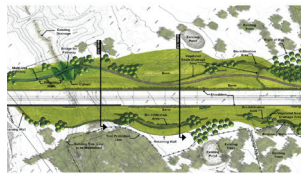


# LOCHNER

In Conjunction With  
EHI Consultants  
Abbie Jones Consulting



When experience is the driving factor, Lochner leads the way.

Proposal for  
**Qualifications for  
Professional Engineering Services**  
Contract 1: Roadway Corridor  
Contract 2: Right-of-Way Acquisition  
Contract 4: Structural Design  
Contract 8: Construction Inspection

**RFP #13-2014**

Submitted To:  
LFUCG

Submittal Date: March 24, 2014

# LOCHNER

H.W. Lochner, Inc.  
1040 Monarch Street  
Suite 300  
Lexington, KY 40513

T 859.224.4476  
F 859.224.9828

hwlochner.com

March 24, 2014

Todd Slatin  
Purchasing Director  
Division of Central Purchasing  
LFUCG  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

RE: RFP #13-2014 - Qualifications for Professional Engineering Services

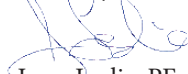
Dear Mr. Slatin:

Enclosed is Lochner's submittal to perform on-call services for the following contracts:

- Contract 1: Roadway Corridor and Intersection Planning/Design
- Contract 2: Right-of-Way and Easement Acquisition
- Contract 4: Structural and Bridge Design
- Contract 8: Construction Inspection

We ask for your favorable selection.

Sincerely,



Jerry Leslie, PE  
Vice President

JGL:lbn

Enclosures

### PRIME CONSULTANT

H. W. Lochner, Inc.  
1040 Monarch Street #300  
Lexington, Kentucky 40513

Jerry Leslie, PE (jleslie@hwlochner.com)  
859-224-4476

H.W. Lochner's Lexington office will be responsible for this project. Lochner was established in 1944 and has served Kentucky clients continuously since 1977. Our current Lexington staff includes 20+ engineers, planners and technicians. Solely focusing on transportation engineering and planning, we successfully accommodate small projects such as the Wilmore Pedestrian Mall to large, complex projects such as Paris Pike. Our staff has broad capabilities to assist in projects of all scopes and sizes. All of Lochner's work will be performed by staff located in the Lexington office.

### LOCHNER CATEGORIES PURSUING AND QUALIFICATIONS FOR EACH

#### Roadway Corridor and Intersection Design/Planning (CONTRACT 1)

- Staff of seven engineers and technicians (four PEs, two EITs and one design technician)
- Extensive urban roadway and drainage design expertise.
- Local office with all local staff.
- Staff dedicated to roadway design and not performing tasks in other disciplines.
- Available capacity to perform services.

#### Right-of-Way Services (CONTRACT 2)

- Staff of seven, full-time, in-house right-of-way agents.
- Experts in negotiations, buying, MARs, relocations, closings.
- Certified International Right-of-Way Senior Right-of-Way Agent on staff.
- All agents are dedicated to right-of-way work and are not performing other services (such as engineering).
- Intimate LFUCG knowledge: Leigh Karr served as LFUCG Right-of-Way Manager for twenty years.
- Leigh Karr authored LFUCG Chief Administrative Officer Policy #30 (procedures for purchasing property for LFUCG).
- KYTC prequalified to perform right-of-way acquisition services.
- Lexington office with all staff working in the Lexington office.
- Over 600 parcels acquired and 215 relocations performed since 2008.
- Proven experts in urban right-of-way acquisitions with complex titles and urban revitalization programs.
- LPA project and 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Act expertise.
- Workload availability to perform services.
- Three project managers enables multiple project execution.

#### Structures or Bridge Design (CONTRACT 4)

- Staff of six structural engineers and technicians (three PEs, three structural designers)
- Extensive scour inspection experience.
- Local office with all local staff.
- Staff dedicated to roadway design and not performing tasks in other disciplines.
- Available capacity to perform services.

#### Construction Inspection (CONTRACT 8)

- Staff of seven full-time inspectors on staff plus our structural and roadway staff members are available for inspections.
- Selected for four consecutive, two-year contracts with KYTC for Statewide CEI services.
- Lochner provided CEI services for LFUCG's Grimes Mill Bridge project.
- All KYTC certification requirements met.
- ROM status for Site Manager with KYTC.
- Local office with local staff.
- Performing full CEI services, including oversight of construction activities, preparing change orders and contract fee increase documents, Project Wise documentation, creating contractor work day statements, authorize daily work reports, generate contractor pay estimates, checking all project finals larger than \$5M.

### SUBCONSULTANTS

#### EHI CONSULTANTS (SBA/DBE/MBE)

Ed Holmes, AICP  
333 W. Vine Street, #300  
Lexington, Kentucky 40507

holmes@ehiconsultants.org  
859-425-4881

Founded in 1995, EHI is a Lexington-headquartered design and planning firm. They bring a level of diverse experience in programming, planning and designing a range of projects, from planning neighborhoods to transportation and infrastructure to engineering highway and drainage projects. EHI is prequalified with KYTC to perform rural and urban roadway design, highway planning services, bikeway planning, EIS writing and coordination and socioeconomic analysis.

#### EHI CATEGORIES PURSUING AND QUALIFICATIONS

##### Right-of-Way Services (CONTRACT 2)

- EHI is desiring mentorship in gaining right-of-way acquisition experience.
- Work will facilitate future prequalification with KYTC in a new discipline.
- Locally headquartered with local staff performing work.

#### ABBIE JONES CONSULTING(DBE/WBE)

Abbie Jones, PE, PLS  
1022 Fontaine Road  
Lexington, Kentucky 40502

abbie@abbie-jones.com  
859-559-3443

Abbie Jones Consulting is focused on fieldwork and specializes in land surveying, traffic counts, and civil engineering. Our clients are both public and private entities. The firm is prequalified in Traffic Counts, Surveying, Bicycle & Pedestrian Design, Rural Highway Design and Urban Highway Design.

