

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of June 24, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and GRW Engineering, Inc. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Lexington Fire Department - Phase 1 Site Development of the Fire Training Academy Campus** as contemplated in the **OWNER's** Request for Proposal No. 16-2025. 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 architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 16-2025.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and 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

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2025. (**Exhibit "A"**), and Consultant's Response dated June 11, 2025 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 16-2025. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. Such work shall be considered as "Additional Services", 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 "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at its 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 Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

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

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<u>Design Stage (Total Services Below)</u>	<u>\$ 237,712</u>
Schematic Design Phase:	<u>\$ 59,428</u>
(percentage of total services)	<u>20</u> %
Design Development Phase:	<u>\$ 74,285</u>
(percentage of total services)	<u>25</u> %
Construction Documents Phase:	<u>\$ 89,142</u>
(percentage of total services)	<u>30</u> %
Bid Phase:	<u>\$ 14,857</u>
(percentage of total services)	<u>5</u> %
 <u>Construction Administration Stage</u>	 <u>\$ 59,428</u>
(percentage of total services)	<u>20</u> %
 <u>Total Architectural/ Engineering Services</u>	 <u>\$ 297,140</u>

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	<u>300</u> \$/HR
<u>Site/Civil Engineer</u>	<u>175</u> \$/HR
<u>Mechanical Engineer</u>	<u>205</u> \$/HR
<u>Electrical Engineer</u>	<u>205</u> \$/HR
<u>Structural Engineer</u>	<u>205</u> \$/HR
<u>Landscape Architect</u>	<u>155</u> \$/HR
<u>Designer / CADD</u>	<u>105</u> \$/HR
<u>Administrative</u>	<u>86</u> \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **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, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

6.5. Disputes.

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

Any claim, dispute or other matter in question arising out of or related to this Agreement

shall first be attempted to be settled between the Owner and Architect directly. If not settled then shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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 architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated with the revised language listed below. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

**RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION
INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that **CONSULTANT** hereby assumes ~~the entire responsibility and liability for any and all~~ damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors ~~of any tier~~ (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) **CONSULTANT** shall indemnify, save, hold harmless ~~and defend~~ the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, ~~penalties, fines~~, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT'S** performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **LFUCG**.
- (6) Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless ~~and defend~~ **LFUCG** from and against ~~any and all~~ liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, ~~penalties, fines~~, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

- 7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

- 8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (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 their 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 their designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or their 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.

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

OWNER:

Linda Gorton
Linda Gorton, Mayor
7/2/2025

CONSULTANT:

[Signature] (Signature)
Aaron McKersien, Sr. Vice President (Name & Title)
6/24/2025 (Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40223	CONTACT NAME: Ashley Buckner PHONE (A/C, No, Ext): 502-244-1343 E-MAIL ADDRESS: abuckner@higginbotham.com FAX (A/C, No):
INSURED GRW Engineers Inc. 801 Corporate Drive Lexington KY 40503	INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: Transportation Insurance Company INSURER C: Kentucky Employers' Mutual Insurance Authority INSURER D: Zurich American Insurance Company INSURER E: XL Specialty Insurance Co. INSURER F: Continental Casualty Company
License#: 2081754 GRWENG-01	NAIC # 35289 20494 10320 16535 37885 20443

COVERAGES**CERTIFICATE NUMBER:** 1677082840**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	7064260784	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BUA 7064260767	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 CLAIMS-MADE	Y Y	CUE 7064260770	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	361580 WC 7843489-01	3/1/2025 3/1/2025	3/1/2026 3/1/2026	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability & Contractors Pollution Liab	Y	DPR5040767	3/1/2025	3/1/2026	Per Claim Aggregate \$ 5,000,000 \$ 5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**Lexington-Fayette Urban County Government
200 East Main Street
Lexington KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #16-2025 Site Development of the Fire Training Academy Campus Phase I** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **June 11, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

A pre-proposal meeting will be held May 22, 2025, 2:00 pm, 1375 Old Frankfort Pike, Lexington, KY.

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 30

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 through:
<https://lexingtonky.ionwave.net>

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran 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



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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



LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

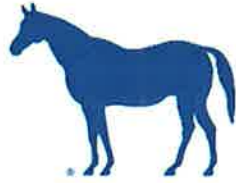
BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

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

DEFAULT

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



LEXINGTON

REQUEST FOR PROPOSALS

FOR:

**Lexington Fire Department
New Phase 1 Site Development of the
Fire Training Academy Campus**

RFP # 16-2025

Department of General Services

Division of Facilities & Fleet Management

Capital Project Management

May 2025

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- ATTACHMENT D – Preliminary Site Development Plan Layout
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1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from Architectural/Engineering consultants who are expertly qualified in the performance of professional design services relating to new site development construction.

The purpose of these services is for a Phase 1 Site Development of the existing Lexington Fire Department – Fire Training Academy Campus located at 1375 Old Frankfort Pike, Lexington, KY 40504. The new site improvements and development will include new parking lots for 200+ and paved driving pad areas suitable for standard vehicles and large LFD apparatus vehicles and trucks. New storm water management systems will be installed in place, along with new utilities for electric, lighting, and domestic water on the campus. A new appropriately sized bridge will be provided to the rear parcel to replace the existing structurally condemned bridge.

The address for the **Lexington Fire Department – Phase 1 Site Development Project** will be:
1375 Old Frankfort Pike, Lexington, KY 40504.

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

1.1 - PROJECT NARRATIVE

The current Lexington Fire Department – Fire Training Academy Campus is situated along Old Frankfort Pike and has very limited access and parking. The existing rear parcel on this property was formerly utilized by our LFUCG Division of Streets and Roads, with snow removal equipment, brine storage, excess materials, and stockpiling of stone aggregates and soil. The existing bridge to access this rear parcel has been structurally condemned per the attached report and is not suitable for vehicular use. It is the only access point to this rear parcel.

The new LFUCG Town Branch Trail development will also traverse through this campus property, running parallel along Old Frankfort Pike and further reducing vehicular access and parking. The integration of this new Town Branch Trail will coincide with the new site development design and coordination with our LFUCG Division of Engineering.

In 2024, a Feasibility Study was performed to evaluate the entire existing Fire Training Academy Campus, including the Fire Training Center Facility, Fire Tower, Training Simulation Area, utilities, parking, vehicle and LFD apparatus access. A site survey and geotechnical exploration study and report were also conducted to obtain further information about the campus. The Kentucky State EPA covenant area with LFUCG for contaminated soil was also identified and defined for the small area on the site. The final report and recommendations from this Feasibility Study are included as an attachment to this RFP.

The goal of this Phase 1 Site Development Project is to maximize the vehicular parking for staff and public with the closest proximity to the existing Fire Training Center. It will also provide a new vehicular and pedestrian replacement bridge capable of supporting the largest apparatus vehicle and two-way traffic. The rear parcel will be developed to maximize additional parking and a driving pad, with utility connections for future facility development in the rear area.

The consultant shall be responsible for reviewing all attachments, reports, project criteria, and gathering the necessary information to make expert-based recommendations to the Owner. The consultant shall work with all applicable divisions of LFUCG and the State of Kentucky for the development of the site and the new access bridge. Recommendations shall include, at a minimum, comparisons of probable costs, product lifecycles, maintenance requirements, and site considerations.

Consultants should build their project design teams with expertly qualified subconsultants to complete all of the desired scope, including site development, civil engineering, landscaping, bridge design, lighting, utility infrastructure, etc.

This Request for Proposal includes all phases of design and outlines each phase with minimum requirements and recommendations within two project stages. Stage 1: Design Stage includes a schematic design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one-year workmanship warranty provided by the contractor.

The basis of design layout shall be per the Attachment 'D' prepared by the design consultant. This is also included in the 2024 Feasibility Study aforementioned. The final layout shall be coordinated with LFUCG and the LFD stakeholders.

1.2 - PROGRAM & TECHNICAL REQUIREMENTS

The Phase 1 Site Development Project is anticipated to provide supporting parking, access, and future facility developments to the existing Fire Training Academy Campus. The parking lot and bridge developments shall be sited in accordance with all applicable codes, zoning, ordinances, and regulations. Consultants shall collaborate with the Lexington Fire Department for safety and security strategies to be implemented within the design.

They shall also work with all applicable Divisions of LFUCG and Commonwealth of Kentucky for planning, zoning, storm water management, utilities, easements, EPA, bridge replacement, Town Branch Trail integration, etc.

Site Development Areas shall include the following, but not be limited to:

- Coordination to identify the size, location, and design of the new vehicular/pedestrian replacement bridge to the rear parcel.
- Coordination with LFUCG on the review and recommendation of excess stockpiled materials and former facility structures on the rear parcel. Confirming and coordinating all existing and/or abandoned utilities.
- Over 200 vehicular parking spaces for staff and the public, with maximizing proximity to the existing Fire Training Academy and quantity at the front parcel. Providing the required accessible parking spaces and path of travel per building code and ADA compliance.
- LED site lighting to meet all building codes and LFUCG Ordinances for safe access.
- Providing new utilities to the rear parcel for future facility developments, including domestic water, electric, and natural gas. Identify the prime locations for the driving pad and future support facilities on the rear parcel with new utility access.
- Coordination with the LFUCG Division of Engineering on the full integration of the new Town Branch Trail that traverses the Fire Training Academy Campus and portions of this new Phase 1 Development.
- Coordination with LFUCG on all storm water development and water quality requirements, including all applicable codes, ordinances, and regulations.

- Coordination with LFUCG and Commonwealth of Kentucky on the siting, sizing, and regulations of the new vehicular/pedestrian replacement bridge.

Notes:

1. Consultants shall coordinate with the Owner for LFUCG standards. Owner will provide the consultant with all available LFUCG standards as necessary.
2. Consultants shall coordinate with the Owner (LFUCG) and all Divisions, including the Division of Engineering and Division of Environmental Quality & Public Works, for integration of the new Town Branch Trail, stormwater management, contaminated soils covenant, and appropriate approvals for the new bridge construction at the Town Branch Creek.
3. Consultant shall coordinate all colors and finishes with the Owner including LFUCG & Lexington Fire Department graphics. Sample boards for exterior finishes shall be submitted and reviewed with the Owner for approval.
4. Any electrical, mechanical, or operable systems should be engineered for long-term operating efficiency, energy costs, and maintenance costs.
5. Consultant shall ensure any systems specified can be serviced and maintained by locally available trades-people.
6. All exterior finish materials should be long-lasting, durable, and easily maintained.
7. Building exterior and parking areas shall be well lit to provide for safe use of the campus and meet all building codes and LFUCG ordinances. Exterior lights should be resistant to vandalism and be energy efficient.
8. Consultants should consider permeable surfaces and landscaping options when evaluating storm water management.

The consultant shall provide continual coordination with the owner and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. The consultant shall prepare alternates at the Owner's request, or as recommended by the consultant and approved by the Owner. Alternates may include, but are not limited to, additional paved areas, utilities, photovoltaics, etc.

1.3 - SCOPE OF BASIC SERVICES

General Requirements:

- a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (3) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes are to be approved by LFUCG Project Manager. The LFUCG Project Manager may request half-size sets of drawings as a portion of the required amount of hard copy sets per each submission.
- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer

- to design schedule (Attachment 'C').
- e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
 - f. **Authorization to Proceed** – Where multiple phases of work are outlined; the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

1.3a - STAGE 1: Design Stage

The design stage of the project shall include all phases of design as outlined below. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. Minimum requirements for each design phase are listed below. However, it is the Consultant's responsibility to communicate the design intent and full scope of work. Content established in the minimum requirements may be shown or indicated where the content is best communicated. The consultant shall be responsible for determining additional content as necessary to complete the full design intent based on the Owner's Project Requirements. The scope of this project will include full professional services for new construction and site development. The consultant shall seek continual input from the Owner throughout each phase of the project.

Phase 1: Schematic Design - Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. Continual input from the Owner shall be actively sought throughout the schematic design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

- ☐ **Program of Spaces/ Defined Scope of Work**
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.
- ☐ **Preliminary Estimate of Probable Construction Cost.**
The Probable Construction Cost shall be itemized with unit costs. If the consultants Preliminary Estimate of Probable Construction Cost is over an Owner provided construction budget, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.
- ☐ **Schematic Design Narrative & Documentation**
Written documentation and justification of proposed major building systems. Identify each major building system (building structure, HVAC system, building envelope, etc.). Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used. Specify to what degree, if any, that system commissioning will be required for the project and advise Owner on procurement options.

☐ **Schematic Design Drawings** (include at a minimum):

- **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and owner name & contact information.
- **Site Plan:** Incorporate Boundary and Topographic Survey Data, Preliminary Grading Plan, and Utility Plan showing anticipated proposed tie-in locations.
- **Floor Plans:** Room descriptions and square footages of each space, plumbing fixtures, all major MEP components applicable to the scope of work at the schematic level, line diagrams as necessary, and overall dimensions.
- **Elevations:** Exterior elevation drawings sufficient to describe the general layout and character of proposed new construction and/or major renovation. All major construction materials and/or components shall be identified in drawings. All major building elevations shall be required for new building construction.

