

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Strand Associates, Inc.® 1525 Bull Lea Road, Suite 100, Lexington, KY 40511 (**CONSULTANT**). **OWNER** intends to proceed with the Contract 5–Pedestrian, Bike, or Multimodal Trail Design/Planning Services Program as described in the attached Exhibit A, “Request for Qualifications for Professional Engineering Services, Contract 5, RFP #13-2014.” The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

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

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** **must perform all duties** necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 5, RFP# 13-2014" (including Addenda 1-3), and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP# 13-2014), and amendments to the **CONSULTANT'S** proposal included in

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

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

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

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

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

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

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

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

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT

5.1.1. For Basic Services

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

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

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

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

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

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

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

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

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

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

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

6.9.3. Financial Responsibility

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

6.9.4. Insurance Requirements

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

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

6.9.6 Definition of Default

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

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

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

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

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

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

STRAND ASSOCIATES, INC.®

BY: _____
JIM GRAY, MAYOR

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

ATTEST:

URBAN COUNTY COUNCIL CLERK
~~COMMONWEALTH OF KENTUCKY~~)
State of Wisconsin)
~~COUNTY OF FAYETTE~~)
Dane

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

My commission expires: June 20, 2017.

Rachel A. Frieders
NOTARY PUBLIC



EXHIBIT A

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

RFP# 13- 2014



Lexington-Fayette Urban County Government

Request for Proposal

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

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

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

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

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

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

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

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

Questions regarding this RFP shall be addressed to:

Theresa Maynard, Buyer Senior
Division of Central Purchasing
theresam@lexingtonky.gov

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

The Deadline for Questions is Thursday, March 12th, 2014 at 2:00 pm local time.

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

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

Prepared by: _____
Name & Title

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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

A. 1.0 DEFINITIONS.

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

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

a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

3.0 FINANCIAL RESPONSIBILITY

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

4.0 **INSURANCE REQUIREMENTS**

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

4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

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

NONE

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

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

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

4.5. Verification of Coverage

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

4.6. Right to Review, Audit and Inspect

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

5.0 **SAFETY AND LOSS CONTROL**

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

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

6.0 DEFINITION OF DEFAULT

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

00302720

Request for Qualifications (RFQ) for Professional Engineering Services

1. Background

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

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

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

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

2. Contract Type and Contracting Process

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

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

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

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

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

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

3. General Project Description

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

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

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

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

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

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

4. Submittals

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

Section

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

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

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

5. Disadvantaged Business Enterprise (DBE) Notice

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

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

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

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

6. Selection Criteria (Attachment 2)

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

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

Notes:

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

Attachment 1

Project Team Location(s)

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

Notes:

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

Attachment 2 – RFP #13-2014 Scoring Sheet

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

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

Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit

Affirmative Action Plan

EEO Agreement

Workforce Analysis

Insurance

Comments:

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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: #**13-2014**

Date: March 7, 2014

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

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

TO ALL PROSPECTIVE BIDDERS:

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

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

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: #**13-2014**

Date: March 17, 2014

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

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

TO ALL PROSPECTIVE BIDDERS:

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

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

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

SIGN-IN SHEET

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

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG – Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Astin	strand	225-8500	Mark.Astin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233-2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul PARSEN	THELEN ASSOCIATES	226-0761	PPARSEN@thelenaassoc.com
Laura Mize	Lochner	224-4476	LMize@hwlochner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	g.isaacs@palmer.net.com
Kevin Damron	Palmer	859.537.6577	kdamron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	M.MERRIMAN@S&ME.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-5732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavelich	BFMJ Structural Eng	859-278-5050	n.pavelich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Ainslie	L.F. Gregg	859-252-7558	jainslie@legregg.com
WALTER BOWMAN	W. Bowman Assoc	859 619 0129	walthowman@twe.com

Questions for RFP #13-2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



March 26, 2014

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

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

Dear Ms. Maynard:

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

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

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

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in blue ink, appearing to read 'Michael A. Woolum', written over a light blue horizontal line.

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

Table of Contents

Tab Section

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

Appendix A - Resume Section

Appendix B - Required Forms & Misc. Documents

- **Strand Associates, Inc.**
 - MBE/WBE Participation*
 - Good Faith Effort*
 - Affirmative Action Plan*
 - Equal Opportunity Agreement*
 - Work Force Analysis Form*
 - Certificate of Liability Insurance*
- **Third Rock Consulting, Inc.**
 - Work Force Analysis Form*
 - Firm Profile*
- **Cultural Resource Analysts, Inc.**
 - Work Force Analysis Form*
 - Firm Profile*
- **EHI Consultants**
 - Work Force Analysis Form*
 - Firm Profile*
- **Barr & Prevost**
 - Work Force Analysis Form*
 - Firm Profile*
- **Jacobi , Toombs and Lanz, Inc.**
 - Work Force Analysis Form*
 - Firm Profile*

2. Firm Qualifications

Strand's Local Pedestrian, Bike and Multi-Modal Trail Improvement Achievements Highlight Required Sensitivity for this Important Community Building Focus

Our informed infrastructure recommendations help maximize community benefits.

Our local office staff has become a proven resource for this essential community need with Strand's involvement on many recent efforts to bolster the City's bicycle, pedestrian and multi-modal trail facilities initiative. Having recently completed two major community defining projects with the Legacy Trail and Downtown Streetscape Improvements Master Plan and Phase I Implementation, our firm brings unparalleled perspective to this design-sensitive practice area. Working within the framework of the downtown urban core area has also helped our team understand the importance of this



Legacy Trail - Kentucky Horse Park Connection.

community focus, having been engaged with numerous special interest groups, businesses and the public at large. The working knowledge we have gained will allow us to help LFUCG make informed infrastructure investment decisions that often require creativity in the built environment to maximize community benefits.