#### ABBIE JONES CONSULTING CATEGORIES PURSUING AND QUALIFICATIONS

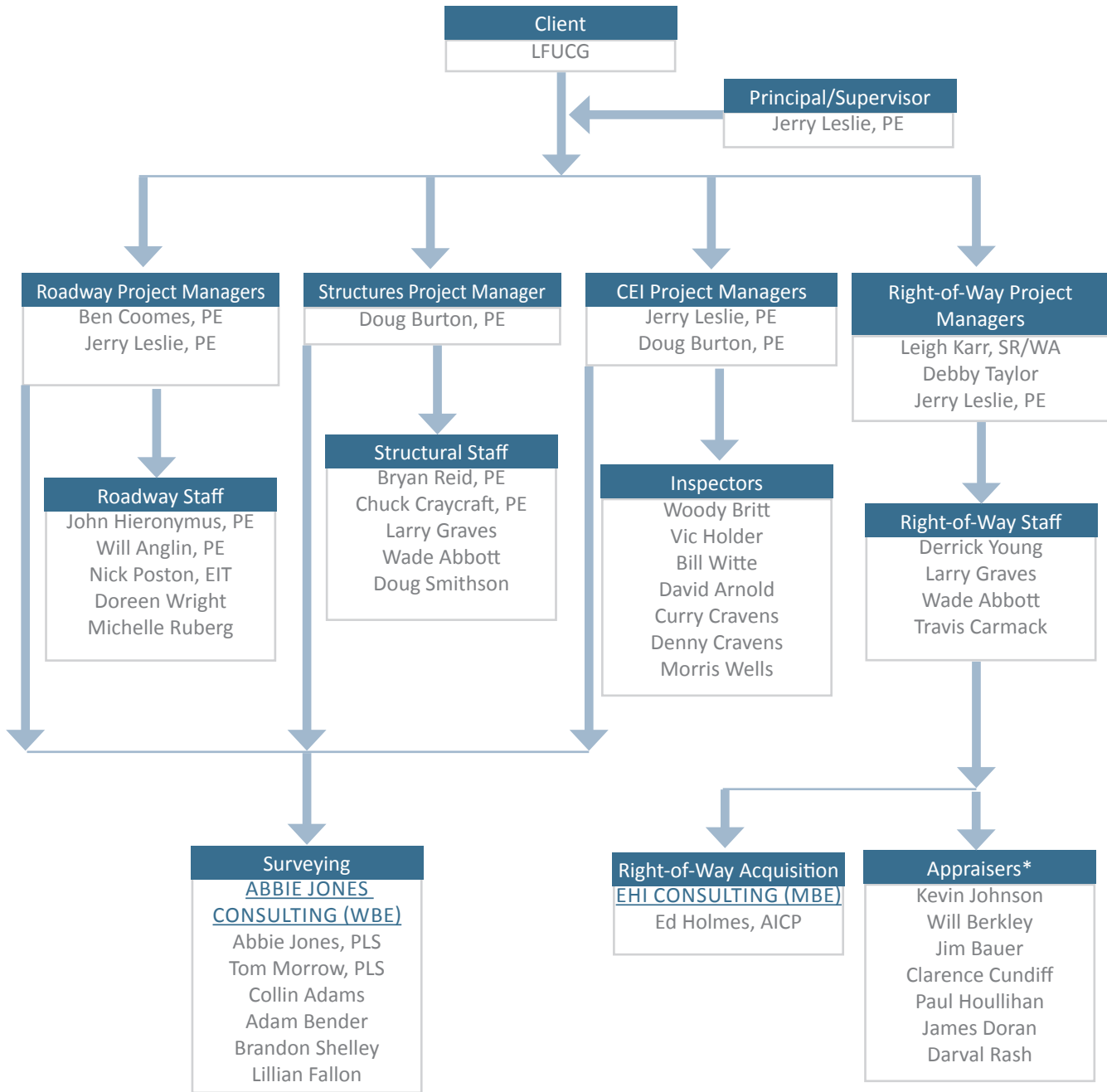
Roadway Corridor and Intersection Planning/Design (Contract 1), Structures or Bridge Design (Contract 4) and Construction Inspection (Contract 8)

- To provide surveying services for contracts listed above.
- Staff of six surveyors.
- Locally headquartered.
- Low overhead due to office in the home of the principal (Abbie Jones).

#### MISCELLANEOUS APPRAISERS

An appraiser and potentially a review appraiser will be required for right-of-way acquisition projects. A KYTC approved appraiser will be hired to perform these services at the time of task order award. See note on the Organizational Chart (Page 2)

**PROJECT TEAM**  
Organizational Chart



All team members are working out of their respective Lexington, Kentucky offices.

\* KYTC approved appraisers are in high demand. Due to the nature of appraisal projects and appraiser workloads, it is not feasible to select a few to propose as team members for an unknown amount of work during an undetermined time frame. Listed are KYTC prequalified appraisers from whom we would chose that live in Lexington. We have worked with those listed and are pleased with their quality and performance. Our priority for selecting an appraiser for projects as we are awarded them from this contract will weigh heavily on location (Lexington being highest priority) and quality of work/productivity. If a local appraiser is not available to perform the work at the time of award, we will select another appraiser from the KYTC prequalified list.



## JERRY LESLIE, PE

roadway design project manager and/or lead engineer, CEI Supervisor

### EDUCATION:

1992 - B.S., Civil Engineering, UK  
2001 - M.S. Civil Engineering, UK

### PROFESSIONAL REGISTRATION:

Professional Engineer, KY #19354

### TRAINING:

- AASHTO Roadside Design Guide
- “Thinking Beyond the Pavement”
- Highway Capacity Manual, Univ. of Tennessee
- Roadway Lighting, Univ. of Tennessee
- Leadership PE - Leadership Development Program, sponsored by ACEC, KSPE, SAME
- Traffic Management Plan Training
- Traffic Management Plan Development Training

### WILMORE STREETSCLAPING AND PEDESTRIAN MALL

Kentucky Transportation Cabinet, Urban

Project Manager overseeing conceptual, final design and construction administration. Responsible for overseeing staff develop plans (bike/pedestrian facilities, drainage, parking facilities, roadway, structural, right-of-way, utilities, landscape architecture and construction engineering inspection). Context-sensitive approach is utilized to gather stakeholder input and develop a design that utilizes the collaborative vision of Asbury Seminary, the City of Wilmore, KYTC, residents and pedestrian/bicycle facility users.

### 12TH STREET WIDENING, KENTON COUNTY

Kentucky Transportation Cabinet, Urban

Project Engineer assisting in planning studies, preliminary engineering, public involvement, alternate development and final design plans for widening and improvements to this urban thoroughfare. Traffic evaluations were performed for traffic movement and signal optimization modeling. The high number of properties along the corridor required access management designs in which Jerry assisted in preparing.

### I-75 FRONTAGE ROAD, LAUREL COUNTY

Kentucky Transportation Cabinet, Urban, Completed 2011

Project Manager responsible for Phase II engineering and design of a new frontage road. Duties included oversight and participating in developing preliminary design for alternative alignments (two main and two sub-alternates), coordinating studies for alternate evaluation and overseeing public involvement. Overseeing right-of-way plans, drainage and erosion control plans, maintenance of traffic plans and construction documentation.

### KY STATEWIDE CONSTRUCTION ENGINEERING INSPECTION

Kentucky Transportation Cabinet, Urban/Rural

Project Supervisor overseeing inspection staff for Regions 2 and 3 of the Statewide CEI contract. This contract represents the third consecutive KYTC has selected Lochner for this contract. Jerry has managed every task order within those contracts, which have been in excess of 14 large-scale construction projects.