Schematic Design Deliverables:

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments and submit three full hard copy sets and one digital set of all submission items for the final schematic design submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

Phase 2: Design Development

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach and aesthetic of the building envelope improvements shall be fully communicated within the Design Development Submission. Continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. See below for minimum Design Development Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

☐ **Outline Specification**

Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

☐ **Design Development Drawings (include at a minimum):**

- **Site Plans:** Key plan, property lines, building footprint, parking & paving, exterior steps & ramps, sidewalks, fencing. Identify locations of materials (asphalt, concrete, pavers, lawn, etc.), storm water management, spot grades at all entrances & new building corners, grades (at drives, sidewalks, parking), location of all necessary utilities (power, water, sewer, communication, etc.), and datum points for locating/ placing new construction.
- **Structural Plans:** Key plan, layout of floor & roof framing plans showing major structural components including sizes/ weights, descriptions of floor deck & concrete systems, locations of retaining walls or non-standard foundations and/or framing systems, bearing height of structural elements, finish floor elevations, proposed bottom of footing elevations, location dimensions for all major structural elements/ dimensional tie-ins to architectural plans, narrative describing structural systems for all footings, foundations, floors, roof, and/or modifications.
- **Architectural Plans:** Key plan, Show all major plan elements where applicable (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door numbers, Overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, continuous string of dimensions (minimum of one longitudinally & one laterally) through the building or space that equals the overall dimensions, ceilings (show grid with lighting & HVAC, ceiling heights, changes in ceiling elevations, note materials, show all ceiling mounted items), callouts for building elevations & sections, door & window tags, roofing elements (locate: roof drains, gutters, downspouts, overflows, taper insulation, roof slopes, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc.), preliminary finish schedule (floors, walls, and ceilings).
- **Plumbing:** Key plan with legend, preliminary plumbing fixture schedule & equipment schedules for all plumbing equipment (provide makes & model, if available), locate all plumbing fixtures & equipment, locate main water line and include sizing, locate main sewer/ vent lines and include sizing, locate roof drain lines and include sizing. Identify where water, sewer and storm enter/ exit the site/ facility.
- **Electrical:** Key plan with legend, power plan with legend showing locations of main and distribution panel boards/ outlets along with service entrance and transformer locations, and emergency power systems (generators/ misc. systems). Lighting plan with legend showing the location of lighting, fixture type, controls, dimming systems, exit lighting, and emergency egress lighting. Preliminary fixture schedule showing all fixture types with basis design identified. (make & model, if known). Communications plan with legend showing location of fire alarm pull stations (if applicable), data outlets, phone outlets, etc. Site

utility service connections & details, technology documents showing cable tray, outlet locations, main technology closets and outlet details.

☐ **3D Images/ Samples:**

Provide color 3D images of all major elevations to show the proposed new layout. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other preferred program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building envelope. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample boards of all major exterior materials (brick, metal panels, stone/ casts tone, fascia material, window finishes, glass samples, etc.)

Design Development Deliverables:

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. Only one material sample board is required at 98% submission unless updates are necessary. If updates are necessary, an updated material sample board may be resubmitted at final completion of the phase. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final design development submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

Phase 3: Construction Documents

The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved alternates. Drawings and specification shall be coordinated by the design consultant for quality and completeness. Continual input from the Owner shall be actively sought throughout the Construction Document process. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Central Purchasing. LFUCG Front End Documents, Parts I through VIII will be completed by Central Purchasing with assistance from the design consultant, and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII- Addenda. Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. The completed construction documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. See below for minimum Construction Documents Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces,

and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Independent Third Party Estimate of Construction Cost:**

The consultant shall engage with a third party estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved construction cost from a previous phase, the consultant shall work with the third party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget.

☐ **Project Manual**

Specifications shall include all major building, site, and project components/ systems per division of work specific to the project. Consultant shall provide all necessary Divisions (Divisions 01 through 33). Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Consultants shall be responsible for the complete Project Manual, and shall include a full table of contents. LFUCG's Central Purchasing will provide LFUCG Front End Documents to be inserted into the Project Manual before advertising for bids. The Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number.

☐ **Construction Document Drawings (include at a minimum):**

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and Bid Number as issued by LFUCG.
- Civil: Site layout plans and details including property lines, buildings/ structures, curb cuts, parking & paving, exterior steps & ramps, sidewalks, fencing, curbs, locations of materials (asphalt, concrete, pavers, lawn, etc.), dumpster location & pad/enclosure details, site signage, miscellaneous details (light bases, bollards, curbs, etc.), and all other site improvements. Landscaping plans and details as required by code, ordinances, and/or other required regulations. Site grading plans and details with spot grades at all entrances & new building corners. Include datum points for locating/ placing new construction (coordinate with architectural). Storm water management, sediment and erosion control plan & details. Site profiles and sections. Utility plans, details, and profiles indicating locations of all utilities, tie-ins, etc. (power, water, sewer, communication, etc.). Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc.
- Structural: Structural comments sheet with all code and design basis noting all design parameters, abbreviations, legends, etc. Dimensioned foundation plans with slab notes and details. Dimensioned layout of floor & roof framing plans showing structural

components including sizes/ weights. Note all openings, jointing, and edge conditions. Include bearing height of structural elements, finish floor elevations, footing elevations, and location dimensions for all major structural elements/ dimensional tie-ins to architectural plans. Provide sections and details to show all typical and unique foundation and framing conditions. Complete all foundation, column, beam, and lintel schedules and details to convey full scope of work. Include key plan, tags, call outs, etc.

- Architectural Plans: Show all major plan elements (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door and window tags/numbers, partition tags, legends, overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, dimension all interior partitions and openings, provide continuous string of dimensions, and key notes to convey full scope of work. Life safety plan to show all exists with actual load and capacity (verify that minimum egress requirements are met), show egress paths per code lengths, verify stair/ ramp/ railing requirements per code, verify wall ratings per code, review plan for handicapped access. Reflected Ceilings to be coordinate with MEP and structural. Show grid with lighting, HVAC, ceiling heights, changes in ceiling elevations, note materials, access panels, and all other ceiling mounted items). Roof Plans and details shall be coordinate with MEP and structural. Locate roof drains, gutters, downspouts, overflows, taper insulation, roof slopes, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc. Indicate R-value, and identify minimum roof insulation at low points. Finish plans to indicate locations and extents of finish materials, material transitions and locations, room names/ numbers, and casework locations. Provide furniture layout to be coordinated with MEP (electrical and data locations to be allow for flexibility in furniture arrangement. Enlarged plans to include kitchen, restrooms, stairs, display areas, etc. Architectural Plans to Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc. Coordinate with Civil, Structural, and MEP.
- Plumbing: Completed plumbing systems foundation drain lines, storm, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. Size all piping including valves, on plan view. Include riser diagrams and details for all systems. Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design. For areas of concentrated equipment, provide enlarged plans for both plan and section views. Indicate the design intent for fire protection system desired, and special equipment (i.e., fire pumps, holding tanks) as necessary and where applicable for the project. Include key plan, legends, tags, call outs, etc.
- Electrical: Use standard symbols to show all connections; inside and outside, wall, floor, and ceiling. Show locations and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, special outlets, etc. Electrical light fixture schedule with makes and models to adequately show the basis of design. Lighting control details and risers. One-line diagrams showing all panel sizes, conduit requirements and wire sizes. Panel schedules for all new, renovated and existing panels. Plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices (if applicable) and equipment, emergency power systems, etc. Show mechanical equipment connection schedule. For areas of concentrated equipment, provide enlarged plans and section views. Coordinate technology with LFUCG. Show detailed rack systems for T/D, video/TV, sound, security, intercom, cctv and wireless outlet systems. Provide completed equipment schedules including makes and models for all systems. Provide riser diagrams for all systems. Show incoming service connection details, completed site utility service connections and detail,

power plan with legend showing locations of main and distribution panel boards and outlets. Provide lighting plan with legend showing location of lighting, controls, exit lighting, and emergency egress lighting. Provide communications plan, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, etc. Provide completed power, lighting and communication equipment schedules. Include key plans, legends, tags, call outs, etc.

□ 3D Images/ Samples:

Provide color 3D images of all major elevations to show the proposed new layout. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other preferred program. The intent of the 3D images is to provide an aesthetic understanding of the final building envelope. Material types, configurations, and overall aesthetic shall be clear and evident.

Construction Document Deliverables:

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Central Purchasing for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission.

Phase 4: Bid Phase

The Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Central Purchasing during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions form bidders, and addenda. The Consultant shall be responsible for attending the Pre-Bid Conference and providing a verbal summary of the scope of work. The Pre-Bid Conference will be conducted by the Division of Central Purchasing. The Bid Opening will also be conducted through the Division of Central Purchasing. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids and providing a written recommendation to the LFUCG Project Manager.

Bid Phase Deliverables:

(2) Full-Size hard copies of the drawings and bid package book, along with (1) Half-Size set of drawings. Provide (1) digital copy of everything and digital written recommendation on company letterhead.

1.3b - STAGE 2: Construction Administration Stage

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has

released the written Notice to Proceed (NTP) to the contractor. Duration of construction administration services will be based on both construction contract time, completion of the original project scope, and Owner's approval of all deliverables. The Consultant shall forward all review items to the LFUCG Project Manager and provide continuous updates and coordination. The consultant shall inform and coordinate all site visits and construction administration related meetings with the LFUCG Project Manager. The LFUCG Project Manager will be the primary contact for the Owner. All written recommendations and reports throughout the construction phase shall appear on the Consultant's company letterhead. All Owner approvals shall be made in writing.

Phase 1: Construction Administration Phase

Construction Administration shall be provided throughout the Construction Stage in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. LFUCG Project Manager shall be included in all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

☐ **Meetings (Pre-Construction & Progress Meetings):**

Prepare agendas, lead meetings, and distribute meeting minutes. Progress meeting shall be scheduled bi-weekly (every two weeks).

☐ **Reviews:**

Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Close Out Documents, and all other correspondence. All Owner approvals shall be made in writing.

☐ **Logs:**

Maintain Submittal Logs, RFI Log, ASI, Log, Proposal Log, Change Order Log, etc. At a minimum, all logs shall contain numbered items, item names, relevant dates, item summary, item action, and current status.

☐ **Correspondence/ Reports:**

Consultants shall document and keep a record of all project correspondence.

Clarifications to the construction documents initiated by the Contractor shall be through a Request for Information (RFI). Clarifications initiated by the consultant shall be through Architectural Supplemental Instructions (ASI). Clarifications made by RFI or ASI shall not change the contract time, or the contract amount. Field Observations shall be made at each Progress Meeting, and Field Observation Reports shall be provided with Progress Meeting Minutes. Work Changes Proposal Request (WCPR) will be used for proposal request with Owner Approval. Written Recommendations from the consultant shall be required for all proposed Change Orders. The consultant shall consistently update the Owner and inform the Owner of any deviations from the construction documents, potential time delays, or construction issues.

☐ **Inspections:**

Consultant shall inspect the full scope of work to determine Substantial Completion. The consultant shall conduct a second inspection of the full scope of work to determine Final Completion after all Punch List items have been corrected. Consultants shall provide both a Punch

List, and a Back-Punch List containing completion dates for each punch-item. A Certificate of Substantial Completion shall be issued to both the Owner and Contractor.

☐ **Supplemental Drawings:**

Supplemental drawings shall be required to clearly communicate the full scope of work, when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

☐ **Record Drawings:**

Consultant shall collect the Contractor's marked-up drawings (As Built Drawings) and digitally update the construction documents for Record Documents to be submitted to the Owner in both hardcopy and digital format.

☐ **Close Out:**

Consultant shall generate a Project Close Out Checklist containing all close-out items as listed in the Contract Documents. This Checklist shall include dates for the following items: Issue of Certificate of Substantial Completion, List of Completed Inspections, Completion of Punch List Items, Final Release of Liens, Consent of Surety, Completed O&M Manuals, Completed Record Drawings, Completion of Back-Punch List, Review of Final Payment Application, Verification of Stock Items Transferred to Owner, and Confirmation of all Deliverables completed and submitted to the Owner.

Construction Administration Deliverables:

- I. Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
- II. Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting.
- III. Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving the contractor's proposal and back-up documentation.
- IV. Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
- V. Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-through to determine Substantial Completion.
- VI. Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
- VII. Consultant shall submit the Contractor's Original "As Build" Drawings to the Owner, and the following digital copies of the Record Documents: PDF file of all Drawings, PDF File of the Project Manual, CAD files of all drawings, DOCX files of the Project Manual.
- VIII. Consultant shall submit (1) digital copy of the completed Project Close Out List within (5) days after Final Completion.

Phase 2: One Year Workmanship Warranty Period - Coordination Assistance

☐ **Warranty Coordination**

Owner assistance, and coordination with the Contractor for correction of warranty items throughout the Contractor's One Year Workmanship Warranty Period.

☐ **11- Month Walk-Through**

Consultant shall coordinate an 11-Month Walk-Through onsite with the Consultant, Owner, and Contractor. A list of warranty items to be corrected shall be submitted to all parties. The consultant shall follow-up with the completion of identified warranty items and resubmit the list of warranty items to the Owner with completion dates.

One Year Workmanship Warranty Period Deliverables:

- I. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items within (5) business days of the 11 Month Walk Through.
- II. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items with dates of correction for each item.

1.4 - SELECTION PROCESS

All responses to this RFP/Q meeting the submittal requirements will be evaluated by a review committee. Written proposals will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFP/Q.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFP/Q shall be borne solely by the consultant and at no cost to LFUCG.