Experienced Management Team Brings Creativity and Versatility Required to Effectively Support Pedestrian, Bike and Multi-Modal Trail Projects

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

Strand's Project Management leadership group includes individuals with unique backgrounds that enable us to effectively tailor a delivery team to meet a given project's specific needs. We propose to utilize this approach since our prior experience with streetscape and trails initiatives recognizes the diverse range of potential pedestrian, bike and multi-modal trails project challenges which could include among others:

- Modifications to roadway typical sections along potentially congested street corridors.
- Neighborhood pedestrian improvements requiring sensitivity to drainage and private property issues.
- Constrained areas requiring adaptive approaches to ADA compliance.
- Design-sensitive corridor improvements requiring heightened public involvement.
- Parallel efforts involving traffic calming and safety enhancement measures.

By matching project management skillsets to the needs of a given project, we can most efficiently and effectively satisfy your pedestrian, bike and multi-modal trail planning and design needs.

Client History and Related References Provide Further Confirmation of Streetscape and Trail Expertise and Ability to Meet Client's Needs

Strong client relationships are forged by successful project endeavors.

We have had the opportunity to serve many major clients in this region for streetscape and trail-related needs including: Louisville Metro Government, Cincinnati, OH, Covington, KY and many other surrounding communities to name a few. Strand's achievements include feasibility studies and master plans that have culminated in award winning streetscape and trail projects as well as numerous neighborhood improvements projects to address pedestrian safety and mobility concerns with notable projects completed under the Safe Routes to Schools program. You are encouraged to contact our references with regard to our prior service and the project solutions we have developed on their behalf. We are confident their responses will further

document our quality commitment and reinforce your confidence in our ability to address your specific pedestrian, bike and multi-modal trail planning and design needs.

Previous Experience Strengthens Understanding Required to Address Varied Pedestrian and Bicycle-Related Project Needs

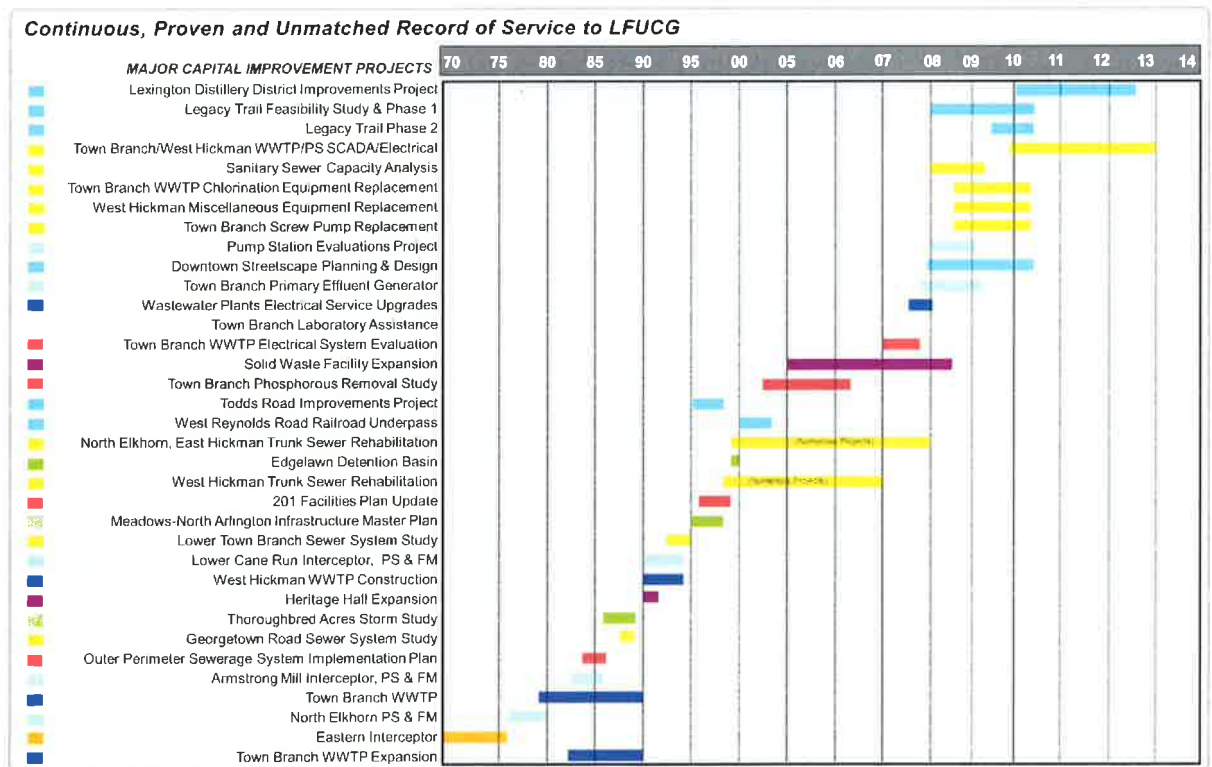
With many competing program needs and an ever expanding funding gap between infrastructure spending capacity and public expectations, our Team understands the importance of leveraging infrastructure investment. Having a well-documented record of performance with major streetscape, pedestrian and trail initiatives, our Team brings a cost-benefit mindset to this LFUCG improvements program. As no two projects are alike, our Team credentials are testimony to the nimble approach often required for successful project outcomes. Our services on such notable projects as LFUCG’s Downtown Streetscape Improvements, Legacy Trail and the Ohio River Levee Trail are examples of projects with significant pedestrian and trail improvement benefits under challenging circumstances. Similarly, our work to expedite completion of the Appomattox Road Bridge Replacement and the Meadows-North Arlington Infrastructure Master Plan in North Lexington are small neighborhood project examples that resulted in improved mobility with important community safety benefits. To these successful conclusions, we are committed to positive outcomes on all projects large and small.

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

As documented in the chart below our local office has been serving LFUCG for over 40 years on a variety of infrastructure needs including many recent pedestrian, bike and multi-modal trail-related projects. The longevity and continuity of our local staff is reinforced by their unyielding commitment to help improve the city infrastructure realm as highlighted in our continuous record of service on behalf of LFUCG.

Visible community benefits strengthen buy-in to projects large and small.