## BEN COOMES, PE

roadway design project manager and/or lead engineer

### EDUCATION:

Bachelor of Civil Engineering,  
Georgia Institute of Technology, 1992

### PROFESSIONAL REGISTRATIONS:

Professional Engineer: KY, NC, FL, IN

### TRAINING/CERTIFICATIONS:

- Erosion Control Ordinance, KSPE State Convention,
- Concrete Pavements Workshop, Kentucky Transportation Cabinet
- Advanced Techniques in Road Design (InRoads), KYTC
- Using HEC-RAS to Compute Water Surface Profiles for Floodplains

### I-64 WIDENING, FAYETTE COUNTY

Kentucky Transportation Cabinet

Design Engineer responsible for Joint Inspection and Final Plans for interstate widening from I-64/I-75 interchange proceeding east 3.8 miles. Project included sections of both concrete widening and asphalt overlay. Ditches were widened, fill slopes flattened and guardrail removed where feasible. Lane balance and ramp level of service at the I-64/I-75 interchange were investigated in addition to mainline level of service. The project was on an aggressive fast track schedule, which was met.

### PLACIDA ROAD IMPROVEMENTS, CHARLOTTE COUNTY, FL

Charlotte County, Florida, Completed 2011

Project Manager and Lead Roadway Engineer. The services included the design for widening 2.9 miles of the existing two lane roadway to a four lane urban roadway. Other services included an evaluation of two intersections for signalization or roundabouts, storm water management, utility relocation and intersection improvements. Specific responsibilities included the roadway plans, maintenance of traffic plans, signing and marking plans and coordination of the multidisciplinary team. Team disciplines include roadway, survey, environmental, storm water, traffic, utilities, geotechnical and landscape architecture. The project required an aggressive fast track schedule which was met.

### SUMTER BOULEVARD IMPROVEMENTS, NORTH PORT, FL

City of North Port, Florida, Completed 2009

Project Manager and Lead Roadway Engineer. for plans for two mile widening of existing two-lane roadway to a four-lane roadway. Personal tasks included plan preparation, submitting permit application to the water management district and coordination of the multi-disciplinary team. Client budget constraints required the completed design project to be broken into pieces for which specific funding will be pursued. One segment was created with no right-of-way purchases to take advantage of available Federal stimulus funding.



## LEIGH KARR, SR/WA

right-of-way project manager, buyer and/or relocation agent

### EDUCATION:

1985 - Assoc. in Applied Science/Civil Engineering, Lexington Community College.

### KYTC RIGHT-OF-WAY PREQUALIFICATION:

- Project Manager
- Buyer Level III
- Relocation Agent Level II

### PROFESSIONAL EXPERTISE:

- ROW Lead Agent
- Negotiating with Property Owners and Tenants
- Coordinating Appraisers, Review Appraisers, and Agents
- MARs Evaluations
- RWUMS
- Acquiring Right-of-way/Easements
- Assisting in Design Issues
- Property Management
- Reviewing Ownership Documents
- Reviewing Plans/Legal Descriptions
- Preparing Condemnation Packages
- Relocation Services for All Property Types



## DEBBY TAYLOR

right-of-way project manager, buyer and/or relocation agent

### EDUCATION:

1983 - BS, Civil Engineering Tech., WKU

### KYTC RIGHT-OF-WAY PREQUALIFICATION:

- Project Manager
- Buyer Level III
- Relocation Agent Level II

### PROFESSIONAL EXPERTISE:

- ROW Lead Agent
- Negotiating with Property Owners and Tenants
- Coordinating Appraisers, Review Appraisers, and Agents
- MARs Evaluations
- RWUMS
- Acquiring Right-of-way/Easements
- Assisting in Design Issues
- Property Management
- Reviewing Ownership Documents
- Reviewing Plans/Legal Descriptions
- Preparing Condemnation Packages
- Relocation Services for All Property Types

### NEWTOWN PIKE EXTENSION RIGHT-OF-WAY

LFUCG and Kentucky Transportation Cabinet

Project Manager for this complex project. Responsibilities included oversight of all tasks for the total acquisition of 32 parcels.

### WILMORE STREETScape IMPROVEMENT AND PEDESTRIAN MALL

City of Wilmore

Project Manager overseeing right-of-way acquisition services and facilitating the purchase of easements.

### KY 22 AT ABBOTT LANE, OLDHAM COUNTY

Kentucky Transportation Cabinet

Right-of-Way Agent. Acquisition services for 36 parcels impacted by this 1.6 miles roadway reconstruction. Responsible for making offers, obtaining and calculating MARS data, preparing deeds and MOA documents.

### 5TH STREET WIDENING, LAUREL COUNTY

Kentucky Transportation Cabinet

Project Manager. Overseeing appraisals, negotiations, buying and relocations for 24 parcels.

### SOUTH ELKHORN FORCE MAIN

Lexington Fayette Urban County Government

Lead Agent. Project included right-of-way project management, MAR calculations and acquisitions.

### LFUCG RIGHT-OF-WAY

Lexington Fayette Urban County Government

Prior to joining Lochner, Leigh served as the Right-of-Way Project Manager and Buyer for LFUCG from 1985 to 2007.

### NEWTOWN PIKE EXTENSION RIGHT-OF-WAY

LFUCG and Kentucky Transportation Cabinet

Buyer for this complex project. Her responsibilities included buying right-of-way, coordinating meetings with property owners, LFUCG and KYTC for the presentation of the Community Land Trust Initiative, relocation services and preparing relocation and acquisition payment summary packages. She performed these for the total acquisition of 32 parcels.

### WILMORE STREETScape IMPROVEMENT AND PEDESTRIAN MALL

City of Wilmore

Right-of-Way Buyer performing right-of-way acquisition services and facilitating the purchase of easements.

### KY 22 AT ABBOTT LANE, OLDHAM COUNTY

Kentucky Transportation Cabinet, Ongoing

Project Manager. Overseeing acquisition services for 36 parcels impacted by this 1.6 miles roadway reconstruction. Overseeing offers, MARs data, deed and MOA documents and QA/QC of staff work.

### I-64/HURSTBOURNE PARKWAY, JEFFERSON COUNTY

Kentucky Transportation Cabinet, Completed 2012

Project Manager. Overseeing negotiations, MARs, title reports, and closings. QA/QC of staff offers. Project involved six parcels to accommodate interchange improvements.



**DOUG BURTON, PE, PMP**  
structural engineer

**EDUCATION:**

- 2000 - B.S. Civil Engineering, UK
- 2001 - M.S. Civil Engineering, UK

**PROFESSIONAL REGISTRATION:**

Professional Engineer, KY # 23970

**TRAINING:**

- ASCE “Highway Bridge Design and Strengthening Using LRFD”.
- NHI/FHWA LRFD for Highway Bridge Superstructures (Steel and Concrete).
- NHI/FHWA LRFD for Highway Bridge Superstructures and Earth Retaining Structures.

**AFFILIATIONS:**

- ASCE-KY, Bridge Sub-Committee, Vice Chair
- Bluegrass Chapter KSPE, State Director and Past President
- Bluegrass Section ASCE, Past President
- MathCounts, Bluegrass Region, and State Competition Volunteer.