SCORING CRITERIA

	Total Points
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
Final Technical Score	100

COMPENSATION

Refer to the Sample Contract (**Attachment B**) for complete compensation description.

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for the Phase 1 Site Development of the Fire Training Academy Campus
Request for Proposal # 16-2025
Form of Proposal

Consultant: _____

Address: _____

1. General:

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

- i. Physical project size
 - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
 - iii. Identification of any involved sub-consultants and/or joint-venture partners
- i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
- j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
- k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
- l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
- 3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
 - i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
 - ii. A title page
 - iii. A table of contents and/or index; or blank tab pages
- 4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
- 5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
 - a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
 - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
 - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
- 6. **Lump Sum Pricing:**
 - a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)
 - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Design Stage (Total Services Below)

Schematic Design Phase:
(percentage of total services)

\$ _____

\$ _____ %

Design Development Phase:
(percentage of total services)

\$ _____ %

Construction Documents Phase:
(percentage of total services)

\$ _____ %

Bid Phase:
(percentage of total services)

\$ _____ %

Construction Administration Stage

(percentage of total services)

\$ _____

_____ %

Total Architectural/ Engineering Services

\$ _____

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

Title/Skill Level

Hourly Rate

_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR
_____ \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
 - b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.
-

Signature

Name

Title

Date

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Phase 1 Site Development of the Fire Training Academy Campus** as contemplated in the **OWNER's** Request for Proposal No. 16-2025. 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 architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 16-2025.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and 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

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2025. (**Exhibit "A"**), and Consultant's Response dated June 11, 2025 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 16-2025. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. Such work shall be considered as "Additional Services", 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 "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at its 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 Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

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

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<u>Design Stage (Total Services Below)</u>	\$ _____
Schematic Design Phase: (percentage of total services)	\$ _____ %
Design Development Phase: (percentage of total services)	\$ _____ %
Construction Documents Phase: (percentage of total services)	\$ _____ %
Bid Phase: (percentage of total services)	\$ _____ %
<u>Construction Administration Stage</u>	\$ _____
(percentage of total services)	_____ %
<u>Total Architectural/ Engineering Services</u>	\$ _____

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	_____ \$/HR
<u>Project Architect</u>	_____ \$/HR
<u>Project Manager</u>	_____ \$/HR
<u>Project Associate</u>	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **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, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

- 8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (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 their 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 their designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or their 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.

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

OWNER:

CONSULTANT:

ATTACHMENT C: Project Timeline For Phase 1 Site Development of the Fire Training Academy Campus				
Task	Duration	Start	Finish	
RFP	50 Days	5/14/2025	7/3/2025	
RFP Advertisement	28 Days	5/14/2025	6/11/2025	
Pre-Proposal Meeting	1 Day	5/21/2025	5/21/2025	
RFP - Responses Due	1 Day	6/11/2025	6/11/2025	
RFP Evaluation and A/E Recommendation	7 Days	6/11/2025	6/18/2025	
Approved in Legistar Date	1 Days	6/23/2025	6/23/2025	
Council WS	1 Day	6/24/2025	6/24/2025	
Council 1st Reading (Double Reading)	1 Day	7/1/2025	7/1/2025	
N.T.P. & P.O.	0 Days	7/3/2025	7/3/2025	
Design	107 Days	7/7/2025	10/22/2025	
Design Kick Off Meeting	1 Day	7/7/2025	7/7/2025	
Schematic Design Phase	30 Days	7/7/2025	8/6/2025	
Schematic Design 98% Submission	1 Day	8/6/2025	8/6/2025	
Owner Review of SD Phase	2 Days	8/6/2025	8/8/2025	
Final Schematic Design Deliverables Due	0 Days	8/13/2025	8/13/2025	
Design & Development Phase	28 Days	8/13/2025	9/10/2025	
Design & Development 98% Submission	1 Day	9/10/2025	9/10/2025	
Owner Review of DD Phase	0 Days	9/12/2025	9/12/2025	
Final Design Development Deliverables Due	0 Days	9/17/2025	9/17/2025	
Construction Document Phase	28 Days	9/17/2025	10/15/2025	
Construction Document 98% Submission	1 Day	10/15/2025	10/15/2025	
Owner Review of CD Phase	2 Days	10/15/2025	10/17/2025	
Owner's Construction Documents' Comments Incorporated	5 Days	10/17/2025	10/22/2025	
100% Construction Documents Ready to Advertise Submission	1 Day	10/22/2025	10/22/2025	
Advertisement & Award	49 Days	TBD	TBD	
Compile Bid Documents	7 Days	TBD	TBD	
Advertise for Bids	28 Days	TBD	TBD	
Pre-Bid Meeting	1 Day	TBD	TBD	
Bids Due	1 Day	TBD	TBD	
Bid Review & Selection	7 Days	TBD	TBD	
Approved in Legistar Date	1 Days	TBD	TBD	
Council WS	1 Day	TBD	TBD	
Council 1st Reading	1 Day	TBD	TBD	
Council 2nd Reading	1 Day	TBD	TBD	
Construction Contract Execution/ P.O.	7 Days	TBD	TBD	
Anticipated Construction	275 Days	TBD	TBD	
Pre-Construction Meeting	1 Day	TBD	TBD	
Construction to SC	275 Days	TBD	TBD	
Substantial Completion (SC)	1 Day	TBD	TBD	
Close Out- Construction to FC	14 Days	TBD	TBD	
Final Completion (FC)	1 Day	TBD	TBD	

FIRE TRAINING CENTER SITE IMPROVEMENT PLAN

Legend:

- 1 - Public Parking
- 2 - Covered Staff Parking
- 3 - Driving Pad
- 4 - New Bridge

Total Parking:
Staff - 20 Spots
Public - 200 Spots



SCALE:
1" = 40'-0"

LFUCG Fire Training Center Study

1375 Old Frankfort Pike, Lexington, KY 40504
October 24th, 2023



FIRE TRAINING CENTER SITE IMPROVEMENT PLAN

ATTACHMENT 'D'

- Legend:**
- 1 - Public Parking
 - 2 - Covered Staff Parking
 - 3 - Driving Pad
 - 4 - New Bridge
- Total Parking:**
Staff - 20 Spots
Public - 200 Spots



LFUCG Fire Training Center Study
1375 Old Frankfort Pike, Lexington, KY 40504
October 24th, 2024



LEXINGTON

LFUCG

FIRE TRAINING STUDY





LEXINGTON



RFP #16-2025

Design Services | Phase 1 Site Development Fire Training Academy Campus

Lexington-Fayette Urban County Government

June 11, 2025



engineering | architecture | geospatial

GRW | 801 Corporate Drive Lexington, KY 40503 | 859.223.3999



engineering | architecture | geospatial

Proposal

Design Services

Phase 1 Site Development

Fire Training Academy Campus

RFP #16-2025

Lexington-Fayette Urban County Government

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COVER LETTER



GRW | engineering | architecture | geospatial
801 Corporate Drive | Lexington, KY 40503
859.223.3999 | www.grwinc.com

June 11, 2025

Ms. Sondra Stone
Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Subject: Proposal | RFP #16-2025
Design Services for Phase 1 Site Development Fire Training Academy Campus

Dear Ms. Stone and Selection Team Members:

The Lexington-Fayette Urban County Government and the Lexington Fire Department are looking for an architectural and engineering design partner team to provide the professional services needed for Phase 1 Site Development at the Fire Training Academy Campus. The GRW project team has experience with all services that make the scope of the assignment – and we would very much like to be your partner for the delivery of this important project. **We have thoroughly reviewed your RFP document, and we stand ready and willing to enter into an agreement with LFUCG. We are committed to being the partner you need to make this project a success.**

QUALIFICATIONS: GRW has worked with many public safety agencies on fire, EMS, and emergency services agency projects related to their site development, parking and employee spaces, as well as offices, accommodations, and training spaces. In general, our team's resume includes a strong background on public-safety-type projects like yours. This experience gives us a high level of readiness and awareness to help support your upcoming site development needs, while being prepared for the future. **See Sections 3.0, Team & Resumes, and 4.0, Projects.**

LEADERSHIP & UNDERSTANDING: With GRW, you will get a team led by professionals who regularly work with first responders (**See Section 3.0**). They understand the importance of these vital spaces and the need for efficiency and resiliency. Our teams regularly work with clients from a practical, patient, and flexible point of view. Cost control also is always on the front of our minds. We'll listen to all stakeholders and offer guidance as we help you make future decisions for your site related renovations and upgrades at the Fire Training Academy Campus. **Learn about GRW's approach, as well as initial project thoughts in Section 5.0, Work Plan.**

CAPACITY: GRW's in-house services offer a significant technical advantage. When you select GRW, you get single-source responsibility for all design disciplines, including architecture, structural, civil, mechanical, electrical, and plumbing. By delivering these services with complete integration, we can help expedite design schedules and provide a high level of overall cohesiveness. As a betterment to the department the GRW team will bring together multiple WBE's to work towards the LFUCG procurement goals including Element Design, CDI, and Connico to provide Landscape Architecture, Bridge Engineering, and Third Part Estimating. All teammates with relevant and existing relationships with GRW and LFUCG. **See Sections 2.0 and 3.0 for more information.**

WE ARE COMMITTED TO YOUR SUCCESS: Finally, we fully understand the importance of gaining your respect, proving our worth, and being there long after your project is completed. We welcome the opportunity to meet and present for your consideration our additional ideas and concepts for the successful completion of your project.

Respectfully submitted,

Aaron Nickerson, AIA, CID, LEED Green Asc.

Sr. Vice President

anickerson@grwinc.com

(o) 859.880.2267 | (D) 859.880.2267 | (c) 859.317.1044



SECTION 1.0

Company Information, History & Key Facts

1.0 Company Information, History & Key Facts

In this first section, we outline information about our firm's history, management, accomplishments, partnerships/alliances, pending litigation, number of employees, customer satisfaction, training program, QA/QC program, and conflict of interest response.

GRW History

GRW is a Kentucky-owned, Kentucky-based multidiscipline architectural, engineering, and planning firm with more than 60 years of experience. Our firm includes a building design studio with architectural professionals, as well as electrical, mechanical, structural and civil/site engineers and technicians. Our vast project experience includes design for federal, local and state governments, and commercial markets. Our experienced, customer-focused team delivers award-winning, highly functional projects. Our firm's more than 170 professionals serve regional and national clients from offices in Kentucky, Indiana, West Virginia, and Tennessee

Key GRW Management Members

President	Chris Hammer, PE
Secretary	Rob Hench, GISP
Treasurer	Charles Baker
Principals	GRW is an employee-owned firm with more than 170 staff members, including 33 principals representing all firm disciplines.

Conflict of Interest Statement

GRW confirms it has no conflicts of interest in providing professional services for the LFUCG's proposal project. **Further, our employee handbook requires that** "GRW Employees are expected to use good judgement, adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between an employee's personal interests and those of the Company. A conflict of interest exists when the employee's loyalties or actions are divided between the Company's interests and those of another, such as a competitor, supplier, or client. We require that all employees avoid both the fact and the appearance of a conflict of interest. We request employees unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest to discuss it with their immediate supervisor for clarification. You must seek and obtain any exception to this guideline in writing by the Company President."

Major Accomplishments

The quality of our work is further demonstrated in the numerous awards our projects have won, both on national and state levels. GRW has received a total of more than 85

awards for its projects to date. Our projects receive awards from the American Institute of Architects, the American Council of Engineering Companies, the U.S. Air Force, the U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency. Our firm's history also includes several prestigious, national rankings such as Building Design and Construction's Giants 300 report, Top Engineer-Architect Firms in design and construction.

Alliances, Partnerships & Pending Litigation

GRW Aerial Surveys and Chapman Technical Group are wholly owned subsidiaries of GRW.

Bromley Pump Station (Non-Owner Lawsuit). During construction in 2023, a contractor safety accident occurred resulting in a contractor citation from OSHA. Multiple parties have been named in a subsequent lawsuit. The matter is ongoing but not anticipated to have a significant or material impact for GRW.

Customer Satisfaction Tracking

GRW uses several methods to track and to monitor customer satisfaction for our wide variety of clients, including formalized Past Performance Questionnaires, as well as less formal self-administered surveys and CRM software systems. GRW is prepared to share our satisfaction tracking procedures program upon request.

Training Program & Quality Control Program

GRW is dedicated to maintaining a well-trained team of professionals, who adhere to our well-established QA/QC program. Details about the steps GRW takes to ensure quality performance are outlined throughout our proposal. GRW's program documents can be shared upon request.

Number of Employees and Employee Types

GRW employs more than 170 professionals, including 120 professionals in its corporate offices in Lexington, KY; branch offices are in Louisville, Ft. Mitchell, KY; New Albany, IN; Indianapolis; Nashville and Knoxville, TN; and St. Albans and Buckhannon, WV. In addition to administrative personnel, GRW employees the following employee types: architects and architectural designers; mechanical engineers; electrical engineers; structural engineers; civil and site engineer; transportation engineers; CADD technicians; construction management / observation; geospatial specialists and surveyors.



SECTION 2.0

General Firm Qualifications, Capacity & Location

2.0 General Firm Qualifications, Capacity & Location

The Lexington-Fayette Urban County Government can count on GRW to successfully complete the Phase 1 Site Development Design Services for the Fire Training Academy Campus. Our firm in combination with our carefully selected subconsultants are local and familiar, we have the capacity to meet your needs and schedule every step of the way, and we have the proven capabilities and creativity to provide every service you require.

