

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and BELL ENGINEERING; 2480 Fortune Drive, Suite 350, Lexington, KY 40509 (**CONSULTANT**). **OWNER** intends to proceed with the \_\_\_\_\_ as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 5, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

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

#### 1.2. Project Phase

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

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

**2014), and amendments to the CONSULTANT'S proposal included in attached Exhibit C "Further Description of Basic Engineering Services and Related Matters."**

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

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

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

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

- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made or approvals necessary by the Urban County Council.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

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

### **SECTION 4 - PERIOD OF SERVICES**

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

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Project Assignment shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

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

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

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

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

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each Project Assignment. For assignments with defined scope, lump sum assignments shall be issued. Otherwise Project Assignments shall include time and materials payment terms.



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

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

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

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

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

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

## **6.4. Successors and Assigns**

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

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

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

#### **6.5. Disputes**

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

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

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

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

#### **6.7. Security Clause**

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

#### **6.8. Access to Records**

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

Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering agreements.

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

### **6.9.1. Definitions**

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

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

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

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

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

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

### **6.9.3. Financial Responsibility**

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

### **6.9.4. Insurance Requirements**

#### **6.9.4.1. Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

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

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

#### **6.9.4.2. Renewals**

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

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

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

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

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

#### **6.9.6 Definition of Default**

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

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

### **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

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



**OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

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

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BELL ENGINEERING


BY:

  
\_\_\_\_\_  
JIM GRAY, MAYOR

BY:

  
\_\_\_\_\_  
JAMES K. ROBERTS, PE, PLS,  
EXECUTIVE VICE PRESIDENT

ATTEST:

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

COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by James K. Roberts, PE, PLS, as the duly authorized representative for and on behalf of Bell Engineering, on this the 15 day of May, 2014.

My commission expires: Oct 14, 2017.

  
\_\_\_\_\_  
NOTARY PUBLIC



# Lexington-Fayette Urban County Government

## Request for Proposal

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

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

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

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

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

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

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

### **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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

## SELECTION CRITERIA:

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

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

### Questions regarding this RFP shall be addressed to:

Theresa Maynard, Buyer Senior  
Division of Central Purchasing  
[theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov)

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

**The Deadline for Questions is Thursday, March 12<sup>th</sup>, 2014 at 2:00 pm local time.**



## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

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

**WORKFORCE ANALYSIS FORM**

---

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

Prepared by: \_\_\_\_\_  
**Name & Title**

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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



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

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

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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



**LFUCG MWDBE PARTICIPATION FORM**

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

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

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

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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

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**A. 1.0 DEFINITIONS.**

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

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

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

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**3.0 FINANCIAL RESPONSIBILITY**

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



#### 4.0 INSURANCE REQUIREMENTS

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

##### 4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

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

NONE

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### 4.5. Verification of Coverage

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

#### 4.6. Right to Review, Audit and Inspect

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

### **5.0 SAFETY AND LOSS CONTROL**

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

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

**6.0 DEFINITION OF DEFAULT**

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

00302720

# Request for Qualifications (RFQ) for Professional Engineering Services

## 1. Background

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

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

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

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

## 2. Contract Type and Contracting Process

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

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

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

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

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

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

### 3. General Project Description

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

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

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

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

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

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

#### 4. Submittals

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

Section

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



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

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

## 5. Disadvantaged Business Enterprise (DBE) Notice

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

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

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

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

## 6. Selection Criteria (Attachment 2)

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

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

### Notes:

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

Attachment 1

**Project Team Location(s)**

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

**Notes:**

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

## Attachment 2 – RFP #13-2014 Scoring Sheet

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

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

## Attachment 2 – RFP #13-2014 Scoring Sheet

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

- Affidavit \_\_\_\_\_
- Affirmative Action Plan \_\_\_\_\_
- EEO Agreement \_\_\_\_\_
- Workforce Analysis \_\_\_\_\_
- Insurance \_\_\_\_\_

Comments:

Description	Adjective	Numeric Rating	Weighted Factor Multiplier (A)
FAILS TO MEET MINIMUM REQUIREMENTS; MAJOR DEFICIENCIES WHICH ARE NOT CORRECTABLE	Unacceptable	1	0.2
FAILS TO MEET REQUIREMENTS, SIGNIFICANT DEFICIENCIES THAT MAY BE CORRECTABLE	Poor	2	0.4
MEETS REQUIREMENTS; ONLY MINOR DEFICIENCIES WHICH CAN BE CLARIFIED	Acceptable	3	0.6
MEETS REQUIREMENTS AND EXCEEDS SOME REQUIREMENTS; NO DEFICIENCIES	Good	4	0.8
EXCEEDS MOST, IF NOT ALL REQUIREMENTS; NO DEFICIENCIES	Excellent	5	1.0