**BRYAN REID, PE**  
structural engineer

**EDUCATION:**

- 2006 - B.S. Civil Engineering, UK
- 2010 - M.S. Civil Engineering, UK

**PROFESSIONAL REGISTRATION:**

Professional Engineer, KY and FL

**EXPERIENCE AND TRAINING:**

- 9 years of bridge design and inspection experience.
- Proficiency in:
  - Conspan
  - Staad
  - MDX
  - PCA Column
  - InRoads
  - KYCOGO
  - Microstation
- Safety Inspection of In-Service Bridges (FHWA-NHI-130055)
- Inspection and Maintenance of Ancillary Highway Structures (FHWA-NHI-130087)

**GRIMES MILL BRIDGE, FAYETTE COUNTY**

Lexington Fayette Urban County Government, Rural  
Structural Engineer performing design services for developing substructure and superstructure plans. Performed inspection which determined the existing trusses could be re-used, but the remainder of the bridge should be reconstructed. Responsible for design to rebuild the bridge, which consisted of two spans. One span was a steel truss with the original trusses reattached to retain character for historic mitigation. The second span was a concrete spread box beam. Also performed inspection during construction.

**CIGAR LANE IMPROVEMENTS, KENTUCKY HORSE PARK**

Kentucky Department of Finance, Rural  
Structural Project Manager for design of a new single span bridge and two retaining walls. Bridge consisted of spread box beams with a composite concrete deck. Substructures utilized concrete end bents on steel H-piles. Project required close coordination with Kentucky Horse Park personnel and prime consultant to meet budget and schedule constraints.

**LOUISVILLE BRIDGES SECTION 4, JEFFERSON COUNTY**

Kentucky Transportation Cabinet, Urban/Rural  
Structural Engineer for the extension of I-265 from I-71 to the proposed Ohio River Bridge. Project includes 4 major bridges including a 300-foot span structure, a 1,000'-foot curved flyover structure, a 1,200-foot structure over Harrods Creek and River Road, and a 1,900-foot Ohio River approach structure. Both steel box and steel I-girder superstructures will be supported on concrete substructures. The project also includes design of numerous retaining walls and noise walls along the project corridor.

**KY 255 OVER SINKING CREEK, BARREN COUNTY**

Kentucky Transportation Cabinet, Rural  
Structural Project Manager for design of single span replacement bridge utilizing spread precast prestressed concrete box beams with a composite concrete deck. Substructures consisted of concrete end bents on steel H-piles. Adverse soil conditions required piles to be pre-drilled.

**GRIMES MILL BRIDGE, FAYETTE COUNTY**

Lexington Fayette Urban County Government, Rural  
Structural Engineer performing design services for developing substructure and superstructure plans. Performed inspection which determined the existing trusses could be re-used, but the remainder of the bridge should be reconstructed. Responsible for design to rebuild the bridge, which consisted of two spans. One span was a steel truss with the original trusses reattached to retain character for historic mitigation. The second span was a concrete spread box beam. Also performed inspection during construction.

**CR 1061 (SKIDMORE LANE), LEWIS COUNTY**

Kentucky Transportation Cabinet, Rural  
Structural Engineer responsible for completing the structural components of the Advanced Situation Folder. Superstructure components included concrete deck on prestressed concrete box beams and substructure components included concrete bent on steel H-piles.

**LEON SULLIVAN AND COURT ST/I-77 BRIDGES AND RAMPS**

West Virginia Department of Transportation, Urban  
Structural Engineer and Inspector. Responsible for performing routine and critical inspections for three interstate ramps on alternating biennial basis. Ramps ranged from 3 to 12 steel box beam or girder spans and 289 to 1,350 foot bridge length. Included detailed reporting and recommendations.





**WOODY BRITT**  
construction inspector

**INSPECTION EXPERIENCE:**

- Embankment
- Stabilization
- Trench Excavation
- Pipe Backfill
- Unsuitable Soils/Over-excavation
- Geotextile Fabric/Reinforcement
- Asphaltic Concrete Pavement
- Portland Cement Concrete Pavement
- Signalization
- Bridge Foundation
- Temporary Sheet Piling
- De-watering
- Drainage Structures and Pipe
- Temporary Bridges
- AASHTO Beams Bridge Construction
- Post Tensioned Bridge Construction
- Construction Schedule Review
- Contractor Evaluations
- Estimating construction time durations
- Work Zone Traffic Control

Mr. Britt has been a construction inspector since 1990. He has provided service to Lochner for all three of the three statewide CEI contracts and has worked on multiple projects. His projects involve concrete testing (ACI Level 1 Certification), soils and aggregate sampling, asphalt concrete plan technician certification and Troxler nuclear density testing. The services include inspection of roadway embankment, structural construction, asphalt paving, drainage, signal, high mast lighting, work zone monitoring, utility relocation and erosion control. His certifications include:

- Asphalt Laydown
- ACI Concrete Field Testing, Grade 1
- Troxler Nuclear Gauge Certification
- Construction Materials Testing/Concrete
- Aggregate Sampling
- Grading Technician, Level 1
- Structural Inspection, Level 1
- Work Zone Traffic Control Tech.
- Materials Testing/Soils

**OFFICE CONSTRUCTION CONTRACT ASSISTANCE**

Kentucky Transportation Cabinet

Performing project final work through verifications, compiling all final pay records and confirming accuracy. Responsible for oversight of construction activities, preparing change orders and contract fee increase documents, Project Wise documentation, creating contractor work day statements, authorize daily work reports, generate contractor pay estimates, checking all project finals larger than \$5M.

**I-64 IMPROVEMENTS AND WIDENING**

Kentucky Transportation Cabinet

Inspection of widening, pavement rehabilitation and embankment corrections from near the KY 180 interchange to the West Virginia State Line on I-64.

**ROCK CRUSHER CURVE**

Kentucky Transportation Cabinet

Chief Inspector overseeing reconstruction of US 60 in Olive Hill. Project is realigning US 60 to straighten roadway and avoid Rock Crusher Curve. Project includes grade and drain with one new bridge and two large culverts. Project is 3 miles long and construction cost is estimated at \$13M.



**VIC HOLDER**  
construction inspector

**INSPECTION EXPERIENCE:**

- Embankment
- Stabilization
- Trench Excavation
- Pipe Backfill
- Unsuitable Soils/Over-excavation
- Geotextile Fabric/Reinforcement
- Asphaltic Concrete Pavement
- Portland Cement Concrete Pavement
- Drilled Shaft Foundations
- Bridge Foundation
- Temporary Sheet Piling
- De-watering
- Drainage Structures and Pipe
- AASHTO Beams Bridge Construction
- Construction Schedule Review
- Construction Cost Estimates
- Contractor Evaluations
- Estimating construction time durations
- Work Zone Traffic Control

Mr. Holder has provided service to Lochner for all three of the three statewide CEI contracts. Having served as an inspector since 1992, he has inspected numerous roadway and bridge construction projects. He is well-versed in the reporting processes required and maintains applicable certifications. His certifications include:

- Aggregate Sampling Tech
- ACI Level I Tech
- Structural Inspection Level I
- Nuclear Certification (lifetime - Humboldt)
- Grading Level I Tech
- Asphalt Field (Laydown) Tech
- HAZMAT (Troxler)

**I-75 WIDENING**

Kentucky Transportation Cabinet

Construction inspector responsible for providing inspection services for this interstate widening and bridge construction project in Grant County.