Longevity and continuity is a hallmark of Strand’s pedestrian and bicycle facilities team.



3. Project Team

Experienced Project Managers with Support of Seasoned Technical Resources Provides Specialized Experience to Serve a Complete Range of Project Needs

Our Team has the requisite credentials and capabilities, and is committed to the successful completion of this program component.

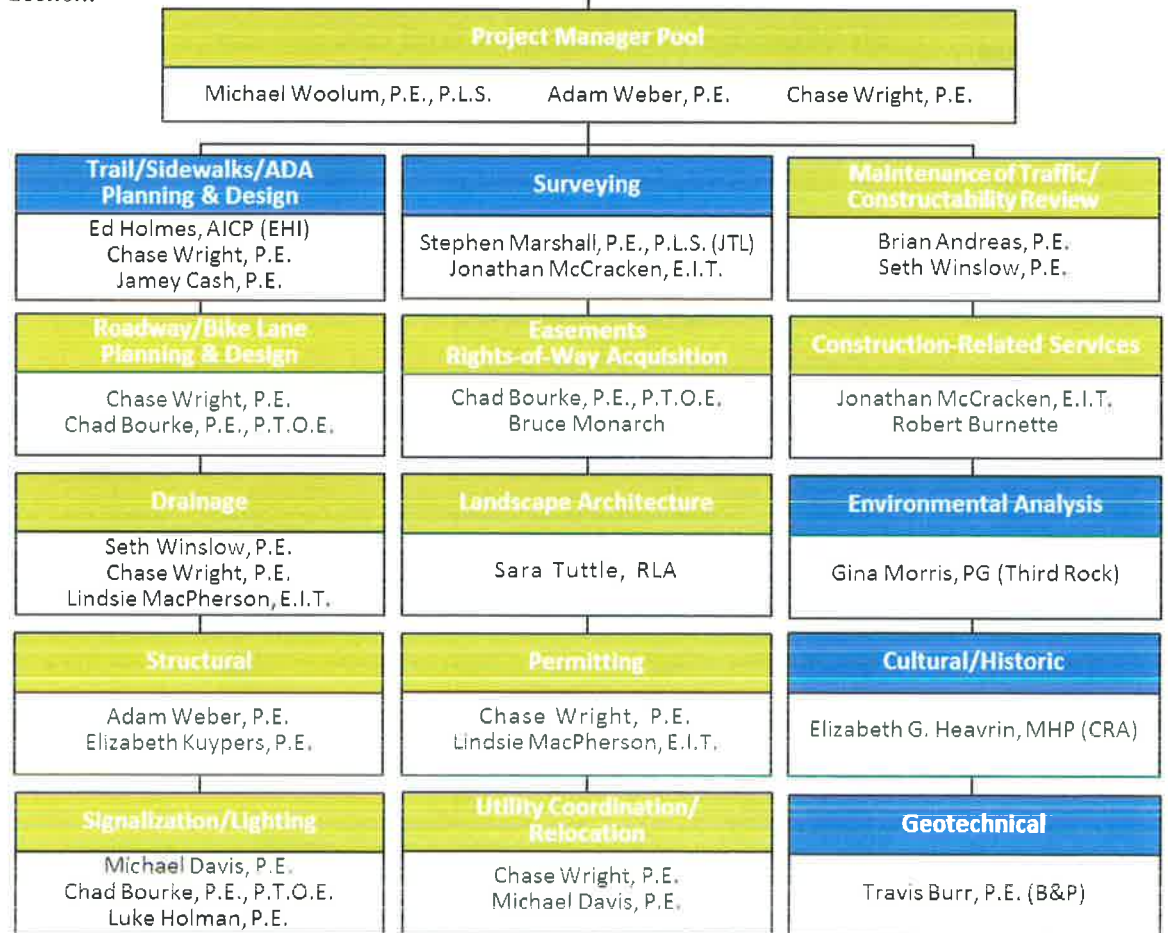
Our Project Team offers the complete range of engineering capabilities that are needed for the many technical challenges that could potentially result through this infrastructure program. We have included project managers with specialized experience directly related to this project discipline who take pride in their work having served on many prior projects on behalf of LFUCG. Our Project Management Team is supported by local engineers and technicians with years of experience involving pedestrian, bike, and multimodal trail design/planning projects. Additionally, Strand’s collaborative partnership with EHI Consultants, Barr & Prevost, Jacobi, Toombs & Lanz, Inc., Third Rock Consultants, LLC and Cultural Resources Analysts, Inc. on previous projects brings familiar expertise related to planning, geotechnical engineering, surveying, and environmental services. The individuals listed in the organizational chart below will serve in key leadership positions responsible for guiding and directing other Team members during the course of the project.

Thumbnail resumes for key personnel follow within this section with full resumes of the primary team members included as an attachment in the *Appendix A - Resume Section*.



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

Listed resources are also supported by other locally available staff.



(JTL) Jacobi, Toombs & Lanz, Inc. (EHI) EHI Consultants (Third Rock) Third Rock Consultants, LLC (CRA) Cultural Resource Analysts (B&P) Barr & Prevost

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

Project Management Team

Our Project Management Team has been developed to include both senior project managers and a project manager so that we can match LFUCG's needs on a particular project with the appropriate staff. Each of our project managers exceeds the defined requirements for three relevant projects within the past five years. A short biography for each project manager followed by a listing of recent applicable experience is provided below.

Michael Woolum, P.E., P.L.S. has 30 years of experience in civil engineering which includes providing a wide range of engineering services to LFUCG since 1985.

Michael's diverse project experience includes planning and design of bicycle and pedestrian improvements. He will serve LFUCG as project manager on complex bicycle and pedestrian planning and design assignments similar to the role he played on the LFUCG's Downtown Streetscape Project and Distillery District initiatives. For projects managed by others, he will remain involved as Principal-In-Charge providing support as needed.