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: **#13-2014**

Date: March 3, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

*Paragraph two on page one should read as follows and agree with the date on the website:*

“Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 26, 2014.**”

*Paragraph one on page two should read as follows:*

**Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12<sup>th</sup>, 2014 at 2:00 PM local time.**

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: #**13-2014**

Date: March 7, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: **#13-2014**

Date: March 17, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

Todd Slatin, Director  
Division of Central Purchasing

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_



### SIGN-IN SHEET

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

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG – Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Astin	strand	225-8500	Mark.Astin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233-2103	feastridge@engr.services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul PARSEN	THELEN ASSOCIATES	226-0761	PPARSEN@thelensoc.com
Laura Mize	Lockner	224-4476	LMIZE@hwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	g.isaacs@palmer.net.com
Kevin Dameron	Palmer	859.537.6657	kdameron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	MMERRIMAN@S&MEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
JUSTIN ANDERSON	HDR ENGINEERING	859-583-0732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5090	e.buell@bfmj.com
Nicole Pavulich	BFMJ Structural Eng	859-278-5050	n.pavulich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Ainslie	L.F. Legregg	859-252-7558	jainslie@legregg.com
WALTER BOWMAN	W. Bowman Assoc.	859 619 0129	waltbowman@twc.com





## Questions for RFP #13-2014

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

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

---

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

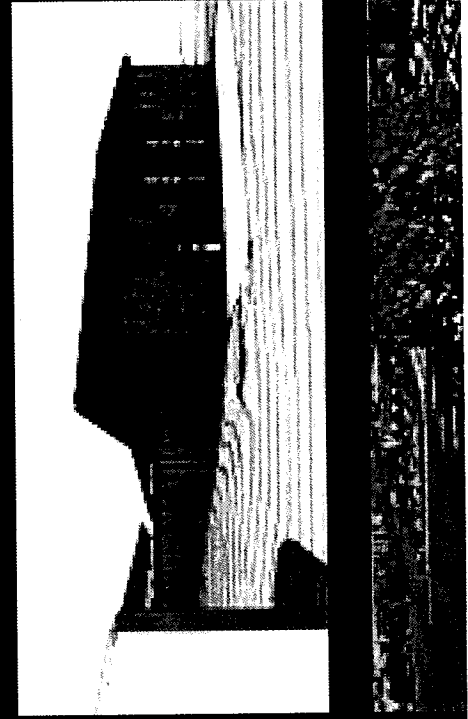
EXHIBIT B



# STATEMENT *of* QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES  
CONTRACT 1, CONTRACT 3,  
CONTRACT 5 & CONTRACT 8

DEPARTMENT OF ENGINEERING  
LEXINGTON-FAYETTE URBAN CO. GOVT.





March 26, 2014

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

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

Dear Ms. Maynard,

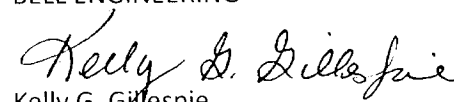
Bell Engineering is a name that has been associated with **reliability and innovation for 100 years**. As the **longest continually operating consulting engineering firm** in the state of Kentucky, we are pleased to submit the LFUCG Department of Engineering with our Statement of Qualifications for prequalification in **Contract 1: Roadway, Corridor & Intersection Design/Planning; Contract 3: Construction Drawing Review; Contract 5: Pedestrian, Bike & Trail Design/Planning and Contract 8: Construction Inspection services**. Upon your review, we are confident you will conclude that **Bell Engineering is extremely qualified to provide service to LFUCG through these contracts**.

**Bell Engineering brings the following strengths to LFUCG:**

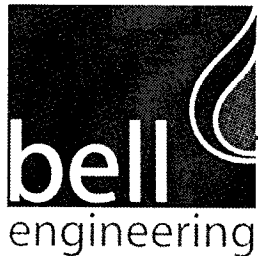
- Knowledge and team experience with a variety of projects for LFUCG,
- KYTC prequalified in rural and urban roadway design and bikeway planning,
- Provide review of construction drawings for compliance along with construction inspection services on nearly every project we complete,
- Bell Engineering is a registered Small Business with the SBA,
- Project team includes Abbie Jones Consulting, an LFUCG Certified DBE,
- All firms are headquartered locally in Lexington, Kentucky,
- 100% Central Kentucky-based staff to perform work.