**REGION 2/3 CEI**

Kentucky Transportation Cabinet

Construction inspector responsible for providing inspection services for various projects in Districts 6 and 9.

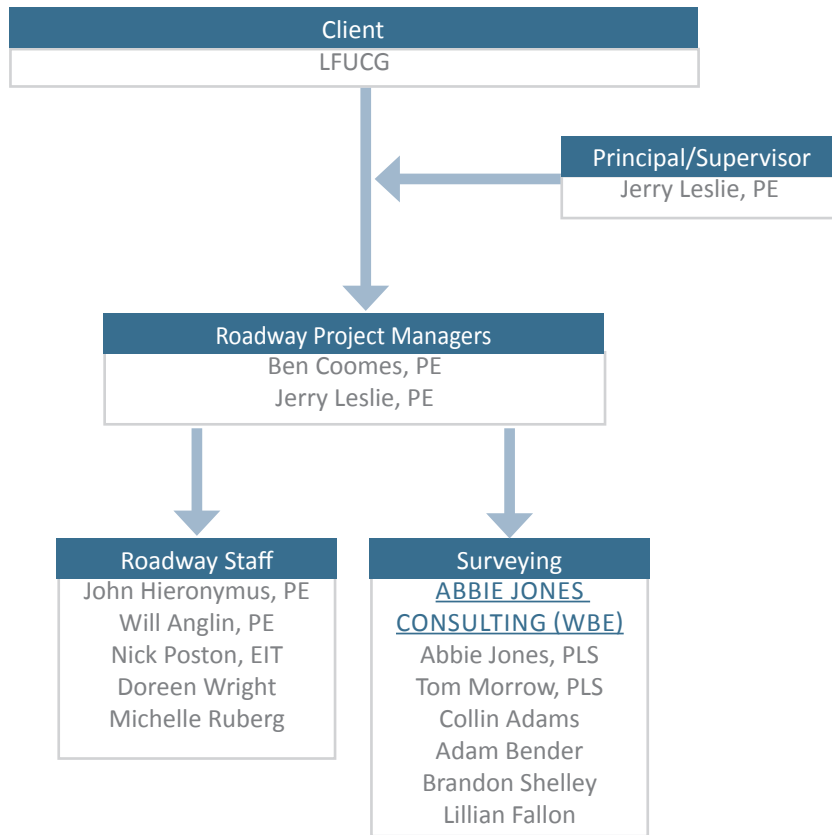
**CONCRETE SYSTEMS COMPANY, LLC**

Jackson, TN

Loader Operator - Hired to batch various concrete mix designs used for the construction of industrial type buildings. Duties also include assisting the superintendent with the daily operations that are required and expected to operate a portable concrete batch plant miles of new construction as a grade inspector.

**PROJECT TEAM**  
Organizational Chart

ROADWAY CORRIDOR AND INTERSECTION DESIGN/PLANNING - CONTRACT 1



All team members are working out of their respective Lexington, Kentucky offices.  
Relevant resumes provided in the RESUME section are Ben Coomes, PE and Jerry Leslie, PE

## LIST OF CLIENTS

Similar Work Performed

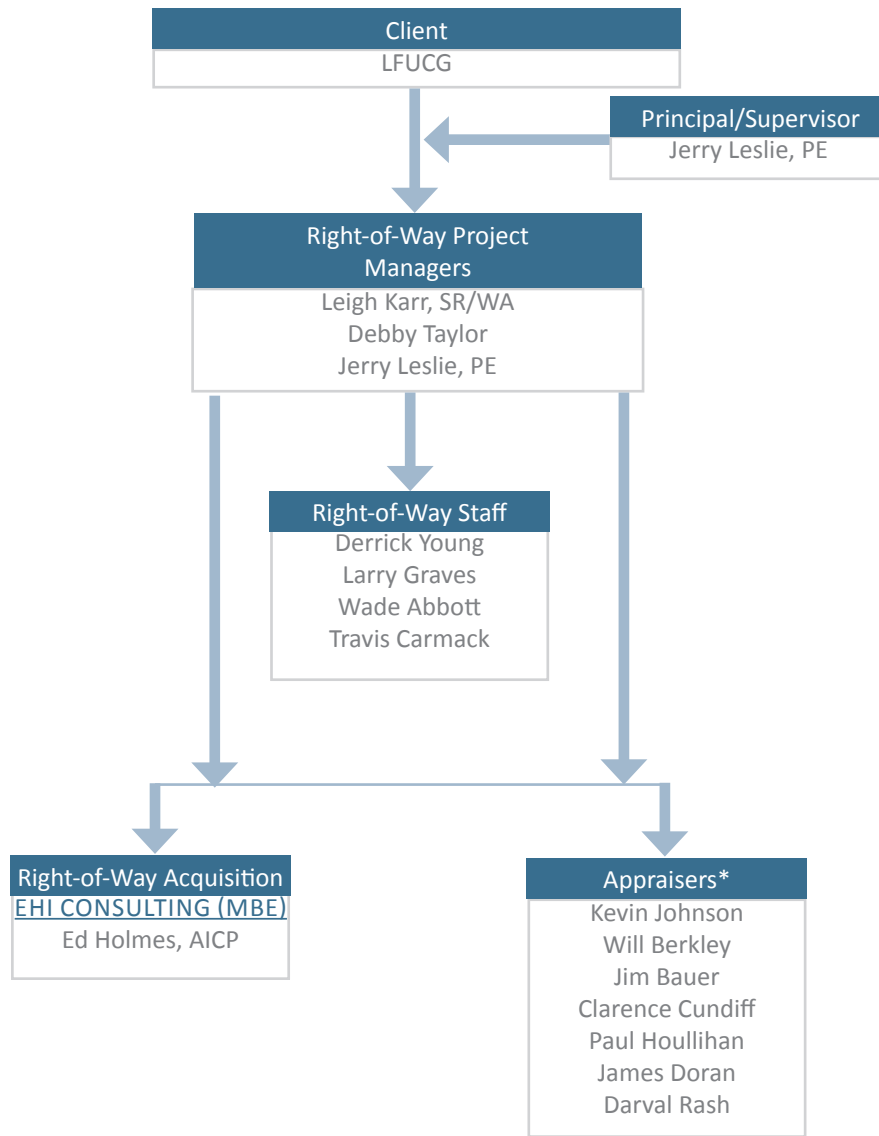
ROADWAY CORRIDOR AND INTERSECTION DESIGN/PLANNING - CONTRACT 1

Client	Contact	Phone	Email	Project Name	Roadway
KYTC	Andy Barber	502-210-5400	andy.barber@ky.gov	Louisville Bridges Section 4	Roadway
KYTC	Bart Bryant	606-845-2551	bart.bryant@ky.gov	US 42/KY 841 Intersection	Roadway
City of Wilmore	Dave Carlstedt	859-858-4411	dcarlstedt@wilmore.org	Wilmore Streetscape and Pedestrian Mall	Roadway
KYTC	David Fields	606-598-2145	david.fields@ky.gov	I-75 Frontage Road	Roadway
City of Elizabethtown	Ed Poppe	270-765-6121	ed.poppe@elizabethtownky.gov	Elizabethtown Sports Park	Roadway
KYTC	Bradley Bottoms	270-766-5066	bradley.bottoms@ky.gov	US 60 Widening and Intersection Relocation	Roadway
KYTC	James Ballinger	859-246-2355	JamesE.Ballinger@ky.gov	Paris Pike	Roadway