- Principal/Project Manager – South Limestone, West Main, West Vine, East Main – LFUCG
- Principal/Project Manager - Legacy Trail - LFUCG
- Project Manager – North Broadway – KYTC District 7
- Principal – Scottsville Streetscape – City of Scottsville, KY

Adam Weber, P.E. has 14 years of experience as a structural engineer focused on transportation structures and improvements including roadway and pedestrian bridges, box culverts, retaining walls, and drainage structures. His background includes structural inspection and evaluation, structural design, and construction related services in Kentucky, Ohio, Illinois, and Wisconsin, plus working with LFUCG on roadway and trail improvement projects. Adam's experience throughout all aspects of structural engineering combined with his LFUCG experience make him a great partner for LFUCG to manage bicycle and pedestrian assignments.



- Project Manager/Design Engineer - Legacy Trail - LFUCG
- Project Manager/Design Engineer - Appomattox Road - LFUCG
- Design Engineer - North Broadway - KYTC District 7
- Design Engineer - Scottsville Streetscape - City of Scottsville, KY

Chase Wright, P.E. has eight years of experience in transportation engineering. Chase's transportation experience includes providing engineering and management services to LFUCG, KYTC, and other local public agencies with federally funded projects. He has played key roles including managing aspects and design of bicycle and pedestrian improvements for Lexington and other communities. His understanding of LFUCG/KYTC requirements, ADA compliance issues and bicycle facilities will be beneficial as he serves LFUCG as project manager on bicycle and pedestrian assignments.



- Assistant PM/Design Engineer – South Limestone, West Main, West Vine, East Main – LFUCG
- Assistant PM/Design Engineer – North Broadway – KYTC District 7
- Project Manager/Design Engineer – Scottsville Streetscape – City of Scottsville, KY
- Project Manager/Design Engineer – Paris Safe Route to School – City of Paris, KY

Qualifications of Key Project Team Members

Jamey L. Cash, P.E. - Trail, Sidewalk, and ADA Compliance Planning and Design

Jamey will provide Pedestrian, Bike or Multimodal Trail Design/Planning for this project. Jamey has over 14 years of experience and is a licensed professional engineer in Kentucky. Jamey has served as project designer and project manager for various transportation related projects, including aspects for roadway, sidewalk, bike lanes, and shared-use trails. Jamey's responsibilities on these projects have included planning, surveying, geometric design, ADA Compliance, pavement markings, signing, drainage design, right of way plans, right of way acquisition, bidding services, and construction administration. His experience on pedestrian related projects is diverse and extensive.



Chad Bourke P.E., P.T.O.E. - Roadway/Bike Lane Planning and Design

Chad will assist with roadway and bike lane planning and design for assignments. Chad has over 9 years of experience, is a licensed professional engineer in Kentucky, and is a registered Professional Traffic Operations Engineer. Chad completed the Request to Experiment for the floating bike lane concept in downtown Lexington, KY. Chad followed the Downtown Streetscape project through design, completing the pavement marking, signage, and signal improvements for the project which incorporated the additional of bike lanes. His experience in construction observation as a young engineer gives him the needed insight to proactively design projects to avoid issues during construction.



Seth Winslow P.E. - Drainage & Constructability/MOT

Seth will assist with drainage design and constructability/MOT reviews for assignments. Seth has 15 years of experience and is a licensed professional engineer in Kentucky. Seth completed the drainage analysis for South Limestone and has been involved with reviewing plans on the North Broadway project. Seth has served as a project manager and designer for a wide variety of roadway projects from multilane urban roadways to rural bridge replacements. Seth's project assignments have included drainage, storm sewer, geometric design, and MOT.



Sara Tuttle, RLA - Landscape Architecture

Sara will be responsible for landscape architecture efforts. Sara has 33 years of experience and is a Registered Landscape Architect in Kentucky. She is well versed in representing both public and private sector clients. Sara is also highly experienced in theme-based collaboration and design, transportation enhancements, and implementation of green infrastructure strategies. She has developed a thorough understanding of LFUCG requirements through successfully represented clients in Lexington from planning through construction. Some of her projects include Griffin Gate, HealthFirst Bluegrass, Coldstream Research Campus and Southland Christian Church.



Experience matrix highlights reciprocal capabilities offered by project team members.

Team Member Experience Matrix

Key Project-Related Experience Attributes

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

Team Member	Project Management	Trail/Stidewalk/ADA	Roadway/Bike Lanes	Drainage	Structural	Signalization/Lighting	Surveying	Easements/Rights-of-Way	Landscape Architecture	Permitting	Utility Coordination/Relocation	MOT/Constructability Review	Construction-Related Services
Michael Woolum, P.E., P.L.S.													
Adam Weber, P.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Chase Wright, P.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jamey Cash, P.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Chad Bourke, P.E., P.T.O.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Seth Winslow, P.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Elizabeth Kuypers, P.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mike Davis, P.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Luke Holman, P.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sara Tuttle, RLA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jonathan McCracken, E.I.T.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lindsie MacPherson, E.I.T.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brian Andreas, P.E.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bruce Monarch	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Robert Burnette	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Subconsultant Participation

Our Project Team is supported by the added technical resources provided by EHI Consultants, Barr & Prevost, Jacobi, Toombs & Lanz, Inc., Third Rock Consultants, LLC and Cultural Resources Analysts, Inc. respectively for planning, geotechnical engineering, surveying, environmental analysis, and cultural & historic evaluations. Strand is no stranger to this group, having collaborated with each firm on many past similar projects. EHI Consultants, Barr & Prevost, and Third Rock Consultants also provide our Team with DBE subcontracting opportunities in line with LFUCG’s 10% participation goal. Our Project Management Team will work closely with each subconsultant firm to fulfill the specialized services they bring to bear on behalf of LFUCG for this project. With LFUCG’s approval, Strand is also prepared to include additional DBE subconsultant firms as project assignments require to meet LFUCG’s 10% participant goal.

