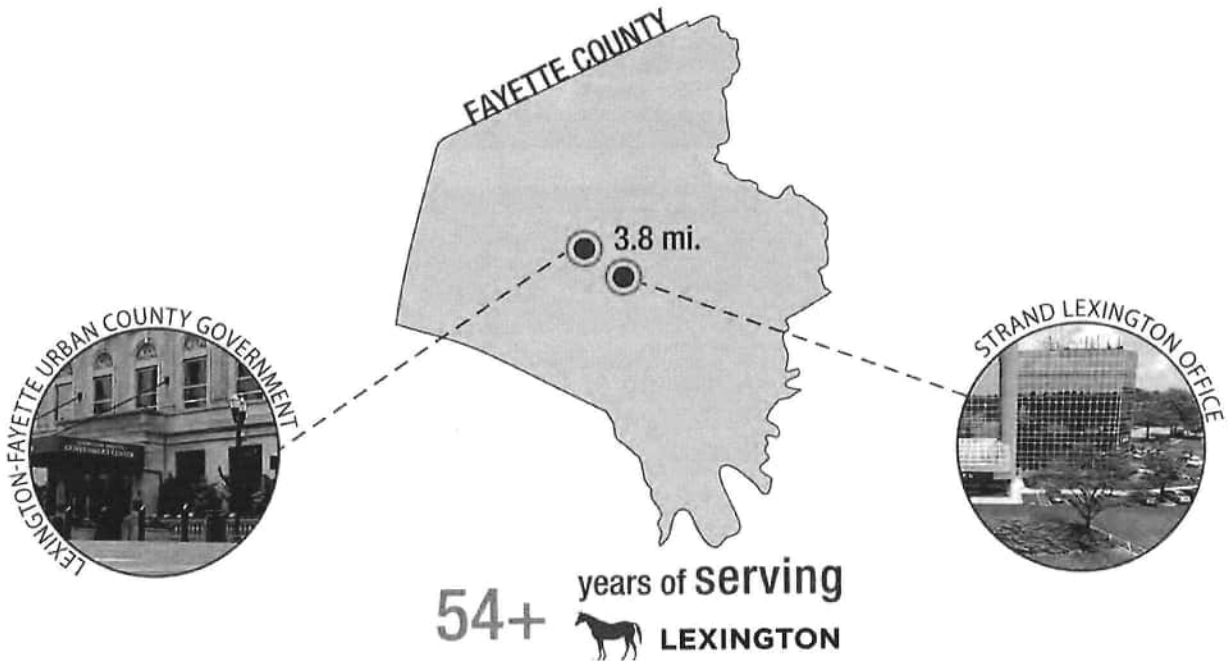
Selection of Strand for this project will maximize local employment utilizing our Lexington office to manage and deliver the project. Our firm has a long-standing relationship with the Lexington community that extends back to the original founding of our Lexington office in 1968, when our firm was formally established. Our Project Team is local and fully invested in many aspects of this community. The following illustrates that our Lexington office and Project Team is local with team members that live in Lexington and have supported LFUCG initiatives through service in excess of 39+ years and counting.

### Our Lexington Office is Local

- Founded in 1968 (Six Years before Lexington and Fayette County Governments formally merged).
- Continuous record of service to Lexington since 1968.
- Local Design Team members have over 120 years of project experience serving LFUCG on municipal projects.
- Includes a staffing complement of 20 professionals
- 98% of the work will be completed by our local staff

### Our Team is Local

- Our Project Manager has served various divisions of LFUCG for the last 16 years on a variety of site, civil, and stormwater improvement projects.
- Geotechnology, our geotechnical teaming partner, is located 3 miles from the site and has a long history serving LFUCG
- Element, our DBE subconsultant partner has a local Lexington office.