**LIST OF PROJECTS**  
Similar Work Performed  
ROADWAY CORRIDOR AND INTERSECTION DESIGN/PLANNING - CONTRACT 1

Project Name	Lochner Work Completed	Services Provided	Scope	Construction Cost
Wilmore Streetscape and Pedestrian Mall	6/30/2014	Roadway Design, Structural Design, Right-of-Way Acquisition, Traffic Study and Environmental Overview	Streetscape improvements to provide aesthetic entrance to Asbury Seminary, parking and multi-use facilities and road closure to increase parking. In cluded acquisition of 23 parcels and oversight of landscape architectural subconsultants.	\$2.9M
Elizabethtown SportsPark	7/16/2010	Roadway Design and Structural Design	1.3 mile extension of West Park Road which provides access to and through a large sports park as well as industrial facilities.	\$2.4M
US 60 Widening and Intersection Relocation (Irvington)	3/1/2015	Roadway Design	Retrofitting existing steel truss bridge. Preliminary and final design, rehabilitation study, right-of-way acquisition (two parcels) and construction inspection services.	Est. \$700K
I-75 Frontage Road (London)	12/1/2014	Roadway Design	Phase II engineering for 2.2 miles of new frontage road. Included numerous alternate studies and analyses.	Est. \$11M
US 42/KY 841 Intersection (Louisville)	8/1/2007	Roadway and Structural Design and Traffic Counts	Relocation of interchange ramps to accommodate future I-265 tunnel and also widening throughout interchange to increase needed capacity.	\$3.8M
Paris Pike	11/15/2003	Roadway and Structural Design	14-mile reconstruction of Paris Pike involving historic, environmental and public sentiment sensitivities.	\$90M
Louisville Bridges Section 4	12/31/2013	Roadway and Structural Design, Scoping Study, Right-of-Way Acquisition	3.2 mile extension of I-265 to proposed Ohio River Bridge. Controversial project with environmental and historic sensitivities as well as public opposition. Right-of-Way acquisition and relocation involved 132 parcels.	Est. \$55M

**PROJECT TEAM**  
Organizational Chart  
RIGHT-OF-WAY OR EASEMENT ACQUISITION - CONTRACT 2



All team members are working out of their respective Lexington, Kentucky offices.  
Relevant resumes in the RESUME section are Leigh Karr, SR/WA, and Debby Taylor.

\* KYTC approved appraisers are in high demand. Due to the nature of appraisal projects and appraiser workloads, it is not feasible to select a few to propose as team members for an unknown amount of work during an undetermined time frame. Listed are KYTC prequalified appraisers from whom we would chose that live in Lexington. We have worked with those listed and are pleased with their quality and performance. Our priority for selecting an appraiser for projects as we are awarded them from this contract will weigh heavily on location (Lexington being highest priority) and quality of work/productivity. If a local appraiser is not available to perform the work at the time of award, we will select another appraiser from the KYTC prequalified list.

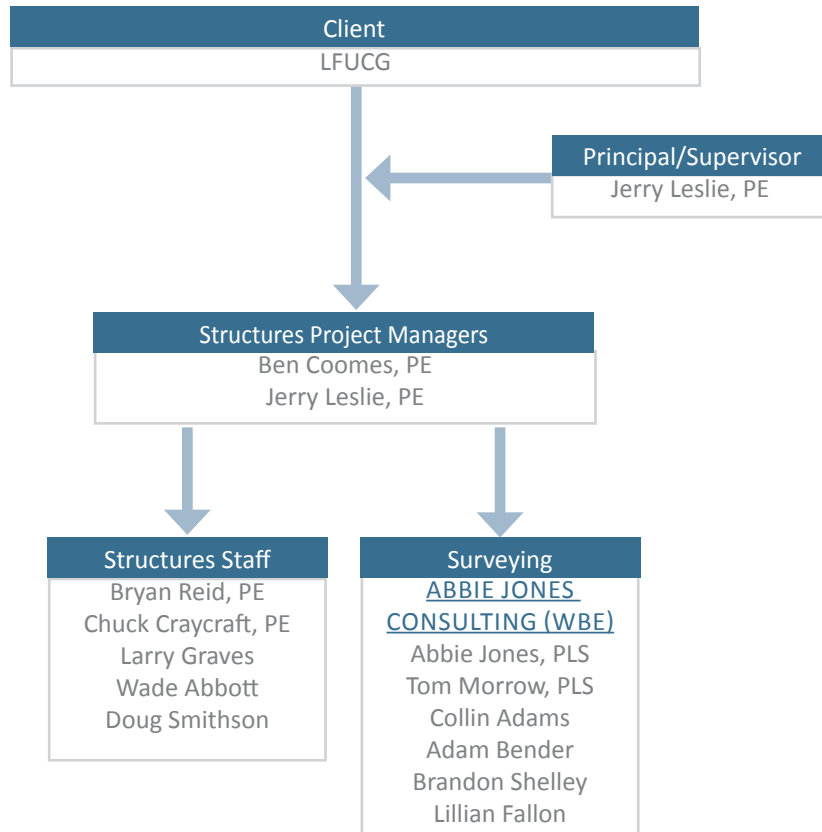
**LIST OF CLIENTS**  
 Similar Work Performed  
 RIGHT-OF-WAY OR EASEMENT ACQUISITION - CONTRACT 2

Client	Contact	Phone	Email	Project Name	Right
LFUCG	Andrew Grunwald	859-258-3410	agrunwal@lexingtonky.gov	Newtown Pike Extension	Right
KYTC	Andy Barber	502-210-5400	andy.barber@ky.gov	Louisville Bridges Section 4	Right
LFUCG	Charlie Martin	859-258-3410	chmartin@lexingtonky.gov	Deep Springs Pump Station	Right
KYTC	Danny Mineer	606-666-8841	danny.mineer@ky.gov	AA Highway	Right
City of Wilmore	Dave Carlstedt	859-858-4411	dcarlstedt@wilmore.org	Wilmore Streetscape and Pedestrian Mall	