Project Management Plan

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



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

4. Clients for Which Similar Work has Been Performed

Client History and Related References Provide Further Confirmation of Pedestrian, Bike, and Trail Expertise and Ability to Meet Clients Needs

<i>Client Name</i>	<i>Similar Projects Completed</i>
Brad Frazier, PE, Director Division of Engineering Lexington-Fayette Urban County Government Lexington, KY (859) 258-3410 bfrazier@lexingtonky.gov	Legacy Trail Distillery District Feasibility Study South Limestone Street Reconstruction West Main Streetscape Improvements East Main Streetscape Improvements West Vine Streetscape Improvements
Joshua Samples, PE Commonwealth of Kentucky Kentucky Transportation Cabinet (859) 246-2355 joshua.samples@ky.gov	US 27 (N. Broadway) Roadway, Railroad, and Bridge Improvements (Item No. 7-412)
Mayor Rob Cline City of Scottsville Scottsville, KY (270) 237-3238 Email: none	East Main (KY 100) Streetscape Improvements
Mike Asalon, Engineering Services Director City of Paris Paris, KY (859) 987-2110 masalon@paris.ky.gov	Paris Safe Route to School
Mayor Chris McGlone City of Vanceburg Vanceburg, KY (606) 796-6003 vanceburgmayor@gmail.com	Vanceburg Safe Route to School

5. List of Similar Projects

Previous Experience Demonstrates Understanding Required to Address Varied Pedestrian, Bike, or Multimodal Trails Related Project Needs

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

Strand has served LFUCG and other state agencies and local municipal governments on a broad range of infrastructure-related projects over the last 40+ years. Services provided have included planning, design and construction-related support for various projects including roadways, bridges, trails, neighborhood improvements, flood control, channel restoration, facilities and streetscape improvements, calling on all disciplines of engineering with our in-house resources. In addition, members of our Team are recognized for their innovative approaches in solving design challenges in the dense urban core area, including award winning experience on the City's Legacy Trail and Downtown Streetscape Improvements Projects. Our experience with LFUCG is testimony to this fact with our notable achievements for the Distillery District Town Branch Trail and revitalized bicycle and pedestrian facilities along the Main, Vine, and S. Limestone Street Corridors.



Legacy Trail - Kentucky Horse Park Connection.



Ohio River Levee Trail.



Downtown Streetscape Improvements - Vine Street Promenade.

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

In supporting pedestrian and bicycle facilities related needs associated with LFUCG's Contract 5, our Team's capabilities and experience are well suited to address the varied challenges and conditions that may arise. Our project listing and Team's experience includes specialized capabilities in the following additional areas of consideration:

- Adaptive Reuse of Existing Facilities
- Community Outreach and Public Involvement
- Planning and Feasibility Studies
- AASHTO Guide and Urban Trail Design Standards
- CIP, Pre-Cast, and Pre-Fabricated Structural Systems
- Utility Coordination and Relocations
- FEMA CLOMR/LOMR
- Environmental Analysis and Permitting
- Aesthetics and Local Context