Location

GRW intends to perform all work for your project from its Lexington, KY, headquarters, across from Beaumont Centre. All GRW's subconsultants have an office based in Lexington, Louisville, or near Cincinnati.

Capacity: Ability To Meet Required Deadlines

GRW has personnel available to successfully complete this project within your schedule, and we are prepared to commit the time and resources required for successful completion of our services in a timely manner. We also have backup personnel for each discipline in our Lexington office, if needed. As a full-service architecture, engineering, and geospatial consulting firm, GRW has a staff of more than 170 employees (120+ in Kentucky) representing a wide range of disciplines. We expect our workload for the

next 12-24 month period to remain stable, with active design projects equivalent to 70 percent of total capacity. On that basis, we anticipate a reserve capacity allowing us available capacity to successfully execute this project.

Background & Ability To Perform

As a Kentucky-owned, Kentucky-based multidiscipline architectural, engineering, and planning firm with nearly 50 years of experience, GRW has the exact experience with the design of new buildings of all types – **with a strength in the design of mission-critical facilities that require a degree of security as well as comfort, efficiency and utility.** Our firm also has led projects involving site development, building renovations, expansions and other upgrades for federal, local and state governments, as well as commercial markets. A few examples are shown below.

Ohio National Guard Reserve Center and Field Maintenance Shop Complex

Owner's Budget: \$23,351,000	Scheduled Months for Construction Activities: 24 months
Architect's Estimate: \$22,507,690	Actual Months for Construction Activities: 26 months
Total Contract Award: \$13,938,000	

Jeffersontown, KY, Fire & EMS Station #54

Owner's Budget: \$8,000,000	Scheduled Months for Construction Activities: 16 months
Architect's Estimate: \$7,947,286	Actual Months for Construction Activities: 21 Months
Final Contract Total: \$7,740,985	(Construction Delivery was delayed by 3 months for jurisdictional reviews and delays)
Awarded Bid: \$7,350,000 (*DPO Tax Savings included)	

Northpoint Training Center Replacement, Burgin, KY

Owner's Budget: \$16,500,000	Scheduled Months for Construction Activities *18 months
Architect's Estimate \$16,443,319	Actual Months for Construction Activities 18 months
Total Contract Award: \$16,176,507	

* This was a fast-track project. It was bid in six bid packages allowing contractor to break ground and complete site utilities, foundations, building envelopes before winter weather.

Indiana National Guard Combat Team Readiness Center

Owner's Budget: \$14,000,000	Scheduled Months for Construction Activities 13 months
Architect's Estimate: \$14,000,000	Actual Months for Construction Activities 15 months
Total Contract Award: \$14,146,000	(contractor issues outside control of architect)

Services

GRW offers you access to a full-service building design studio, with architectural professionals supported by an in-house team of electrical, mechanical, structural and civil/site engineers and technicians. A small sample of the building design services GRW regularly provides:

Architecture

- Space Utilization Studies
- Building Design (from Military and Municipal, to Educational and Commercial)
- Sustainable Design
- Life Safety
- ADA Compliance Studies
- AT / FP
- Construction Administration
- Cost Estimating

Mechanical

- HVAC and Plumbing
- Energy Management Control Systems
- Energy Audits
- Fire Protection/Life Safety
- Air Pollution Control

Civil

- Site Development
- Parking
- Storm Drainage

Electrical

- Computer Networking, Wiring and Design
- Communications & CATV
- Fire Alarm & Security Systems
- Lighting (Exterior, Interior)
- CCTV Systems

Structural

- Building Structures
- Foundations
- Manufacturing Supports





SECTION 3.0





Project Team & Resumes

3.0 Project Team & Resumes



For your project, GRW has assembled a team of professionals with specific experience critical to the successful design of public safety work. These individuals' education and related experience are described in the resumes that follow the table below illustrating the roles each key team member will play in your project. Project profiles in Section 4.0 identify past collaboration among these team members.

Fire Training Campus GRW Design Team Organization		
Team Member	Firm	Role on the LFUCG Project
Aaron Nickerson, AIA, CID, LEED Green Asc.	GRW	Principal / Public Safety Architect
Roderick Saylor, PE	GRW	Project Manager / Site Development
Seth Mittle, PE	GRW	Hydraulic Analysis/HEC-RAS
Jake Rose	GRW	Civil Designer
Ramona A. Fry, RLA, LEED BD+C	Element Design (WBE)	Landscape Architect
Jason Schreckenber, PE, SE	CDI (WBE)	Bridge Engineer
Patrick Baisden, PE	GRW	Electrical Engineering (Lighting, Telecom., Utility)
Cory Sharrard, PE, LEED AP	GRW	Mechanical Engineer (Systems/Utility)
Matt Craig, PE, SE, LEED AP	GRW	Structural Engineer
Kevin Phillips, PLS	Endris	Surveyor
Charl J. Naser, MRICS	Connico (WBE)	Third-Party Cost Estimator

Subconsultant past collaboration with GRW	
	<i>Landscape Architecture:</i> LFUCG Division of Water Quality Office; Jeffersontown/Bluegrass Commerce Park (multiple phases)
	<i>Surveys:</i> ECU, City of Corbin, KY; multiple horse racetrack projects, Morehead State University, multiple commercial site development projects, Frankfort Plant Board, LFUCG, Jeffersontown Fire
	<i>Cost Estimating:</i> LFUCG Police Dept feasibility study; LFUCG Division of Water Quality Office; Nashville, TN, Public Works projects
	<i>Multiple Services:</i> Commonwealth of Kentucky/DJJ Renovation; KYTC, Louisville MSD (multiple projects, e.g., Admin Building improvements, Detention facilities)



Aaron Nickerson, AIA,
LEED Green Asc.
GRW Principal

YEARS OF EXPERIENCE:
With GRW: 19 | Total: 20

EDUCATION

Bachelor of Architecture (with honors), 2006, University of Kentucky; Master of Architecture, 2007

REGISTERED ARCHITECT: KY, TN, IN, WV, FL, NY, WA, DE, AR, DC, KS

RELEVANT PROJECT EXPERIENCE

Jeffersontown Fire & EMS Station #54, Jeffersontown, KY – Project Manager. Complete A/E design services for new 17,500 SF city Fire and EMS.

Nicholasville Fire Station No. 4, Nicholasville, KY – Project Manager. Programming, facility needs assessments, A/E design, and construction phase services for new 6,825 SF fire station.

Winchester Fire & EMS District-Wide Facility Study & New Fire Station Design, Winchester, KY – Project Manager.

Frankfort Plant Board Administration Building, Frankfort, KY – Project Manager. New three-level, 46,000 SF administration building on 30-acre site

McHenry Fire Station, McHenry, KY – Project Manager. Planning, design, and construction phase services for one-story, 3,500 SF fire station.

Lexington Town Branch Dewatering Pump Station, Lexington, KY – Architect.

Blue Grass Army Depot Visitor Control Center and Battlefield Memorial Highway Revisions, Richmond, KY – Architect. Revisions involved removing, closing, and relocating VCC to current parking lot entrance, as well as widening and providing KYTC-required improvements, such as new traffic signals, warning signals, and revised signage to U.S. 421 at new entrance. VCC structures, signage, fencing, utilities, pavement, and pedestrian facilities included.

Ohio ARNG Joint Armed Forces Reserve Center and Field Maintenance Shop Complex, Springfield, OH – Architectural Designer. Project Planning Document Charrette and design for new LEED Silver Certified 85,865 SF complex



Roderick Saylor, PE
GRW Project Manager

YEARS OF EXPERIENCE:
With GRW: 20 | Total: 20

EDUCATION

B.S., Civil Engineering, 2006, University of Kentucky

REGISTRATION: KY, FL, IN, OH, KS, MD, NY, NE, TN

RELEVANT PROJECT EXPERIENCE

National Responder Preparedness Center Site Expansion, Greenville, KY – Project Manager.

Included paving, drainage, and fencing improvements, as well as new access road and driving course.

Jeffersontown Fire & EMS Station #54, Jeffersontown, KY – Civil Engineer. Site design services for new 17,500 SF city Fire and EMS station.

Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY – Project Manager. Included helicopter concrete pad for aircraft; concrete foundation for multistory training building; large staging/parking area; and two small infiltration basins.

Frankfort Plant Board Administration Building, Frankfort, KY – Civil Engineer. New three-level, 46,000 SF administration building on 30-acre site

Kentucky Fire Commission/Kentucky ARNG Master Plan for Fire Center for Excellence, Greenville, KY – Civil Engineer. Plan and cost estimates incorporated variety of emergency training scenarios as well as road network, driving course, and storage facilities.

The Fountains at Palomar Mixed-Use Site Development, Lexington, KY – Project Manager. 118,466 SF, mixed-use site.

McDonald's Site Development – Project Manager/Principal. Site development for more than 100 McDonald's restaurants in Kentucky, Indiana, and Ohio. Biofiltration or underground detention for most

Ohio ARNG Joint Armed Forces Reserve Center and Field Maintenance Shop Complex, Springfield, OH – Civil Engineer. Site work included extension of utilities from adjacent base, grading, drainage and stormwater detention, perimeter fencing and entry point control, parking and access roads.



Seth Mittle, PE

GRW Civil Engineer

YEARS OF EXPERIENCE:

With GRW: 3 | Total: 16

EDUCATION: B.S., Mining Engineering, 2010, University of Kentucky

REGISTRATION: KY, VA, WV, OH, TN

RELEVANT PROJECT EXPERIENCE

Kenton County School District Transportation & District Support Facility, Fort Wright, KY

– Project Engineer. New approximately 80,578 SF transportation and support facility.

Bowling Green Parks & Recreation Lovers Lane Soccer Field, Bowling Green, KY – Project Manager. Field survey, site layout, grading and drainage plans, and estimate of total construction cost.

East Kentucky Power Cooperative J.K. Smith Security Improvements, Winchester, KY – Project Engineer. Grading, drainage and site layout.

Eastern Kentucky University Kit Carson Drive Crosswalk Improvements, Richmond, KY – Project Manager. Traffic calming.

Kentucky Fish & Wildlife Statewide Rifle Range Retrofit and Improvements, Frankfort, KY – Project Manager.

Lexington Lane Allen Sidewalk Connectivity Project, Lexington, KY – Project Manager. 6,000 LF.

Ravenna Stormwater Improvements, Ravenna, KY – Project Engineer.



Jake Rose

GRW Civil Designer

YEARS OF EXPERIENCE:

With GRW: 5 | Total: 5

EDUCATION: B.S., Landscape Architecture, 2020, University of Kentucky

RELEVANT PROJECT EXPERIENCE

Jeffersontown Fire & EMS Station #54, Jeffersontown, KY – CADD Designer.

Camp Lemonnier Renovate Storm Sewer Drainage, Camp Lemonnier, Djibouti – CADD Designer. Camp is about 572 acres

National Responder Preparedness Center Site Expansion, Greenville, KY – CADD Designer.

Eastern Kentucky University Kit Carson Drive Crosswalk Improvements, Richmond, KY – CADD Designer.

Kenton County School District Transportation & District Support Facility, Fort Wright, KY – Landscape Architect.

Kentucky Fish & Wildlife Statewide Rifle Range Retrofit and Improvements, Frankfort, KY – Landscape Architect.

Lexington Lane Allen Sidewalk Connectivity Project, Lexington, KY – Landscape Architect.

McDonald's Site Development – CADD Designer.



Ramona Fry, RLA, ASLA, LEED AP BD + C Landscape Architect

YEARS OF EXPERIENCE: 25

EDUCATION:

University of Kentucky Bachelor of Science in Landscape Architecture

Idaho State University Bachelor of Arts in Education

REGISTRATION: Landscape Architect – Kentucky, #661

Ramona's professional experience includes master planning, site design and development, preparation of construction documents and contract administration, with a great emphasis in larger scale planning and design for parks and higher education and municipalities.

RELEVANT PROJECT EXPERIENCE

National Responder Preparedness Center (NRPC) Classroom Building & Model Fire Station

NRPC Campus Master Plan

NRPC Drill Tower

NRPC Maintenance Building

NRPC Dormitory Building

Lexington Division of Water Quality Facility

Lexington Senior & Therapeutic Center

Lexington Senior Center

Lexington Police Canine Facility

Lexington Phoenix Park Renovation



Jason Schreckenberg
PE, SE

CDI Structural Engineer

YEARS OF EXPERIENCE:

Total: 27

EDUCATION

B.S., Civil Engineering, Southern Illinois University – Edwardsville

REGISTRATION KY, AL, IL, IN, MO, OH
Structural Engineer – IL

RELEVANT PROJECT EXPERIENCE

I-44 over Jefferson Avenue, MO DOT, St. Louis, MO -Project Manager. Single span steel plate girder bridge with MSE walls. Design included accommodations for a future bridge raise to meet vertical clearance requirements for a future rail line.

St. Clair County Rieder Road over FAI-64 | Shiloh, IL – Structural Engineer/PM. Prepared structural design computations & final plans for two-span bridge over I-64.

Northbound & Southbound US 67 (Lindbergh Blvd.) over I-270 | Hazelwood, MO – Structural Engineer. Design-build project (Millstone-Weber/Parsons team) Included replacement bridge for northbound and southbound US 67 over I-270. Southbound bridge incorporated a multiuse path, ornamental fencing and decorative lighting along the west side of the structure.