**LIST OF PROJECTS**

Similar Work Performed  
RIGHT-OF-WAY OR EASEMENT ACQUISITION - CONTRACT 2

Project Name	Lochner Work Completed	Services Provided	Scope	Construction Cost
Deep Springs Pump Station	9/30/2011	Right-of-Way Acquisition	Property acquisition services, including title reports, appraisals, offers and closings/condemnations to accommodate construction of a new pump station. A total of two home buyouts were performed.	N/A
AA Highway	5/31/2013	Right-of-Way Acquisition	Right-of-way acquisition of 41 parcels with tasks including appraisal of minor acquisition land parcels, tendering offers to all land owners, negotiating on behalf of KYTC and providing titles and title opinions.	N/A
Newtown Pike Extension	Ongoing	Right-of-Way Acquisition and Relocation Services	Acquisition and relocation for 32 parcels. Project is being performed in conjunction with a neighborhood redevelopment plan. Relocation services will assist residents relocate to a new and thriving redeveloped neighborhood.	N/A
Grimes Mill Bridge Replacement	12/27/2013	Structural Inspection and Design, Right-of-Way Acquisition and Construction Inspection	Retrofitting existing steel truss bridge. Preliminary and final design, rehabilitation study, right-of-way acquisition (two parcels) and construction inspection services.	Est. \$700K
Louisville Bridges Section 4	12/31/2013	Roadway and Structural Design, Scoping Study, Right-of-Way Acquisition	3.2 mile extension of I-265 to proposed Ohio River Bridge. Controversial project with environmental and historic sensitivities as well as public opposition. Right-of-Way acquisition and relocation involved 132 parcels.	Est. \$55M
Wilmore Streetscape and Pedestrian Mall	6/30/2014	Roadway Design, Structural Design, Right-of-Way Acquisition, Traffic Study and Environmental Overview	Streetscape improvements to provide aesthetic entrance to Asbury Seminary, parking and multi-use facilities and road closure to increase parking. Included acquisition of 23 parcels and oversight of landscape architectural subconsultants.	\$2.9M



All team members are working out of their respective Lexington, Kentucky offices. Relevant resumes in the RESUME section are Doug Burton, PE, and Bryan Reid, PE.

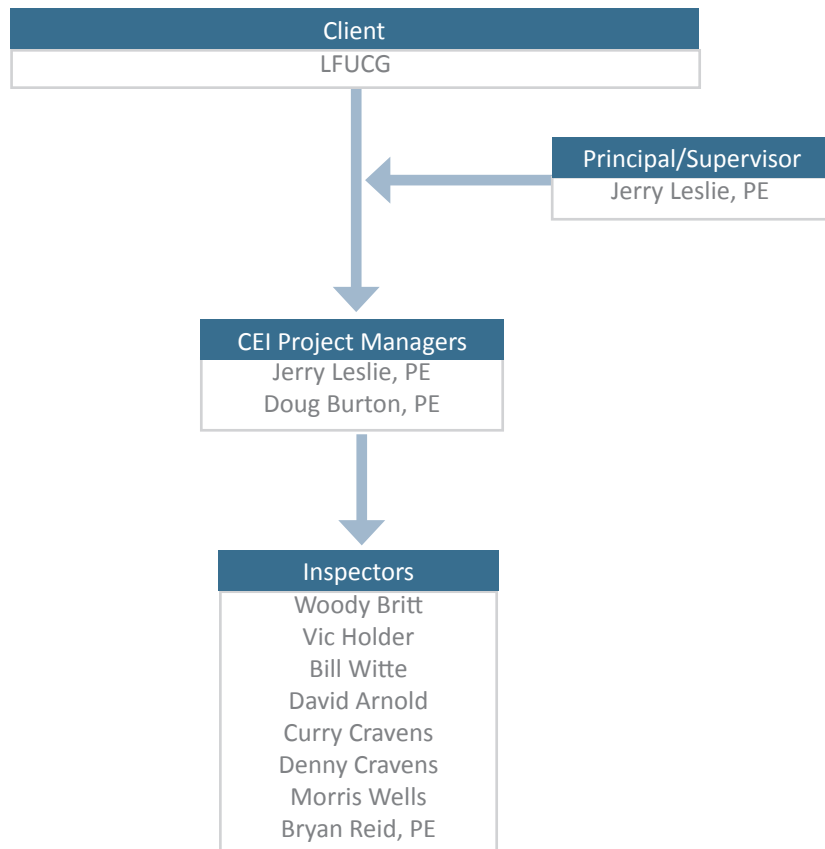


**LIST OF CLIENTS**  
 Similar Work Performed  
 STRUCTURES OR BRIDGE DESIGN - CONTRACT 4

Client	Contact	Phone	Email	Project Name	
LFUCG	Andrew Grunwald	859-258-3410	agrunwal@lexingtonky.gov	Grimes Mill Bridge Replacement	Structural
KYTC	Andy Barber	502-210-5400	andy.barber@ky.gov	Louisville Bridges Section 4	Structural
City of Elizabethtown	Ed Poppe	270-765-6121	ed.poppe@elizabethtownky.gov	Elizabethtown Sports Park	Structural
KYTC	James Ballinger	859-246-2355	JamesE.Ballinger@ky.gov	Paris Pike	Structural
Kentucky Horse Park	Jamshid Baradaran	859-425-2255	jbaradaran@lexingtonky.gov	Cigar Lane Bridge	Structural
LFUCG	Keith Lovan	859-258-3410	klovan@lexingtonky.gov	Clays Mill Road	Structural

**LIST OF PROJECTS**  
Similar Work Performed  
STRUCTURES OR BRIDGE DESIGN - CONTRACT 4

Project Name	Lochner Work Completed	Services Provided	Scope	Construction Cost
Grimes Mill Bridge Replacement	12/27/2013	Structural Inspection and Design, Right-of-Way Acquisition and Construction Inspection	Retrofitting existing steel truss bridge. Preliminary and final design, rehabilitation study, right-of-way acquisition (two parcels) and construction inspection services.	Est. \$700K
Wilmore Streetscape and Pedestrian Mall	6/30/2014	Roadway Design, Structural Design, Right-of-Way Acquisition, Traffic Study and Environmental Overview	Streetscape improvements to provide aesthetic entrance to Asbury Seminary, parking and multi-use facilities and road closure to increase parking. In cluded acquisition of 23 parcels and oversight of landscape architectural subconsultants.	\$2.9M
Cigar Lane Bridge (Kentucky Horse Park)	10/3/2008	Structural Design	Design of an aesthetically-pleasing bridge at the exit of the Kentucky Horse Park. Bridge was designed with measures to maintain its structural integrity when subject to floods due to matching roadway vertical alignment.	\$2M
Clays Mill Road	11/12/2013	Structural Design	Structural design to widen bridge and replace two box culverts on residential roadway widening project.	\$2M
Elizabethtown Sportsark	7/16/2010	Roadway Design and Structural Design	1.3 mile extension of West Park Road which provides access to and through a large sports park as well as industrial facilities.	\$2.4M
US 42/KY 841 Intersection (Louisville)	8/1/2007	Roadway and Structural Design and Traffic Counts	Relocation of interchange ramps to accommodate future I-265 tunnel and also widening throughout interchange to increase needed capacity.	\$3.8M
Paris Pike	11/15/2003	Roadway and Structural Design	14-mile reconstruction of Paris Pike involving historic, environmental and public sentiment sensitivities.	\$90M
Louisville Bridges Section 4	12/31/2013	Roadway and Structural Design, Scoping Study, Right-of-Way Acquisition	3.2 mile extension of I-265 to proposed Ohio River Bridge. Controversial project with environmental and historic sensitivities as well as public opposition. Right-of-Way acquisition and relocation involved 132 parcels.	Est. \$55M