# Project Cost

## Strand’s Proposed Fee Structure is Designed to Maximize Completed Construction with Thoughtful Implementation Solutions

As part of our preliminary evaluation, we will complete a thorough evaluation of the cost estimate provided in the Preliminary Study. The cost provided in that study for phases 1 and 2 is approximately \$2.47 million based on 2018 unit prices. Based solely on inflation and not considering supply chain issues or other factors impacting the construction industry, this cost is likely closer to \$2.93 million if all of the project elements are included.

The project team and project approach have been specifically developed to meet the intent of the Request for Proposal (RFP). We believe this team and approach will provide for successful development of the Salt Dome project, while affording cost-effective value-added services to better inform project delivery.

Our estimated lump-sum fees for completing services as detailed in the RFP and as described in our Project Approach are shown below.

CONSULTANT SERVICES	LUMP SUM FEE
1. Preliminary Site Evaluation	\$ 18,000
2. Preliminary Plans, Survey, and Geotechnical Evaluation	\$ 75,500
3. Construction Documents	\$ 41,000
4. Bidding Services	\$ 10,000
5. Construction Administration	\$ 29,600
<b>SUBTOTAL</b>	<b>\$ 174,100</b>
6. Weekly Site Visits at \$140 per hour (162 Hours)	\$ 22,680
<b>TOTAL</b>	<b>\$ 196,780</b>



Existing Division of Streets and Roads Campus at 1791 Old Frankfort Pike.

## AFFIDAVIT

Comes the Affiant, Joseph M. Bunker, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Joseph M. Bunker and he/she is the individual submitting the proposal or is the authorized representative of Strand Associates, 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.

Joseph M Bunker

STATE OF Wisconsin

COUNTY OF Dane

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joseph M. Bunker on this the 8 day of December, 2022

My Commission expires: July 4, 2025

Laura Elizabeth Roberts  
NOTARY PUBLIC, STATE AT LARGE



## 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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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

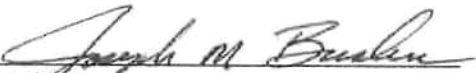
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided 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.

  
Signature

12/8/2022  
Date



# 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.*

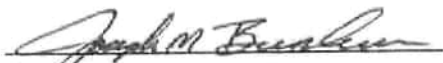
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

## Bidders

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

  
Signature

  
Name of Business



Strand Associates, Inc.®

651 Penimeter Drive, Suite 220

Lexington, KY 40517

(P) 859-225-8500

### **Equal Employment Opportunity Policy Statement**

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

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

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



## LFUCG MWDBE PARTICIPATION FORM

Bid/RFQ/Quote Reference # RFP #66-2022 Design Services for Salt Dome

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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. Ramona Fry, RLA ASLA LEED AP Element Design 366 South Broadway Lexington, KY 40508 859-389-6533 ramona@element-site.com	WBE	Landscape Architecture	*TBD	*TBD
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/RFQ/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Strand Associates, Inc.  
Company

12/15/22  
Date

  
Company Representative

Corporate Secretary  
Title

\*Note: Strand strives to achieve LFUCG's DBE and VOB participation goals. We regularly utilize DBE and VOB subconsultants as part of our project team. We did not identify a VOB for inclusion on the project team. Strand is committed to identifying opportunities for DBE and VOB businesses as the project scope is finalized. The total dollar value of MWDBE contracts will be determined based on the actual project scope.

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFQ/Quote # RFP #66-2022 Design Services for Salt Dome**

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 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.

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 MWDBE 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

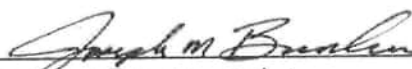
\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ 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.

Strand Associates, Inc. \_\_\_\_\_  
Company  
12/15/22 \_\_\_\_\_  
Date

  
\_\_\_\_\_  
Company Representative  
Corporate Secretary  
\_\_\_\_\_  
Title

## AMERICAN RESCUE PLAN ACT

### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such*



District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. *The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national*

origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

*15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

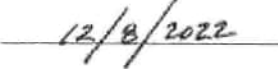
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

  
Signature

  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Strand Associates, Inc.