Patrick Baisden,
PE, LEED AP BD+C, RCDD
GRW Electrical Engineer

YEARS OF EXPERIENCE:

With GRW: 16 | Total: 28

EDUCATION: B.S., Electrical Engineering, 1997, University of Kentucky

REGISTRATION: KY, IN, WV, OR, NM, SC, TN, VA, NY; Registered Communications Distribution Designer

RELEVANT PROJECT EXPERIENCE

Jeffersontown Fire & EMS Station #54, Jeffersontown, KY – Electrical Engineer..

Nicholasville Fire Station No. 4, Nicholasville, KY – Electrical Engineer.

McHenry Fire Station, McHenry, KY – Electrical Engineer.

Whitestown Fire Station Renovation, Whitestown, IN – Electrical Engineer.

Winchester Fire & EMS District-Wide Facility Study, Winchester, KY – Electrical Engineer.

Lexington Police Training Academy Feasibility Study, Lexington, KY – Electrical Engineer.

Lexington Upper Cane Run Wet Weather Flow Storage (2.0 MG) and Pumping (8.5 MGD) Facilities, Lexington, KY – Electrical Engineer.

Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY – Electrical Engineer.



Cory Sharrard, PE,
LEED AP
GRW Mechanical Engineer

YEARS OF EXPERIENCE:

With GRW: 6 | Total: 26

EDUCATION

B.S., Industrial Technology, 1996, Murray State University

B.S., Mechanical Engineering, 1998, University of Kentucky

REGISTRATION: KY, IN, OH, WV, NY, FL, TN

RELEVANT PROJECT EXPERIENCE

Jeffersontown Fire & EMS Station #54, Jeffersontown, KY – Mechanical Engineer.

Winchester Fire & EMS District-Wide Facility Study, Winchester, KY – Mechanical Engineer.

Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY – Mechanical Engineer.

Lexington Police Training Academy Feasibility Study, Lexington, KY – Mechanical Engineer.

Lexington Town Branch Dewatering Pump Station, Lexington, KY – Mechanical Engineer.

Kenton County School District Transportation & District Support Facility, Fort Wright, KY – Mechanical Engineer.

Berea College Facilities Maintenance and Auxiliary Maintenance Buildings, Berea, KY – Mechanical Engineer.



**Matt Craig, PE, SE,
LEED AP
GRW Structural Engineer**

YEARS OF EXPERIENCE:
With GRW: 17 | Total: 35

EDUCATION
B.S., Mechanical Engineering, 1990, The Ohio State University
M.S., Engineering (Focus on Structural), 1994, Purdue University

REGISTRATION: AL, FL, GA, IN, KY, MD, MI, MO, MS, NC, NE, OH, PA, SC, TN, TX, VA, WI, WV; & IL (Structural)

RELEVANT PROJECT EXPERIENCE

Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY – Structural Engineer.
Frankfort, KY, Plant Board Administration Building – Structural Engineer.
Lexington Town Branch Wet Weather Flow Storage & Pumping Facilities – Structural Engineer.
Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY – Structural Engineer.
Frankfort Plant Board Headend Telecommunications Facility, Frankfort, KY – Structural Engineer. 6,725 SF facility is hardened structure (reinforced walls and roof assemblies)
Fort Knox Warriors in Transition Headquarters Building, Fort Knox, KY – Structural Engineer. Design-build of 7,000 SF zero energy ready
Martin Campbell Field Improvements, Copperhill, TN – Structural Engineer.



**Kevin Phillips, PLS
Endris - Surveyor**

YEARS OF EXPERIENCE:
Total: 28

EDUCATION
University of Kentucky (1986-88)

REGISTRATION: Professional Land Surveyor (#3350, Kentucky)

SURVEY EXPERIENCE WITH GRW:

- EKU - Bypass Survey
- Corbin, KY -Masters Street Sidewalks
- Morehead State University Jet Propulsion Lab Antenna Relocation
- LFUCG - Polo Club Boulevard Survey
- Frankfort Plant Board Administration Building Site Evaluation

RELEVANT PROJECT EXPERIENCE
Over 700 ALTA Land Title Surveys
Over 1,100 Topographic Surveys
Over 450 Property Surveys (excluding the boundary surveys performed as ALTA Surveys)
Surveying for Highway Design and Commercial Site Design
Survey Crew Party Chief and Operator of Robotic and GPS Surveying Instruments
AutoCAD and Carlson Survey Operator



**Charl J. Nesor,
MRICS**

Connico - Cost Estimator

YEARS OF EXPERIENCE:
Connico: 7 | Total: 44

EDUCATION
B.S., Quantity Surveying, University of the Free State, South Africa | 1981

CERTIFICATION
Member, Royal Institution of Chartered Surveyors (MRICS) #1279586 | 2008

RELEVANT PROJECT EXPERIENCE

Nemo Bridge Maintenance, Metropolitan Government of Nashville, TN - included two-way vehicle elements, bridge & roadways
Downtown Nashville Parking Garage, Nashville Metro, TN, included two-way vehicle elements, and roadways
Parking and Roadway Improvements, Wilmington International Airport, NC, included roadways and parking lots
Consolidated Rental Car Facility Area Planning, San Francisco International Airport, CA, include six-level ready return parking lot, roadways, pedestrian & vehicle bridge
John Brantley Boulevard Extension, Raleigh-Durham International Airport, NC, included parking, bridges & roadways
Knoxville Central Station Transit Center, Knoxville, TN*, which included elevated pedestrian bridge
Chatham County Courthouse and Welcome Center, Savannah, GA*, which included parking and roadways
*project with former employer

SECTION 4.0

Similar Experience & References

4.0 Similar Experience & References

The following project profiles provide evidence of our ability to successfully complete similar renovation/design projects. **GRW client references – including contact information and cost information – accompanies each project profile.**

Jeffersontown Fire Department

Jeffersontown Fire & EMS Station #54, Jeffersontown, KY

GRW provided full A/E design services – architectural, civil/site, landscape architecture, mechanical, electrical, and structural – for the new 17,500 SF Jeffersontown Fire and EMS Station #54 project. Jeffersontown, KY, is about 15 miles east of Downtown Louisville.

The facility consists of two-story fire house, accessory 3-bay garage building, storage building, and full site development design to meet the owner's growing department.

Site / Civil utilities included and extensive underground stormwater detention, oil/water interceptors, heavy duty concrete drives, and a sanitary lift pump system. New gas and utility distribution, and a building-wide 300KW/375KVA standby diesel generator were included as well.

The projects landscape architecture included privacy fencing and landscaping design to relate to the adjacent neighborhood and community. Sidewalk extensions, right of way analysis and signaling opportunities were reviewed.

The fire house has dorms, office, decontamination areas, three pull through apparatus bays (accommodates seven vehicles), and an ICC-500 compliant tornado shelter. High speed four-fold and vertical track apparatus doors are utilized. Bay is provided with air and power drops, water reels for maintenance and cleaning, plus five bay diesel exhaust systems.

Project Size: 17,500 SF, two-story fire house, accessory 3-bay garage building, storage building, full site development.

Estimated & Actual Cost: \$7,947,286/ \$7,740,986

Key Team Members from Table: Aaron Nickerson, Roderick Saylor, Patrick Baisden, Cory Sharrard, Jake Rose

CLIENT CONTACT: Joey Klumb, Assistant Fire Chief, Jeffersontown Fire Department, (502) 817-7985, jklumb@jeffersontownfire.com



"This fire station will improve response times in this community. It's [designed to] blend in with the surrounding community. We want it to be a community fire station. We thank GRW for coming up with this design, giving us a fire station we can be very proud of."
Jeffersontown Fire Department Chief Sean Dreisbach

Commonwealth of Kentucky /Kentucky Community & Technical College System

National Responder Preparedness Center Fire Training Center & Campus Master Plan, Greenville, KY



The National Responder Preparedness Center is envisioned to be a fully functional fire training academy serving the Commonwealth. Ultimately it will include a fire training station, classroom building, training / maneuvering pad, dormitory building, and training modules for a variety of types of fire training. Element provided the site design and civil engineering for the proposed fire training station and burn tower for the new campus and also assisted with the preparation of an overall site master plan for the future campus build out.

A few scope elements include:

- Site design and civil engineering to bring new utility service to the site, including sanitary sewer, domestic water and fire protection water, and storm water management.
- Site design including design for a new pad for the Fire Training Drill Tower and planning for the installation of future training props.
- Site grading, retaining wall, training pad behind the new fire station, outdoor gathering space, vehicular pavements, walkways and circulation.

CLIENT CONTACT: Pat Thompson Fire Recruiter, KCTCS, pat.thompson@kctcs.edu



Kentucky Division of Engineering & Contract Administration

National Responder Preparedness Center Site Expansion, Greenville, KY

The Kentucky Division of Engineering and Contract Administration and the Kentucky Fire Commission selected **GRW** to design the National Responder Preparedness Center (NRPC) fire training pad at the Wendell H. Ford Regional Training Center (WHFRTC) in Greenville, KY. GRW previously prepared the master plan for the NRPC, which provides a variety of highly specific first responder training programs. A key feature is a 300-foot by 420-foot concrete training pad, for an anticipated driving course; an access road was also included. The skills pad and roadway were successfully constructed on a mine spoils site that was up to 30 feet deep with minimal removal of poor mine

spoils subgrade. GRW also provided building, site, stormwater and signage permitting. These features assist the NRPC in positioning itself to offer high-quality training for fire fighters in the State of Kentucky.

Project Size: 300-foot by 420-foot concrete training pad

Estimated & Actual Cost: \$1,800,000/\$1,300,000 cost

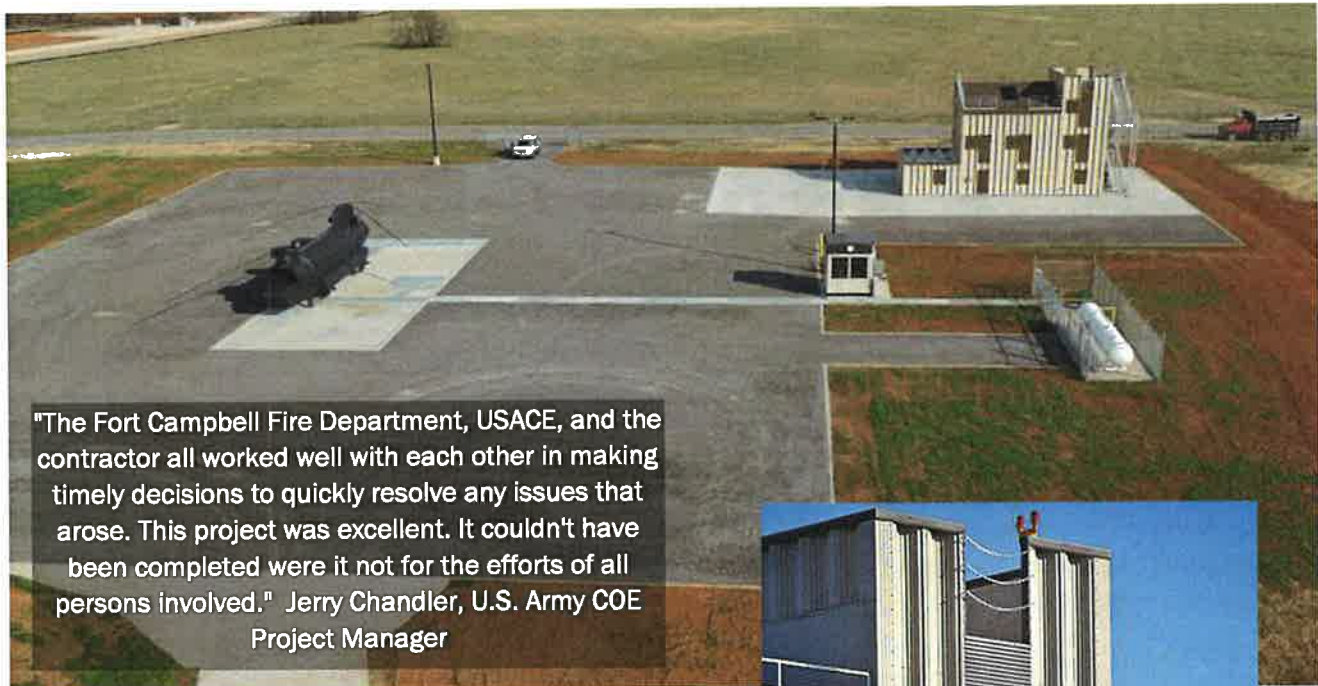
Team Members from Section 3.0 Table:

Roderick Saylor, Jake Rose

CLIENT CONTACT: Dwayne Brown, Project Manager, Kentucky Division of Engineering & Contract Administration, (502) 782-0315, dwayne.brown@ky.gov

U.S. Army Corps of Engineers, Louisville District

Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY



"The Fort Campbell Fire Department, USACE, and the contractor all worked well with each other in making timely decisions to quickly resolve any issues that arose. This project was excellent. It couldn't have been completed were it not for the efforts of all persons involved." Jerry Chandler, U.S. Army COE Project Manager

To provide training in firefighting and rescue operations, the U.S. Army installation at Fort Campbell, KY, constructed a Firefighting and Rescue Training Facility. The 3.45-acre site includes a multi-purpose helicopter trainer known as the A-500 Chinook Fire Trainer, a three-story control building, and a 200,000-gallon liquid propane tank.