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

List of Similar Projects

Project Name	Date	Services Provided	Project Description	Construction Cost	Key Team Member
Distillery District Improvements Program Feasibility Study Lexington-Fayette Urban County Government: Lexington, KY	2013	Planning Services	<ul style="list-style-type: none"> Evaluate existing conditions related to roadway, bicycle, and pedestrian travel modes. Review proposed redevelopment plans and develop alternative combinations for roadway/trail. Provide recommended alternatives including turn lane and intersection improvements Identify priority action items to address concerns prohibiting development Develop phasing and implementation strategy for the project. 	\$14,800,000 - \$23,900,000 (EST)	Michael Woolum, P.E., P.L.S. Chase Wright, P.E. Adam Weber, P.E. Chad Bourke, P.E., P.T.O.E. Michael Davis, P.E. Jonathan McCracken, E.I.T.
US 27 (N. Broadway) Roadway, Railroad, and Bridge Improvements Item No. 7-412.00 Kentucky Transportation Cabinet (KYTC) Lexington, KY	On-going	Design Services	<ul style="list-style-type: none"> Upgrade existing rural roadway section to urban section and widen roadway typical section. Add substantial horizontal and vertical clearance at railroad bridge. Develop drainage solution to address existing roadway flooding that requires street closure. Evaluate retaining wall sections required to retain rock and address known karst topography. Incorporate bicycle and pedestrian improvements into project. Evaluation of railroad alignment alternatives and bridge replacement options. 	\$9,200,000 - \$11,200,000 (EST)	Michael Woolum, P.E., P.L.S. Chase Wright, P.E. Adam Weber, P.E. Chad Bourke, P.E., P.T.O.E. Seth Winslow, P.E. Lindsie MacPherson, E.I.T. Jonathan McCracken, E.I.T.
South Limestone Street Reconstruction Lexington-Fayette Urban County Government: Lexington, KY	2010	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> Urban roadway reconstruction, streetscape improvements, & utility infrastructure replacement. Reconstruct 3 intersections including traffic signalization and ADA compliance upgrades. Roadway drainage improvements including green infrastructure Pedestrian and bicycle improvements. Extensive project coordination with LFUCG, utilities, permitting agencies, and contractor Urban roadway and streetscape improvements from Broadway to Limestone 	\$13,150,000	Michael Woolum, P.E., P.L.S. Chase Wright, P.E. Seth Winslow, P.E. Chad Bourke, P.E., P.T.O.E. Michael Davis, P.E.
West Main Streetscape Improvements Lexington-Fayette Urban County Government: Lexington, KY	2010	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> Reconstruct 4 intersections including traffic signalization and ADA compliance upgrades Roadway drainage improvements including green infrastructure Pedestrian and bicycle improvements Extensive project coordination with LFUCG, utilities, permitting agencies, and contractor Urban roadway and streetscape improvements from Limestone to Rose 	\$1,800,000	Michael Woolum, P.E., P.L.S. Chase Wright, P.E. Chad Bourke, P.E., P.T.O.E. Jamey Cash, P.E.
East Main Streetscape Improvements Lexington-Fayette Urban County Government: Lexington, KY	2011	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> Reconstruct 3 intersections including traffic signalization and ADA compliance upgrades Roadway drainage improvements including green infrastructure Pedestrian and bicycle improvements Extensive project coordination with LFUCG, utilities, permitting agencies, and contractor Urban roadway and streetscape improvements from Broadway to Limestone 	\$2,610,000	Michael Woolum, P.E., P.L.S. Chase Wright, P.E. Chad Bourke, P.E., P.T.O.E. Jamey Cash, P.E.
West Vine Streetscape Improvements Lexington-Fayette Urban County Government: Lexington, KY	2010	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> Reconstruct 4 intersections including traffic signalization and ADA compliance upgrades Roadway drainage improvements including green infrastructure Pedestrian and bicycle improvements Extensive project coordination with LFUCG, utilities, permitting agencies, and contractor Urban roadway and streetscape improvements 	\$9,010,000	Michael Woolum, P.E., P.L.S. Chase Wright, P.E. Chad Bourke, P.E., P.T.O.E. Jamey Cash, P.E.
East Main Street (KY 100) Streetscape Improvements City of Scottsville Scottsville, KY	2014	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> Traffic calming measures and pedestrian improvements including crosswalks and ADA walkways Roadway lighting/electrical, drainage, and landscape improvements Structural retaining walls and ADA compliant ramp from lower to upper walkway. 	\$375,000	Michael Woolum, P.E., P.L.S. Chase Wright, P.E. Adam Weber, P.E.
Paris Safe Route to School City of Paris Paris, KY	2014	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> Sidewalk improvements along KY 1939 Development of recurred easement documentation for partial acquisition of 14 parcels Drainage improvements including two new culverts Sidewalk designed to minimize cost and avoid existing conflicts with utilities and trees 	\$160,000	Michael Woolum, P.E., P.L.S. Mark Askin, P.E. Chase Wright, P.E. Adam Weber, P.E.
Vanceburg Safe Route to School City of Vanceburg Vanceburg, KY	2013	Planning and Design Services	<ul style="list-style-type: none"> Sidewalk improvements along KY 59 Drainage design to improve several areas that experience localized ponding Pavement marking and signage improvements to enhance pedestrian visibility and slow traffic Sidewalk accessibility ADA accessibility improvements 	\$210,000	Michael Woolum, P.E., P.L.S. Chase Wright, P.E. Adam Weber, P.E.
Legacy Trail Lexington-Fayette Urban County Government Lexington, KY	2010	Planning and Design Services	<ul style="list-style-type: none"> Planning for entire 2.5-mile trail connecting the Kentucky Horse Park to Downtown Design of 8.5 miles of trail from the Kentucky Horse Park to the North de YMCA. Design of seven bridges over Cane Run Creek and retaining walls Public involvement including steering committee and public meetings. 	\$8,000,000	Michael Woolum, P.E., P.L.S. Adam Weber, P.E. Michael Davis, P.E. Jamey Cash, P.E. J. Bruce Monarch
Oldham County Pedestrian/Bicycle Trail Oldham County Fiscal Court Oldham County, KY	2009	Planning, Design, and Construction-related Services	<ul style="list-style-type: none"> Drainage design including localized drainage and floodplain analysis/FEMA permitting Design of 3.2 miles of trail connecting KY 303 Park and Oldham 8 commercial center on KY 63. Drainage design including several culvert extensions Structural design for two rock gabion retaining walls Easement acquisition for 14 parcels. 	\$620,000	Jamey Cash, P.E. Adam Weber, P.E.
Bloomfield Safe Route to School City of Bloomfield Bloomfield, KY	2013	Planning and Design Services, Construction Related Services	<ul style="list-style-type: none"> Development and Design of 3,100 LF of concrete sidewalk along Arnold Lane and Faith Avenue Drainage improvements, including several drain under sidewalk structures Provide pedestrian connectivity between elementary school, middle school, and county library 	\$185,000	Jamey Cash, P.E. Abbe Michalski, P.E.

Local Office-Attachment 1

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	Madison, WI	1946	192	2
Local Office & PM Location	Lexington, KY	1968	17	9
Other Location	Louisville, KY	1968	25	3
Sub Consultants				
EHI Consultants - Planning	Total	1995	5	5
Headquarters	Lexington, KY	1995	3	3
Local Office	Lexington, KY	1995	3	3
Third Rock Consultants - Environmental	Total	2000	26	3
Headquarters	Lexington, KY	2000	23	3
Local Office	Lexington, KY	2000	23	3
Jacobi, Toombs, & Lanz. - Surveying	Total	1955	42	3
Headquarters	Louisville, KY	1955	9	3
Local Office	Louisville, KY	1955	9	3
Barr & Prevost - Geotechnical/Drilling	Total	1997	125	5
Headquarters/Local Office	Columbus, OH	1997	50	5
Cultural Resource Analysts - Historic	Total	1983	74	Variable
Headquarters	Lexington, KY	1983	35	Variable
Local Office	Lexington, KY	1983	35	Variable

b
a
c

Notes:

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

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

7. Disadvantaged Business Enterprise Involvement

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

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

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

For this project, the Strand team includes listed support from locally based DBE's EHI Consultants for planning and Third Rock Consultants, LLC for environmental-related services; Louisville based DBE Jacobi, Toombs & Lanz, Inc. for surveying; Ohio based DBE Barr & Prevost for geotechnical related services. We have also included Cultural Resources Analysts, a locally-based small business that specializes in cultural and historic environmental concerns. Common among each of these subconsultant team members is a prior working relationship with Strand on many other similar related projects.

For the entirety of project services under this contract, Strand is committed to meeting or exceeding LFUCG's 10% goal for DBE firm participation. If service opportunities are not available for a given project within the credentials listed herein for EHI, Third Rock, Jacobi, Toombs & Lanz, or Barr & Prevost, Strand will first reach out to other locally-based preapproved DBE firms to solicit their support in meeting the participation goal. If we are unable to find local support, we will then reach out to other area DBE firms to meet the commitment. Rest assured, Strand is committed to fulfillment of this important contracting objective recommended by LFUCG.