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	10	8	1						1							8	2
Professionals	353	275	55	6	3	2	1			6	1			2	2	291	62
Superintendents	-															-	-
Supervisors	-															-	-
Foremen	-															-	-
Technicians	66	59	5	1						1						61	5
Protective Service	-															-	-
Para-Professionals	-															-	-
Office/Clerical	56	11	38	1	2		1		1	1	1					13	43
Skilled Craft	-															-	-
Service/Maintenance	3	1				2										3	-
<b>Total:</b>	<b>488</b>	<b>354</b>	<b>99</b>	<b>8</b>	<b>5</b>	<b>4</b>	<b>2</b>	<b>-</b>	<b>2</b>	<b>8</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>2</b>	<b>376</b>	<b>112</b>

Prepared By: Audra Wells, H/R Coordinator Date: 12/13/22  
 (Name and Title) Revised 2015-Dec-15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2022

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

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

<b>PRODUCER</b> Ansay & Associates, LLC. 2901 W. Beltline Hwy. Suite 202 Madison WI 53713		<b>CONTACT NAME:</b> Joe Keal <b>PHONE (A/C, No., Ext):</b> 800-643-6133 <b>E-MAIL ADDRESS:</b> joe.keal@ansay.com <b>FAX (A/C, No):</b> 608-831-4777	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : CNA Insurance Companies</b>	
		<b>NAIC #</b>	
		35289	
<b>INSURED</b> Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715		STRAASS-01 <b>INSURER D :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**

**CERTIFICATE NUMBER:** 1633290890

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 <input checked="" type="checkbox"/> Bikt.Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			5099170076	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 900,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5099170062	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5099170059	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC595126844	1/1/2022	1/1/2023	X WC STATUTORY LIMITS	OTHER
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2022	7/11/2023	Each Claim	2,000,000
							Aggregate	2,000,000
							Full Prior Acts	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

Blank Certificate

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

# DRAFT

Date { \_\_\_\_\_ }

{ Complete OWNER Name }  
{ Address }  
{ City, ST, Zip }

Attention: { Official's Name, Title }

Re: Agreement for General Services  
{ Project Name }

This is an Agreement between { the } { OWNER Name }, { include state if City/Town/Village }, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the { Project Description } project. This Agreement shall be in accordance with the following elements.

## Scope of Services

ENGINEER will provide the following Services to OWNER.

1. { Appropriate Verbiage }
2. { Appropriate Verbiage }

## Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.



5. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
6. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
7. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
8. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

### **Compensation**

OWNER shall compensate ENGINEER for Services {a lump sum of \$ { }} {on an hourly rate basis plus expenses an estimated fee of \$ { }}.



Expenses incurred such as those for {subconsultants,} travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The {lump sum} {estimated fee} for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the {lump sum} {estimated fee} that reflects any wage scale adjustments made.

	Hourly Billing Rates*
Principal Engineer	\$ { } to \$ { }
Senior Project Manager	\$ { } to \$ { }
Project Managers	\$ { } to \$ { }
Project Engineers and Scientists	\$ { } to \$ { }
Engineering Technicians and Draftspersons	\$ { } to \$ { }
Administrative	\$ { }

\* Updated annually on July 1

The {lump sum} {estimated fee} will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of Date { }. Services are scheduled for completion on Date { }.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.

4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
9. Pay all permit and plan review fees payable to regulatory agencies.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

#### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

#### **Payment Requests**

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

#### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency { } requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against

{Complete OWNER Name}  
Page 6  
Date { }

**DRAFT**

ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the {State of } {Commonwealth of Kentucky}.

**Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.<sup>®</sup>

{OWNER NAME}

**DRAFT**

**NOT FOR  
SIGNATURE  
DRAFT**

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

Date

\_\_\_\_\_  
{Official's Name}  
{Position}

Date

**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