All team members are working out of their respective Lexington, Kentucky offices.  
Relevant resumes in the RESUME section are Woody Britt, Vic Holder, Jerry Leslie, PE, Doug Burton, PE and Bryan Reid, PE

**LIST OF CLIENTS**  
 Similar Work Performed  
 CONSTRUCTION INSPECTION - CONTRACT 8

Client	Contact	Phone	Email	Project Name	
LFUCG	Andrew Grunwald	859-258-3410	agrunwal@lexingtonky.gov	Grimes Mill Bridge Replacement	Construction
City of Wilmore	Dave Carlstedt	859-858-4411	dcarlstedt@wilmore.org	Wilmore Streetscape and Pedestrian Mall	
LFUCG	Keith Lovan	859-258-3410	klovan@lexingtonky.gov	Clays Mill Road	Construction
KYTC	Mark Walls	502-564-7250	mark.walls@ky.gov	Statewide Construction Engineering Inspection	

**LIST OF PROJECTS**  
 Similar Work Performed  
 CONSTRUCTION INSPECTION - CONTRACT 8

Project Name	Lochner Work Completed	Services Provided	Scope	Construction Cost
Grimes Mill Bridge Replacement	12/27/2013	Structural Inspection and Design, Right-of-Way Acquisition and Construction Inspection	Retrofitting existing steel truss bridge. Preliminary and final design, rehabilitation study, right-of-way acquisition (two parcels) and construction inspection services.	Est. \$700K
Wilmore Streetscape and Pedestrian Mall	6/30/2014	Roadway Design, Structural Design, Right-of-Way Acquisition, Construction Inspection, Traffic Study and Environmental Overview	Streetscape improvements to provide aesthetic entrance to Asbury Seminary, parking and multi-use facilities and road closure to increase parking. Included acquisition of 23 parcels and oversight of landscape architectural subconsultants.	\$2.9M
Statewide Construction Engineering Inspection	10/3/2013	Construction Inspection	Construction inspection in Regions 2 and 3, including oversight of construction activities, preparing change orders and contract fee increase documents, Project Wise documentation, creating contractor work day statements, authorize daily work reports, generate contractor pay estimates, checking all project finals larger than \$5M. This contract represents Lochner's third consecutive and include 14 individual task orders (large construction projects) on which Lochner staff has provided CEI services.	N/A

## AFFIDAVIT

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

1. His/her name is Jerry Leslie, PE and he/she is the individual submitting the proposal or is the authorized representative of H.W. Lochner, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

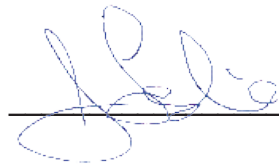
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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

**Continued on next page**

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Jerry Leslie, PE on this the 26th day  
of March, 2014

My Commission expires: August 14, 2017

  
NOTARY PUBLIC, STATE AT LARGE



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

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

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

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible



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

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

\_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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

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

H.W. Lochner, Inc.  
\_\_\_\_\_  
**Company**

March 24, 2014  
\_\_\_\_\_  
**Date**

Jerry Leslie, PE  
\_\_\_\_\_  
**Company Representative**

Vice President  
\_\_\_\_\_  
**Title**



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 13-2014

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. EHI Consultants 859-425-4881 333 W. Vine Street, #300 Lexington, Kentucky 40507	Right-of-Way Acquisition	n/a	10%
2. Abbie Jones Consulting 859-559-3443 1022 Fontaine Road Lexington, Kentucky 40502	Surveying	n/a	10%
3.			
4.			

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

H. W. Lochner, Inc. \_\_\_\_\_

**Company**

March 24, 2014 \_\_\_\_\_

**Date**

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

Vice President \_\_\_\_\_

**Title**



## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 13-2014

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. no substitutions					
2.					
3.					
4.					

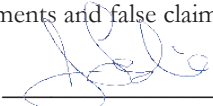
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

H. W. Lochner, Inc. \_\_\_\_\_

**Company**

March 24, 2014 \_\_\_\_\_

**Date**

  
\_\_\_\_\_

**Company Representative**

Vice President \_\_\_\_\_

**Title**



**MWDBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference #** 13-2014

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

<b>Company Name</b> H. W. Lochner, Inc.	<b>Contact Person</b> Jerry Leslie
<b>Address/Phone/Email</b> 1040 Monarch, #300 Lexington, KY 40513 859-224-4476	<b>Bid Package / Bid Date</b> 13-2014, March 24, 2014

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
EHI Consultants 859-425-4881 333 W. Vine St Lexington, KY 40507	Ed Holmes, AICP	holmes@ehiconsultants.org 859-425-4881	3/20/14	ROW	Phone, Email	n/a	MBE
Abbie Jones Consulting 859-559-3443 1022 Fontaine Rd Lexington, KY 40502	Abbie Jones, PLS	abbie@abbie-jonesconstulting.com 859-	3/20/14	Survey	Phone, Email	n/a	MBE WBE

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

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

H. W. Lochner, Inc. \_\_\_\_\_

**Company**

March 24, 2014 \_\_\_\_\_

**Date**

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

Vice President \_\_\_\_\_

**Title**



## GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

#### B. At Will Termination


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

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



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

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

  
\_\_\_\_\_  
Signature

March 24, 2014  
\_\_\_\_\_  
Date

**WORKFORCE ANALYSIS FORM**

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Name of Organization: HW Lochner , Lexington, KY

Date: 3 / 26 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	122	101	14	3	1			3			
Professionals	194	119	49	8	3	2	2	10	1		
Superintendents											
Supervisors											
Foremen											
Technicians	90	60	15	3	1	3		3	1		
Protective Service											
Para-Professionals											
Office/Clerical	32	3	20		4		2		3		
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	438	287	98	14	9	5	4	16	5		

**Prepared by:** Jerry Leslie, Vice President  
**Name & Title**

**WORKFORCE ANALYSIS FORM**

---

**Name of Organization:** EHI Consultants , Lexington, KY

**Date:** 3 / 26 / 14

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

**Prepared by:** Ed Holmes, President  
**Name & Title**

**WORKFORCE ANALYSIS FORM**

Name of Organization: Abbie Jones Consulting , Lexington, KY

Date: 3 / 26 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	?										
Professionals	6	4	2								
Superintendents	?										
Supervisors	?										
Foremen	?										
Technicians	?										
Protective Service	?										
Para-Professionals	?										
Office/Clerical	?										
Skilled Craft	?										
Service/Maintenance	?										
<b>Total:</b>	6	4	4								

Prepared by: Abbie Jones, President

**Name & Title**

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

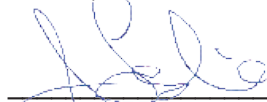
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for individuals who have previously not been allowed to enter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

H.W. Lochner, Inc.

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

## **Affirmative Action Plan**

Because this document is over 200 pages, only the **ELECTRONIC COPY** of this proposal has the full and complete Affirmative Action Plan.