Chad E. Bourke, P.E., PTOE

Education

B.S. Civil Engineering – University of Kentucky, Lexington, 2004
M.S. Civil Engineering – University of Kentucky, Lexington, 2005

Registration

Professional Engineer in Kentucky
Professional Traffic Operations Engineer

Positions Held

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

Professional Experience

Traffic and Transportation Planning and Design

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

Land Acquisition Services

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



Jamey L. Cash, P.E.

Education

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

Registration

Professional Engineer in Kentucky

Field of Expertise

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

Positions Held

Strand Associates, Inc. [®]	2000 – Present	Municipal Engineer
Berns, Clancy and Associates	1999	Engineering Intern
Illinois DOT	1997, 1998, and 1999	Engineering Intern

Professional Experience

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

Professional Affiliations and Recognition

- American Society of Highway Engineers
- American Public Works Association



Michael L. Davis, P.E.

Education

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

Registration

Professional Engineer in Kentucky, Alabama, and Mississippi

Field of Expertise

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

Positions Held

Strand Associates, Inc. [®]	1983 – Present	Senior Associate, Project Engineer/Senior Project Manager/Director of Operations
--------------------------------------	----------------	--

Professional Experience

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

Professional Affiliations

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



Lucas R. Holman, P.E.

Education

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

Registration

Professional Engineer in Wisconsin, Ohio, and Indiana

Field of Expertise

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

Positions Held

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

Professional Experience

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

Professional Affiliations

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



Elizabeth A. Kuypers, P.E.

Education

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

Registration

Professional Engineer in Kentucky

Field of Expertise

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

Positions Held

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

Professional Experience

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

Professional Affiliations

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



J. Bruce Monarch

Education

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

Field of Expertise

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

Positions Held

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

Professional Experience

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

Continuing Education and Seminars

- Level II KY Right-of-Way Agent



Sara E. Tuttle, RLA

Education

B.S. Political Science – University of Kentucky, Lexington, 1974

B.S. Landscape Architecture – University of Kentucky, Lexington, 1979

Registration

Registered Landscape Architect in Kentucky

Field of Expertise

Coordination of Planning and Design for Institutional, Residential, Commercial, Professional Office, and Mixed-Use Development specializing in Zoning and Land Planning

Positions Held

Strand Associates, Inc.® 1979 – Present Landscape Architect, Project Manager

Professional Experience

Sara, a Registered Landscape Architect, coordinates land planning and governmental approval activities for institutional, residential, commercial, mixed-use and professional office/industrial projects. As a landscape architect, Sara also provides planning and design services for amenity and landscaping packages that complete and enhance our diverse resume of land development and municipal projects.

- **Landscape Architect** for the development of the University of Kentucky's Coldstream Research Campus. Provided professional landscape design and construction contract administration services for the 1,000-acre development, Sara has also been instrumental in site planning for many of the buildings within the overall campus and the Kentucky Technology Center.
- **Provided Planning and Regulatory Assistance** in evaluating infill/redevelopment policies for the Lexington-Fayette Urban County Government while providing assistance in selecting and drafting redevelopment plans for high-profile infill sites within the downtown urban core.
- **Land Planner** for the Master Plan and property acquisition services for Fayette County Public Schools' proposed Agri-Science Center to be located on a property to be acquired from the Federal correctional Medical Center on Leestown Road in Lexington. This project has involved dealing with requirements of local, state, and federal agencies.
- **Land Planner** for the Master Plan for the Lafayette High School Athletic Campus for Fayette County Public Schools in order to effectively site the new football/soccer/track and stadium facilities while accommodating Lafayette's existing athletic facilities as well as system wide maintenance services.
- **Land Planner and Facilitator** for the redevelopment of two tobacco warehouse blocks adjacent to the proposed Newtown Pike Extension project. The mixed use infill development, currently under construction, will provide housing near the University of Kentucky and retail services for downtown residents. The project also included an extensive public involvement in the development of alternatives requiring numerous presentations.

Professional Activities

- 2008 – LFUCG Mayor's 2040 Visioning Team
- 2005 – 2006 – LFUCG Subdivision Regulations Update Committee



Adam D. Weber, P.E.

Education

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

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

Registration

Professional Engineer in Kentucky and Mississippi

Field of Expertise

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

Positions Held

Strand Associates, Inc.®	2007 – Present	Project Manager
	2000 – 2007	Structural Engineer

Professional Experience

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

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

Professional Affiliations

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



Seth W. Winslow, P.E.

Education

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

Registration

Professional Engineer in Kentucky – No. 23739

Field of Expertise

Transportation Design and Modeling and Stormwater Design and Modeling

Positions Held

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

Professional Experience

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

Professional Affiliations and Recognition

- American Society of Highway Engineers – Derby City Chapter



Chase K. Wright, P.E.

Education

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

Registration

Professional Engineer in Kentucky

Field of Expertise

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

Positions Held

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

Professional Experience

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

Publications and Presentations

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

Professional Affiliations and Recognition

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



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



LFUCG MWDBE PARTICIPATION FORM

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

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

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

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

Strand Associates, Inc.

Company

Matthew Sperry

Company Representative

3/26/2014

Date

Secretary

Title

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

Goodrich, Angela

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

Mr. Woolum,

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

Sincerely

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



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

March 24, 2014

Dear Mr. Woolum,

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Holmes', is written over the word 'Sincerely,'.

Edward J. Holmes, AICP
President

Goodrich, Angela

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

Dear Mr. Davis:

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

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

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

Thank you,

Maggie Henry
Marketing Manager

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

 Please consider the environment before printing this message.

Goodrich, Angela

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

Mr. Davis,

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

Thank you for the opportunity.

Michael C. Harris, P.E.
Vice President

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



Equal Employment Opportunity Policy Statement

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



Signature

Strand Associates, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Strand Associates, Inc.

Date: 3 / 26 / 14

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

Prepared by: Audra Wells, H/R Coordinator

Name & Title



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

01/06/2014

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).