GRW served as the contractor's lead designer for this design-build project. Engineering services included the **design of a concrete pad for the helicopter; a concrete foundation for the training building; and a large staging area, including two fire hydrants and vehicle parking.** GRW also has designed two small infiltration basins to assist in reducing the volume of stormwater in the area.

The pre-fabricated control building includes rappel anchors, stairs, ladders, exterior doors and windows, an access hatch to mimic a residential attic, and sprinklers. Due to the facility's multistory construction, users can fight fires in a one, two- or three-story fire scenario under various scenarios.

The Fort Campbell Firefighting and Rescue Training Facility was constructed 43 days ahead of schedule.



Project Size: 3.45-acre site, A-500 Chinook Fire Trainer, a three-story control building, and a 200,000-gallon liquid propane tank

Estimated & Actual Cost: \$1,800,000 / \$1,814,452

Team Members from Section 3.0 Table:

Roderick Saylor, Matt Craig

CLIENT CONTACT: Jerry Chandler, PE, Project Manager, USACE, Louisville District, (270) 798-9465

Frankfort Plant Board

Consolidated Administration Building, Frankfort, KY

The Frankfort Plant Board, a municipal utility company that provides cable, broadband, telephone, security, electric and water for the city of Frankfort, KY, and surrounding areas, hired GRW to provide programming, planning and design services for its new consolidated administration building and associated 30-acre site.

Site work included full utilities, storm drainage and detention, New access road, staff and visitor parking, security access features including gates and access control.

Landscape Architecture features included an extensive exterior plaza, plantings design, site signage and movement.

The new three-level, 46,000 SF administration building project consolidates the Frankfort Plant Board's administrative offices for accounting, human resources, management, IT, and dispatch. In addition, facilities were provided for the Plant Board's public customer service functions including cashier/payment service stations, exterior drive through tellers, product service representation, and a board / community / training room.

The Facility was designed with security and public safety factors including access control systems, CCTV, bullet-resistant assemblies / glazing. The design was to be operational prior-during-after natural disaster events, utilizing a hardened structural design.

Project Size: 3-level, 46,000 SF building on 30-acre site

Estimated & Actual Cost: \$15,158,608/
\$15,652,928

Team Members from Section 3.0 Table:
Aaron Nickerson, Roderick Saylor, Matt Craig

CLIENT CONTACT: Sharmista Dutta, PE, Director of Water,
Frankfort Plant Board, (502) 352-4407, sdutta@fewpb.com



"The Administration Building is exemplary and an asset to the community. I am proud to have been a part of its development and could not have had a better partner than Aaron and GRW."
– Herbbie Bannister, General Manager (Retired)

"From the beginning, Aaron has been attentive and took the time to gain a good understanding of how our business functions. He has been readily available throughout the project and continues to work to keep the project within budget and on schedule. I know Aaron places great emphasis on ensuring the project is constructed as specified and allows no short cuts. He is an advocate for the owner; and FPB is assured that Aaron and the GRW team will not overlook any details in order to deliver a high-quality project. Sharmista Dutta, PE, Water Engineer, Frankfort Plant Board

City of Nicholasville

Fire Station No. 4, Nicholasville, KY



For the City of Nicholasville, GRW provided facility programming, facility needs assessments, architectural and engineering design, and construction phase services for a new fire station.

Fire Station No. 4, located along East Brannon Road, includes 6,825 SF with two pull-through apparatus bays, and vehicle storage for up to six vehicles. The facility includes a station captain's office, training room, sleeping quarters for two companies (total of 10 staff), dayroom/break area, and dedicated Personnel Protection Gear (PPE) gear, laundry, and support spaces. Utility systems include backup generator power for the entire building, communications, electrical, and mechanical/HVAC.

Final location of the facility was determined through multiple site assessments, and design approaches considering site optimization, vehicle access, and community identity of the structure. The Civil / Site work included staff and visitor parking, concrete apparatus vehicle parking and driveways, staff assembly areas with sustainable stormwater solutions including a rain garden and vegetated filtration plantings.

The facility vehicle storage apparatus bay design included multiple building alternative layouts based on vehicular access to the site, response requirements, and quantity of storage. The final design included zoned sloped concrete



floors with a trench drain and oil/water separator system for four zones, and the ability to store up to six vehicles. The apparatus bays include a high-pressure washing system, waterproof-rated electrical and lighting components, water resistant construction, and apparatus bay unit heaters. The vehicle maintenance area includes four zones of dedicated vehicle exhaust and makeup air units. To support the high demand and quick response time required for public safety vehicles, the bays have high-speed, motorized overhead section doors.

Project Size: 6,875 sft 2 bay station, full site development

Estimated & Actual Cost: \$2,305,897/ \$2,805,795

Key Team Members from 3.0 Table: Aaron Nickerson, Patrick Baisden

CLIENT CONTACT: Craig Cox, Fire Chief, Nicholasville Fire Department, (859) 554-5100, craig.cox@nicholasville.org

MoDOT/ TWM

Pedestrian Bridges Over I-70 & I-44 St. Louis, MO



The Missouri Department of Transportation planned a replacement of a deteriorating pedestrian bridge over I-70 & I-44. CDI provided Phase II engineering services to

TWM and MoDOT for the planned replacement for 2 multi-span pedestrian bridges in the City of St. Louis. This \$2.55M project, completed in 2020, entailed the replacement of the bridges, as well as enhancements such as ADA accessible ramps and increasing the vertical clearance to comply with MoDOT & FHWA policy.

CDI Services: Bridge Design, Sidewalk Approaches, ADA Compliance

Key Personnel: Jason Schreckenberg, PE, SE



IL Route 13 Reconstruction Carbondale, IL



As the prime consultant for the project, CDI is providing Phase II engineering services for the preparation of contract plans, specifications, and estimates to IDOT District

9 for the planned expansion of approximately two miles of IL 13 to provide three travel lanes in each direction separated by an open median ditch, four new bridges over Crab Orchard Lake, the addition of a multi-use path and redesign of the IL 13/Cambria road intersection to an innovative "Super-T" intersection including signals and lighting in Carbondale, IL.

Phase II services included preparation of Type, Size, and Location (TS&L) drawings, roadway plans, structure plans, maintenance of traffic plans, traffic signal plans, lighting plans, multi-use path plans, drainage plans, specifications, and estimates (PS&E documents).

CDI Services: Survey, Location Drainage Study, Bridge Design, Roadway Design, Contract Documents

Key Personnel: Jason Schreckenberg, PE, SE

Client Contact: Ehren Kirby, PE (D9), IDOT District 9
(618) 351-5227





SECTION 5.0

Work Plan & Approach to Project

5.0 Work Plan & Approach to Project

The proposed Site Development plan will require close coordination to successfully provide the required parking, site access, and the future demands for the site. Our teams workplan has been developed below to outline how we will successfully delivery your project.

a) Milestone Deliverables

The checklist of deliverables for the Fire Training Academy Campus Site Development shall follow RFP #16-2025 documents, *section 1.3 a/b* and *section c*, below. Key deliverables shall be developed by the following team members:

GRW Engineering | Architecture | Geospatial

- Project Management
- Site / Civil Design
- Civil Hydraulic Analysis Investigations
- Electrical Utility Interface – Lighting / Power Distribution
- Mechanical Utility Interface – Plumbing / Service

Distribution

- Structural – Structures and Canopy (option)

Element Design (WBE)

- Landscape Architecture
- Integration to the Town Branch Trail system
- Site Development Recommendations

CDI (WBE)

- Bridge Engineering / Design

Connico (WBE)

- Third Party Estimating Services

b) Design Schedule

The Design schedule required to deliver the Fire Training Academy Campus Site Development shall follow "Attachment C" of the RFP 16-2025 proposal documents. Dates include the following Key Milestones:

- Owner Notice to Proceed: 7/3/2025
- Design Kickoff Meeting: 7/7/2025
- Schematic Design Deliverable 8/13/2025
- Design Development Deliverable: 9/17/2025
- Construction Document RTA "Ready to Advertise" Deliverable: 10/22/2025
- Bidding and Procurement: Approximately 49 days (subject to owner)

- Construction Administration: Approximately 275 days (subject to owner timeline)

**All Design Team deliver dates are subject to the following factors:*

- *Timely owner review and response following the prescribed timelines*
- *Timely responsiveness to additional geotechnical, environmental, and survey requests determined as a requirement to properly complete the scope of work.*
- *Additional time may be presented / proposed for additional scopes of work requested of the owner not included in the original scope of work.*

c) Communication/Documentation & Collaboration Plan

Our teams process will follow the process below to deliver the project, per section 1.3a/b "Attachment C" of the RFP 16-2025 proposal documents.

Schematic Design: Existing geotechnical survey, environmental site assessment, and site survey documents will be reviewed simultaneously with the design kick-off meeting. Our Project Design Team will meet with you as necessary to develop a clear understanding of the program issues and needs for your site development, and to discuss your goals for the design. We will discuss design issues such as overall objectives, project schedule, site / facility constraints and criteria, space requirements, relationships,

flexibility, expandability, safety, security, special equipment / systems, and requirements of the overall site. With this information we will develop a design narrative.

Preliminary specifications and drawing documents will be developed to the 35 percent complete level and will consist of outlined specifications, site plan and utility drawings, landscape design, and preliminary bridge engineering development. Preliminary selections of major systems and construction materials will be noted on the drawings. The geotechnical survey, environmental site assessment and site survey will be incorporated into the preliminary design. A preliminary proposed cost estimate

will be prepared and cross-checked to validate the project budget. The Quality Assurance techniques described in this document will be used to review the schematic design documents.

Design Development: The Schematic Design review comments from your staff will be implemented into the design documents. The design team will take the project documents to approximately 65 percent. As more details are shown on the documents, the internal review will become more focused on code issues and fitness for purpose. The submittal will consist of site, landscape, bridge, and utility drawings, edited specifications, updated schedule, and an updated cost estimate. Applicable equipment cut sheets, as well as detailed calculations for equipment, will be provided as well. The documents will again be reviewed and studied for conflicts. Review of the design development documents ensures that all systems and components have been defined, the project complies with building codes and regulations, and adequate information has been provided for a more complete estimate of construction cost. Upon completion of the Design Development documents, GRW will present preliminary documentation during a public meeting to obtain feedback if required.

Construction Documents: After the Owner provides authorization to proceed to Contract Documents, the design team adds further design details of special connections or features for clarity to the bidders. Your review comments are fed back to the design team, and those comments will be implemented into the current documents. The Construction Document submittal will consist of the final drawings, final independent third-party estimate of construction cost, final project manual, and final design calculations as outlined in the RFQ. These documents will again be reviewed by GRW senior staff members. The GRW project checklists are executed to be sure that key elements of all major systems are fully called out in the drawings and specifications. The specifications are reviewed to be sure they are complete, and the submittal register, and table of contents are finalized. This thorough review and execution of the discipline checklists ensures that construction documents are complete and clear, and that all disciplines have been fully coordinated.

- **Prior to release of the document for bidding, an onsite meeting is recommended, to go over the documents with the user one last time,** to be sure the design documents still meet the programming goals they had in mind when the process started, and that they are clear on what scope items they are

getting and those (if any) that they are not. Once everyone agrees with information shown on the document is accepted, LFUCG would take possession of the final documents and move into the bidding process to procure a contractor.

Bidding: Throughout the bidding process, GRW will be at the Owner's disposal to assist with advertising, printing, contractor questions, bid submittals, review of bid documents, review of contractor credentials, and preparing Owner / Contractor contractual agreements.

Construction Administration and Project Close-out

Approach: We will oversee the construction of the site development to ensure conformity to construction drawings, specifications, and standards. Meeting minutes and Field Reports will be thoroughly documented.

The key to a successful project closeout is twofold. **First**, the design team must clearly delineate the expectations and requirements. GRW accomplishes this by using a close-out checklist, which is delivered to the contractor following design development. This checklist spells out in detail required closeout documents, along with an anticipated delivery of each item. **Second** is to start the process early and insist on compliance with the schedule contained in the checklist. Waiting until substantial completion to begin project closeout is never a good idea. When a project closeout checklist is combined with an early start to the closeout process, GRW has found that the final days of a project become much less stressful to everyone involved, and that projects typically come to a prompt and uneventful conclusion. GRW works with many customers that require most of the close-out documentation at 75% completion of construction. This includes initial submittals for O&M manuals, warranties, as-built drawings and similar documentation. GRW typically performs a "preliminary" punch list inspection at about 85% construction completion. This early punch gives the Contractor a sense of what level of scrutiny they will face for upcoming substantial completion and usually helps clarify the expectations of all parties.

GRW prides itself on being a strong project manager type organization without a lot of bureaucratic, administrative procedures that stifle creative people. Sometimes these procedures are streamlined for smaller projects, and sometimes they are formalized more for larger projects. At all times they remain flexible to accommodate the blending of procedures with those of our client organizations. GRW cares a great deal about performing repeat business, and we are willing to go the extra mile to ensure you are happy with the quality of our work.

d) Approach

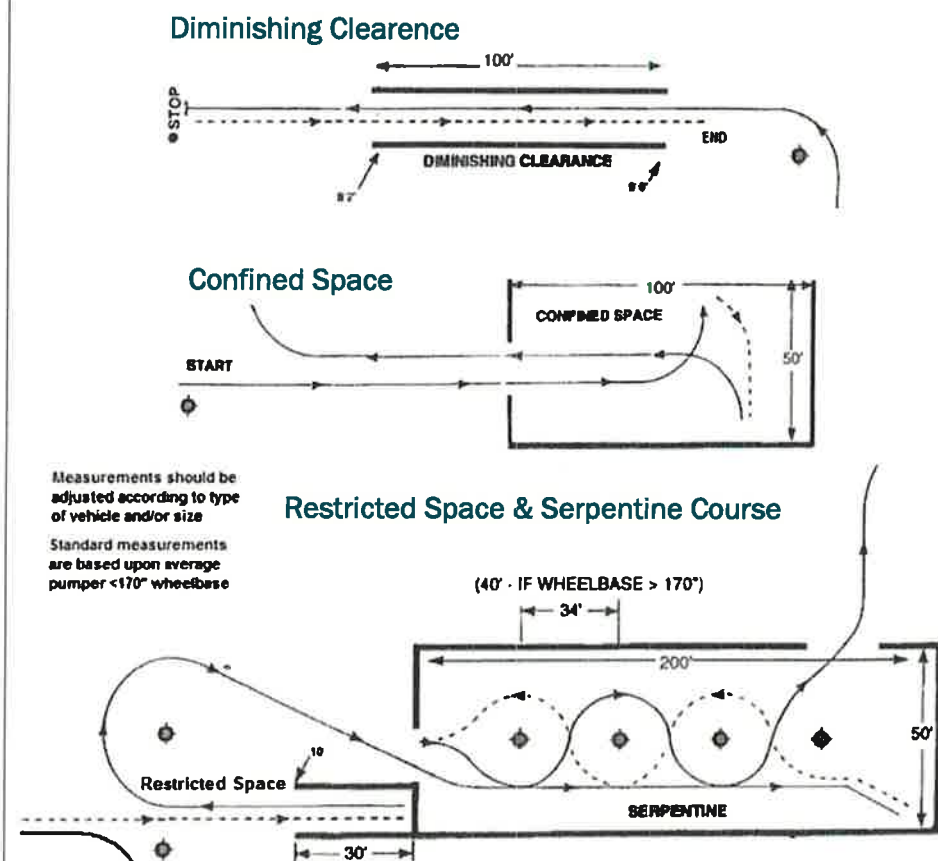
The ultimate measure of success of this project and any project is how well the completed project meets your needs and aspirations. The site design will be one that looks to the future of the Lexington Fire Department Fire Training Academy Campus, with the goal being to establish a site development solution to house today needs and your future operations growth for many years to come. Our Project Design Team will meet with you as

necessary to develop a clear understanding of the design, community, and site issues. Ongoing and continual input from the Owner stakeholders will be actively sought throughout the design process to maintain your goals. To this end, our project team is committed to establishing an inclusive, methodical and logical approach to the design process leading into construction.

Site Specific Design Considerations:

The existing site is similar subgrade conditions to the National Responder Preparedness Center (NRPC) fire training pad designed by GRW at the Wendell H. Ford. The NRPC skills pad was constructed over an old surface mining spoils site. The subgrade foundation material for both the NRPC pad and the LFUCG Fire Training Academy Pads pose a risk of differential settlement due to the types of waste material spoiled at each site. The NRPC skills pad was successfully constructed over the poor material in 2021. We believe the LFUCG Fire Academy skills pad can also be constructed with minimum subgrade remediation.

Unlike the NRPC pad the LFUCG Fire Academy site has varying topography that provides a limited level area for training. Per **NFPA 1002** Fire Apparatus Driver/Operator Professional Qualifications the varying topography could be seen as more of an **asset** than a liability. The training course could use the varying topography to its advantage by utilizing the steeper fore and aft as well as side to side slopes provided on the site.



At a minimum the above courses were considered in our early site evaluations as depicted on the Exhibit 1, conceptual site plan, in this section.

The courses are configured on the conceptual site plan (Exhibit 1) in a way that all could be set up at once – or, if desired, the level area of the site could be used to setup one of any three of the courses.



The rendering shown here is one (1) vision of the Fire Training Academy Campus from above. The previously mentioned detailed conceptual site plan, Exhibit 1, is on the following page.

d) Quality Control: Design through Construction Administration

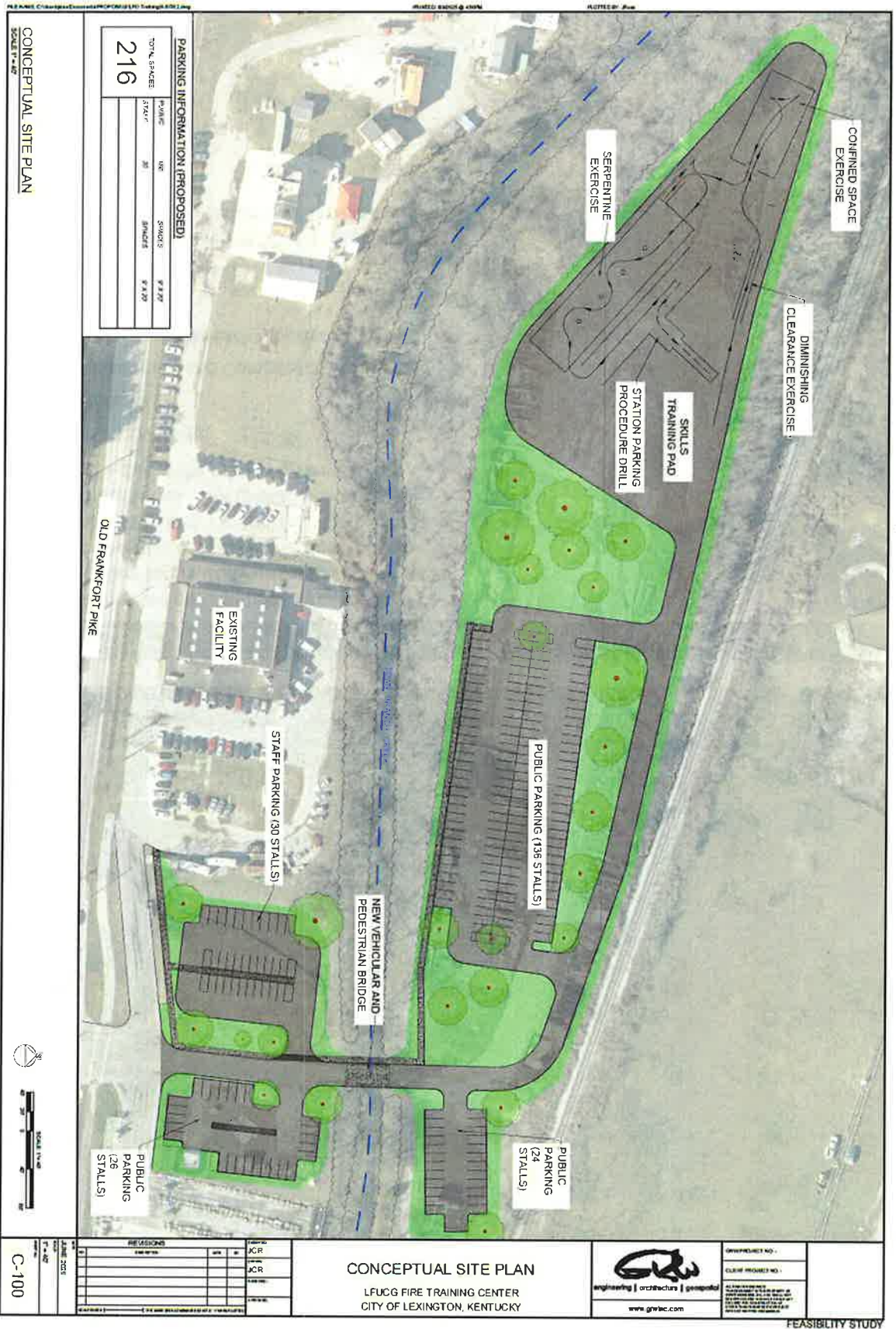
GRW has long maintained and nurtured a corporate-wide commitment to deliver high quality professional services to our clients. To achieve this goal we infuse quality assurance/quality control into the entire design process and not just as a final review. Our QA/QC process is standardized, and includes the following key features:

- Project Architect Oversight
- Team Management
- Schedule Management and Compliance Review
- Quality Control Reviews at each Milestone
- Programmatic Oversight
- Project Management Software

These items are further described in GRW's Quality Assurance/Quality Control procedures document, available upon request.



Exhibit 1



A horizontal decorative bar with a teal background and a green-to-white gradient on the right side.

APPENDIX

LFUCG Forms and Required Documents

ATTACHMENT: A
FORM OF PROPOSAL

Design Services for the Phase 1 Site Development of the Fire Training Academy Campus
Request for Proposal # 16-2025
Form of Proposal

Consultant: GRW Engineers, Inc. (GRW)

Address: 801 Corporate Drive, Lexington, KY 40503

1. General:

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

2. Submittal Requirements: Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

- i. Physical project size
 - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
 - iii. Identification of any involved sub-consultants and/or joint-venture partners
 - i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
 - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
 - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
 - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
 - ii. A title page
 - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
 - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
 - c. An explanation of the communication/documentation and collaboration plan.
 - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
 - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)
 - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Design Stage (Total Services Below)**\$ 237,712**Schematic Design Phase:
(percentage of total services)**\$ 59,428**
20 %Design Development Phase:
(percentage of total services)**\$ 74,285**
25 %Construction Documents Phase:
(percentage of total services)**\$ 89,142**
30 %Bid Phase:
(percentage of total services)**\$ 14,857**
5 %**Construction Administration Stage****\$ 59,428**

(percentage of total services)

20 %

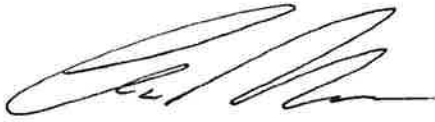
Total Architectural/ Engineering Services**\$ 297,140**

Note: Pricing includes MWDBE goals as stated in Participation Form.

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	300 \$/HR
<u>Site / Civil Engineer</u>	175 \$/HR
<u>Mechanical Engineer</u>	205 \$/HR
<u>Electrical Engineer</u>	205 \$/HR
<u>Structural Engineer</u>	205 \$/HR
<u>Landscape Architect</u>	155 \$/HR
<u>Designer / CADD</u>	105 \$/HR
<u>Administrative</u>	86 \$/HR

- Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.



Aaron Nickerson, AIA

Signature

Name

GRW - Sr. Vice President/Architect

6/11/2025

Title

Date

AFFIDAVIT

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

1. His/her name is Chris Hammer, PE and he/she is the individual submitting the proposal or is the authorized representative of GRW Engineers, Inc. (GRW), 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.

Chris Hammer

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Chris Hammer on this the 10th day
of June, 2025

My Commission expires: 4/23/29

Heather Randall Kemper #KYNP28361
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Chris Hammer, PE - President

GRW Engineers, Inc. (GRW)

Signature

Name of Business

A handwritten signature in black ink that reads "Chris Hammer". The signature is written in a cursive style with a large, stylized "C" and "H".

Note: GRW's comprehensive Affirmative Action Program document is attached at the end of this PDF

WORKFORCE ANALYSIS FORM

Name of Organization: GRW Engineers, Inc. (GRW)

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	11	11														11	
Professionals	80	62	14	1	1									2		63	17
Superintendents																	
Supervisors	5	4	1													4	1
Foremen																	
Technicians	36	29	5	1						1						31	5
Protective Service																	
Para-Professionals																	
Office/Clerical	11		11													11	
Skilled Craft	23	22				1										23	
Service/Maintenance																	
Total:	166	128	31	2	1	1				1				2		143	23

Prepared by: Jenny Dixon, HR Manager Date: 04 / 16 / 2025

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: GRW Engineers, Inc. (GRW)

Complete Address: 801 Corporate Drive, Lexington, KY 40503
Street City Zip

Contact Name: Aaron Nickerson, AIA Title: GRW Sr. Vice President

Telephone Number: 859-880-2267 Fax Number: 859-219-0620

Email address: anickerson@grwin.com



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP #16-2025 -

Phase 1 Site Development, Fire Training Academy Campus

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. elementdesign Ramona Fry 366 South Broadway Lexington, KY 40508 859.389.6533 ramona@element-site.com	WBE	Landscape Architecture		
2. Civil Design, Inc. Lori Daiber 9400 Bunsen Pkwy, Ste 150 Louisville, KY 40220 502.671.0060 ldaiber@civildesigninc.com	WBE/DBE	Bridge Design	GRW's goal is to ensure a total of 17% of the value of total contract go to our assigned subconsultants.	
3. Connico Janet Terry 2594 N. Mount Juliet Road Mount Juliet, TN 37122 615-257-7003 jterry@connico.com	WBE/DBE	Cost Estimating		
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

GRW Engineers, Inc. (GRW)

Company

6/11/2025

Date

Aaron Nickerson, AIA

Company Representative

GRW Sr. Vice President

Title

GRW values the participation Connico, CDI, and Element on our team.
Copies of our initial email conversations with these firms are included on the following pages.