PRODUCER ANSAY & ASSOCIATES, LLC 702 N HIGH POINT RD, STE 201 PO BOX 45470 MADISON, WI 53744-5470 Richard A. Hagen		CONTACT NAME: Sue Simoneau PHONE (A/C, No., Ext): 608-831-9700 FAX (A/C, No): 608-831-4777 E-MAIL ADDRESS: sue.simoneau@ansay.com PRODUCER CUSTOMER ID #: STRAA01	
INSURED Strand Associates, Inc. Shawn Cannon 910 W Wingra Drive Madison, WI 53715		INSURER(S) AFFORDING COVERAGE INSURER A: CNA Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20443	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			5099170076	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU cov. inc.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blkt.Contractual						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			5099170062	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5099170059	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5099170045	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab. & Pollution Liab.			AEH11-397-40-97	07/11/2013	07/11/2014	Occur. \$ 2,000,000
				FULL PRIOR ACTS			Aggregate \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

Richard A Hagen

© 1988-2009 ACORD CORPORATION. All rights reserved.



Third Rock Consultants, LLC
Work Force Analysis Form
Firm Profile

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

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

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

Unparalleled Environmental Expertise and Years Experience

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

Outstanding Resources

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

Corporate Priorities

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

Contact Information:

Molly Foree Davis, President

mforee@thirdrockconsultants.com

www.thirdrockconsultants.com

Main Office:

2526 Regency Road, Suite 180, Lexington, KY 40503

P: 859-977-2000

F: 859-977-2001

Nashville Office:

511 Union Street, Suite 1850, Nashville, TN 37219

P: 615-313-3996

Knoxville Office:

244 North Peters Road, Suite 216, Knoxville, TN 37923

P: 865-694-6144

Louisville Office:

101 North 7th Street, Louisville, KY 40202

P: 502-561-3448

WORKFORCE ANALYSIS FORM

Name of Organization: Third Rock Consultants

Date: 3, 20, 14

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

Prepared by: Becky Weatherford Human Resources
 Name & Title



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



Cultural Resource Analysts, Inc.
General Qualifications

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

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

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

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

WORKFORCE ANALYSIS FORM

Name of Organization: Cultural Resource Analysts, Inc.

Date: 3 / 24 / 14

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

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



EHI Consultants
Work Force Analysis Form
Firm Profile

Company Profile

EHI Consultants

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

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

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

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

Planning

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

Engineering

Roadway
Roadway Design
Grading & Drainage
Civil and Site

Housing

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

Environmental

Permitting
Assessment
Reclamation
Remedial Measures
Env. Impact

Key Personnel

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

WORKFORCE ANALYSIS FORM

Name of Organization: EHI Consultants , Lexington, KY

Date: 3 / 26 / 14

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

Prepared by: Ed Holmes, President

Name & Title

BARR & PREVOST

ENGINEERING | TESTING | SURVEYING

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

Who We Are

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

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

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

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

What We Do

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

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



WORKFORCE ANALYSIS FORM

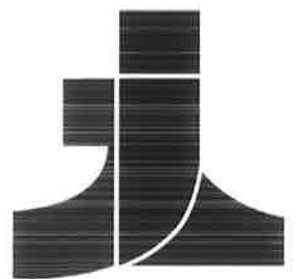
Name of Organization: Barr & Prevost

Date: 3 / 26 / 14

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

Prepared by: Maggie Henry, Marketing Manager

Name & Title



Jacobi, Toombs & Lanz

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



Jacobi, Toombs & Lanz, Inc.
Consulting Engineers & Land Surveyors

Firm Profile

Experience

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

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

Jorge I. Lanz, P.E.
President

Michael C. Harris, P.E.
Vice President

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

B. Todd Booker
Associate

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

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

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

People

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

Approach

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

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

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

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

1400 South 1st Street
 Louisville, KY 40208
 502-583-5994
 502-583-7321 Fax

WORKFORCE ANALYSIS FORM

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

Date: 3 / 26 / 14

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

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

EXHIBIT C

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

EXHIBIT D

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)
05/19/2014

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).

PRODUCER ANSAY & ASSOCIATES, LLC 702 N HIGH POINT RD, STE 201 PO BOX 45470 MADISON, WI 53744-5470 Richard A. Hagen	CONTACT NAME: Sue Simoneau	FAX (A/C, No): 608-831-4777	
	PHONE (A/C, No, Ext): 608-828-0235	E-MAIL ADDRESS: sue.simoneau@ansay.com	
	PRODUCER CUSTOMER ID #: STRAA01		
INSURED Strand Associates, Inc., & PEH Engineers Shawn Cannon 910 W. Wingra Drive Madison, WI 53715	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CNA Insurance Companies		20443
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		5099170076	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU Cov. incl.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> completed ops.						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	X		5099170062	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		5099170059	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	5095126844	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional & Pollution Liab.			AEH 11-397-40-97 FULL PRIOR ACTS	07/11/2013	07/11/2014	ea. occur aggregate 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: Contract 5 - Pedestrian, Bike, or Multimodal Trail Design/Planning Services Program, Contract 5, RFP #13-2014

Lexington-Fayette Urban County is named as an additional insured on a primary and non-contributory basis as per written agreement. SEE NOTES

CERTIFICATE HOLDER LEXIF01 Lexington Fayette Urban County Government 200 E. Main Street Lexington, KY 40507	CANCELLATION 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 

© 1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE LEXIF01
INSURED'S NAME Strand Associates, Inc., &

STRAA01
OP ID: SS

PAGE 2
Date 05/19/2014

Thirty (30) days advance written notice via certified mail, return receipt requested will be given to the Certificate Holder if policies are canceled or non-renewed.

LFUCG PROJECT ASSIGNMENT NO. _____

UNDER LFUCG AGREEMENT WITH _____ FOR

CONSULTANT

OWNER

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

Project Assignment Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

--

SCHEDULE OF WORK

--

FEE

--

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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