From: [Janet Terry](#)
To: [Sandino, Karri](#)
Subject: RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)
Date: Tuesday, May 27, 2025 1:59:26 PM
Attachments: [image001.png](#)
[image004.png](#)

Got it Karri! I will send over the information probably by either Thursday or Friday of this week.



Janet R. Terry
D. 615-257-7003 M. 623-261-7778
jrterry@connico.com

From: Sandino, Karri <KSandino@grwinc.com>
Sent: Tuesday, May 27, 2025 12:26 PM
To: Janet Terry <jrterry@connico.com>
Cc: Nickerson, Aaron <ANickerson@grwinc.com>; Piper, Jimmy <JPiper@grwinc.com>; Saylor, Roderick <RSaylor@grwinc.com>; David Hunley <DHunley@connico.com>
Subject: RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hi, Janet,

On behalf of Aaron, we're very glad to have you on the team.
I work in our marketing area & will be assisting with our response.

Attached is some of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)
You're welcome to send items in Word or PDF.
They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

At this time, it would be great to have these items from you:

- ½ - 1-page max project example (1 or 2) with a similar two-way, vehicular/pedestrian bridge
→ for projects, they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to Connico

Feel free to give me a shout if you have questions/suggestions.
Thanks very much,
Karri

Karri Sandino

GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O 859.223.3999 | D 859.880.2379 |

Email: KSandino@grwinc.com | Website: www.grwinc.com

[Follow Us On LinkedIn](#)

From: Janet Terry <jrterry@connico.com>

Sent: Tuesday, May 27, 2025 11:42 AM

To: Nickerson, Aaron <ANickerson@grwinc.com>

Cc: Piper, Jimmy <JPiper@grwinc.com>; Sandino, Karri <KSandino@grwinc.com>; Saylor, Roderick <RSaylor@grwinc.com>; David Hunley <DHunley@connico.com>

Subject: RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hello Aaron,

Apologies for the delay in responding but we had some people out of the office late last week.

We would be happy to join the team and appreciate you reaching out.

Please let us know next steps and send us a copy of the RFQ.



Janet R. Terry

D. 615-257-7003 M. 623-261-7778

jrterry@connico.com

From: Nickerson, Aaron <ANickerson@grwinc.com>

Sent: Thursday, May 22, 2025 9:48 AM

To: Janet Terry <jrterry@connico.com>; David Hunley <DHunley@connico.com>

Cc: Piper, Jimmy <JPiper@grwinc.com>; Sandino, Karri <KSandino@grwinc.com>; Saylor, Roderick <RSaylor@grwinc.com>

Subject: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Importance: High

Some people who received this message don't often get email from anickerson@grwinc.com. [Learn why this is important](#)

Hi Janet and David,

I just tried giving you a call a bit ago and believe I got lost in voicemail world!

GRW has teamed with you all on a couple recent projects for Lexington Fayette Urban County Government (LFUCG) here in Lexington, KY. Specifically the Police Academy Assessment and their Water Quality Headquarters relocation projects. LFUCG has another project RFP out (RFP-16-2025) for a Fire Training Center Academy Campus Phase 1 – Site Development which we are pursuing and would like to see if you all would be interested in joining our team to support the Independent Cost Estimator scope of work? If so, we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb.

We hope you are interested in partnering again, similar to the past projects we will need your team information, resumes, and we will have to work through the projects pricing as we move forward.

Thanks in advance!

Aaron Nickerson, AIA, LEED Green Associate

Vice President

GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)

Email: ANickerson@grwinc.com | Website: www.grwinc.com

[Follow Us On LinkedIn](#)

From: [Lori Daiber](#)
To: [Sandino, Karri](#)
Cc: [Tracy Adele Jones](#); [Nickerson, Aaron](#); [Piper, Jimmy](#); [Saylor, Roderick](#); [Abby Osland](#)
Subject: Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)
Date: Tuesday, May 27, 2025 4:12:51 PM
Attachments: [Pages from RFP LFUCG LFD-TrainingAcademyCampus.pdf](#)

You don't often get email from ldaiber@civildesigninc.com. [Learn why this is important](#)

Karri

Thank you for adding CDI to your team. We will have the info to you by June 4th.

Thx
Lori

Sent from my iPhone

On May 27, 2025, at 1:36 PM, Sandino, Karri <KSandino@grwinc.com> wrote:

Hi, Tracy & Lori,

On behalf of Aaron, we're very glad to have you on the team.
I work in our marketing area & will be assisting with our response.

Attached is the main part of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)

At this time, it would be great to have these items from you:

- ½ - 1-page max project example (1 or 2) with a similar two-way, vehicular/pedestrian bridge → for projects, they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to CDI

You're welcome to send items in Word or PDF anytime before next Wed, June 4 would be great.

They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

Feel free to give me a shout if you have questions/suggestions.

Thanks very much,
Karri

Karri Sandino

GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2379](tel:859.880.2379) |

Email: KSandino@grwinc.com | Website: www.grwinc.com

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From: Tracy Adele Jones <tjones@civildesigninc.com>

Sent: Friday, May 23, 2025 10:24 AM

To: Nickerson, Aaron <ANickerson@grwinc.com>; Lori Daiber <ldaiber@civildesigninc.com>

Cc: Piper, Jimmy <JPiper@grwinc.com>; Sandino, Karri <KSandino@grwinc.com>; Saylor, Roderick <RSaylor@grwinc.com>

Subject: RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Good morning, Aaron,

We greatly appreciate, and accept, this opportunity to once again serve GRW! We are indeed a certified WBE and are registered with LFUCG.

I spoke with our Client Relations lead Lori Daiber last night, whose marketing team will be shepherding this proposal through the RFP process. She confirmed we have 3 bridge engineers registered in Kentucky (all PE, SE), some of which you know from previous pursuits.

Will your team please forward the RFP package materials, as well as any applicable templates, to Lori (cc'd)?

Wonderful to meet you and hope your Disney trip is the best one yet!

With gratitude,

Tracy Adele Jones

Client Relations | Civil Design, Inc.

O: 502-242-9058 M: 859-351-0207

From: Nickerson, Aaron <ANickerson@grwinc.com>

Sent: Thursday, May 22, 2025 9:28 PM

To: Tracy Adele Jones <tjones@civildesigninc.com>

Cc: Piper, Jimmy <JPiper@grwinc.com>; Sandino, Karri <KSandino@grwinc.com>; Saylor, Roderick <RSaylor@grwinc.com>

Subject: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hi Tracy,

It was good to catch up this afternoon at the Pre-Proposal meeting! As discussed, this evening GRW is looking for a Bridge Engineering teammate and CDI came up as a good opportunity to continue an existing successful relationship. You had mentioned CDI would be interested and Bridge design was part of your team's portfolio. It is my understanding that CDI is a certified WBE with LFUCG and your engineering folks would need to be licensed in KY for this project.

We hope you are interested in partnering again on this project, similar to the past MSD and DECA projects we will need your team information, resumes, and we will have to work through the projects pricing as we move forward. If so, we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb if you do not already have it.

Thanks in advance!

Aaron Nickerson, AIA, LEED Green Associate

Vice President

GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)

Email: ANickerson@grwinc.com | Website: www.grwinc.com

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From: [Ramona Fry](#)
To: [Sandino, Karri](#)
Cc: [Nickerson, Aaron](#); [Piper, Jimmy](#); [Saylor, Roderick](#)
Subject: Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)
Date: Tuesday, May 27, 2025 4:53:31 PM

Thanks, Karri. I can send an InDesign package that will include a PDF. Or if you prefer I can put it in word, just let me know.

Ramona Fry RLA, ASLA, LEED BD+C

CLARB Certified Landscape Architect

Principal / Senior Partner

elementdesign

Landscape Architecture + Engineering + Planning

Lexington | Louisville | Murray

366 South Broadway 1018 E. Jefferson Street

Lexington, KY 40508 Louisville, KY 40206

859.389.6533 502.489.4221

www.element-site.com

Kentucky Minority & Women Business Enterprise Certified

On Tue, May 27, 2025 at 2:40 PM Sandino, Karri <KSandino@grwinc.com> wrote:

Hi, Ramona,

On behalf of Aaron, we're very glad to have you on the team.

Attached is the main part of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)

You're welcome to send items in Word or PDF.

They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

At this time, it would be great to have these items from you:

- ½ - 1-page project example (1 or 2), they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to Element

Feel free to give me a shout if you have questions/suggestions.

Thanks very much,
Karri

Karri Sandino

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801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2379](tel:859.880.2379) |

Email: KSandino@grwinc.com | Website: www.grwinc.com

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From: Ramona Fry <ramona@element-site.com>

Sent: Thursday, May 22, 2025 11:57 AM

To: Aaron Nickerson <ANickerson@grwinc.com>

Cc: Jimmy Piper <JPiper@grwinc.com>; Karri Sandino <KSandino@grwinc.com>; Roderick Saylor <RSaylor@grwinc.com>

Subject: Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Thanks- I'm at KSU today so won't make the pre proposal but if you can forward the format you'd like me to use for the RFP information.

Thanks.

Ramona Fry, RLA ASLA LEED AP BD+ C

Element Design

Sent from my iPhone

On May 22, 2025, at 11:46 AM, Nickerson, Aaron <ANickerson@grwinc.com> wrote:

Ramona, that sounds great. Are you planning to be at the Pre-Proposal today? It is at 2pm at the existing Fire Training Facility. If so, we will see you there.

If you do not already have the RFP package we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb.

I presume at this point similar to past projects we will need your team information, resumes, and we will have to work through the projects pricing once we fully understand the scope. I have included Karri Sandino or marketing director on this email as well so we can follow up on specifics.

Thanks!

Aaron Nickerson, AIA, LEED Green Associate

Vice President

GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)

Email: ANickerson@grwinc.com | Website: www.grwinc.com

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From: Ramona Fry <ramona@element-site.com>

Sent: Thursday, May 22, 2025 11:35 AM

To: Nickerson, Aaron <ANickerson@grwinc.com>

Cc: Piper, Jimmy <JPiper@grwinc.com>; Sandino, Karri <KSandino@grwinc.com>; Saylor, Roderick <RSaylor@grwinc.com>

Subject: Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site

Development (GRW Team)

That sounds good to me. We've done some work on fire training for KCTCS, so I have a little background there too.

Just let me know what you need from us.

Ramona Fry, RLA ASLA LEED AP BD+ C

Element Design

Sent from my iPhone

On May 22, 2025, at 11:24 AM, Nickerson, Aaron
<ANickerson@grwinc.com> wrote:

Hi Ramona,

I just tried giving you a call and you were out an about so I figured I would email instead on bothering you during a meeting!

GRW is currently teamed with element on the LFUCG Water Quality Headquarters relocation project and you and Jimmy have crossed paths at Berea. LFUCG has another project RFP out (RFP-16-2025) for a Fire Training Center Academy Campus Phase 1 – Site Development which we are pursuing as a Prime and would like to see if you all would be interested in joining our team to provide the Landscape Architecture scope of work? GRW's team has extensive ongoing and completed Fire department experience and it is also apparent that the Landscape and Town Branch extension will be an important part of this project's success. Please give me a shout or return message and we can discuss further.

Thanks in advance!

Aaron Nickerson, AIA, LEED Green Associate

Vice President

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ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	<u>GRW Engineers, Inc. (GRW)</u>	Date:	<u>6/11/2025</u>
Project Name:	<u>Phase 1 Site Development, Fire Training Academy Campus</u>	Project Number:	<u>RFP #16-2025</u>
Contact Name:	<u>Aaron Nickerson, AIA</u>	Telephone:	<u>859-880-2267</u>
Email:	<u>anickerson@grwin.com</u>		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Please see attached list. Thank you.

 (Click or tap here to enter text.) 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☒ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☒ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses. Please see attached email communication
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☒ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

We reviewed and researched relevant VOSB and MBE firms listed on LFUCG's certified consultant list as well as other resources, including KYTC and Kentucky's Finance & Administration websites. Because of the services required to successfully assist LFUCG with this particular project, the opportunities to assign a portion of the work to a MBE and/or VOSB are limited. As new opportunities arise with LFUCG we will use this research/review resources to identify opportunities to add an MBE and/or VOSB to our team

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

Please see note above & attached email communication

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

GRW Engineers, Inc. (GRW)

Company

6/11/2025

Date

Aaron Nickerson, AIA

Company Representative

Sr. Vice President

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

Below is an alphabetical list of firms GRW has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

1. Abbie Jones (WBE)
2. American Engineers Inc (SBE)
3. Bloodhound LLC (SBE)
4. Bryant Associates (MBE)
5. CMID Inc (SBE)
6. Connico (WBE/DBE)
7. Cornerstone (DBE/MBE)
8. CSI (SBE)
9. CTL Engineering Inc. (MBE)
10. Cultural Resource Analysts Inc (SBE)
11. Diane B Zimmerman Traffic Engineering LLC (WBE)
12. EHI Consultants, Inc. (SBE)
13. Element Design (WBE)
14. Facility Commissioning Group Inc (SBE)
15. Horizon Inspection Llc (Sbe)
16. Marine Solutions Inc (WBE)
17. Mid-South Tank Consultants (SBE)
18. PCS Technologies, LLC (SBE)
19. Roger Ward Engineering Inc (VOSB)
20. Taylor Siefker Williams Design Group (DBE/WBE)
21. Third Rock Consultants (WBE)
22. Vector Engineers Inc (SBE)

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Aaron Nickerson, AIA

Signature



6/11/2025

Date