On behalf of Bell Engineering, we thank you for the opportunity to **showcase our experience and outline the strengths** that our team can bring to the LFUCG Department of Engineering on Contracts 1, 3, 5 and 8. We look forward to the opportunity to continue to **provide quality engineering services** to the City of Lexington on this and many future projects.

Sincerely,  
BELL ENGINEERING

  
Kelly G. Gillespie  
President

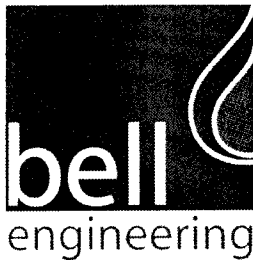
2480 fortune drive, suite 350, lexington, kentucky 40509  
859/278-5412 phone 859/278-2911 fax www.hkbell.com  
bell engineering. creating. improving. planning for the future.



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<b>Letter of Transmittal</b>	
<b>Firm Qualifications</b>	<b>1</b>
<b>Project Team</b>	<b>2</b>
Organizational Chart	
Key Personnel Resumes	
<b>Contract 1: Roadway, Corridor &amp; Intersection Design/Planning</b>	<b>3</b>
List of Clients	
List of Projects	
<b>Contract 3: Construction Drawings Review</b>	<b>4</b>
List of Clients	
List of Projects	
<b>Contract 5: Pedestrian, Bike &amp; Trail Design/Planning</b>	<b>5</b>
List of Clients	
List of Projects	
<b>Contract 8: Construction Inspection</b>	<b>6</b>
List of Clients	
List of Projects	
<b>Local Office</b>	<b>7</b>
<b>DBE Involvement</b>	<b>8</b>
<b>Appendix A</b>	<b>9</b>
Affidavit	
Equal Opportunity Agreement	
Affirmative Action Plan	
Firm Information	
Workforce Analysis Form	
MBE/WBE Participation Form	
General Provisions	
<b>Certificates of Insurance</b>	<b>10</b>
<b>Addenda</b>	<b>11</b>
Addendum #1	
Addendum #2	
Addendum #3	





- **Founded in Lexington, KY in 1914**
- **Locally owned and operated**
- **100% of work performed by staff located in Kentucky**
- **Registered small business with SBA**

**Bell Engineering** is a name that has been associated with **reliability and innovation for 100 years**. As the longest continually operating consulting engineering firm in the state, **we have completed projects throughout Kentucky** and in many surrounding states. The firm has remained **locally owned and operated since Mr. Howard K. Bell formed the company in**

**Lexington, Kentucky in 1914**. Originally located on Limestone Street, Howard K. Bell Consulting Engineers, Inc. provided water, wastewater and stormwater engineering services to clients and communities throughout Kentucky and West Virginia.

Prior to Mr. Bell's death in 1939, his son Mr. Grant S. Bell and Mr. James K. Latham were made partners in the firm. In 1960, **operations were changed from a partnership to a corporation** and the firm adopted an Employee Stock Ownership Plan (ESOP) in 1992. In 2005, the **firm rebranded under the name Bell Engineering** and the Lexington headquarters moved to its current location on Fortune Drive in August 2010.

Hires in 2011 in the areas of landscape architecture and industrial pretreatment have added to Bell's original line of services which included environmental, sanitary and civil. **Our firm is well-staffed to complete a variety of projects in a timely, efficient and cost-effective manner**. Today we offer a full line of services to clients including water, wastewater, stormwater, gas, highway design, pedestrian, bike and trail planning, city planning, site/civil, HVAC, construction inspection, grant/loan assistance and surveying to name just a few.

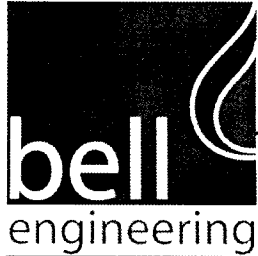
Bell has developed a reputation as a **highly competent leader**. We strive not only to meet our client's expectations, but to exceed them whenever possible. We do this while **balancing the needs of today with careful planning for future rules and regulations**. Bell employees develop long-term relationships and we currently have several clients with a project span of 50+ years.

The **Bell Engineering team is requesting prequalification on the following** Lexington-Fayette Urban County Government (LFUCG) Department of Engineering (DOE) contracts: **Contract 1:** Roadway, Corridor & Intersection Design/Planning; **Contract 3:** Construction Drawings Review; **Contract 5:** Pedestrian, Bike & Trail Design/Planning; and **Contract 8:** Construction Inspection.

"I like the attention to detail that Bell brings to every project. It is comforting knowing the answer to any question is just a phone call away. Also, we feel that when we hire Bell for a project it is much more than a contractual partnership - it is a relationship, and Bell truly understands that." - **Mr. Charlie Dick, Manager, Somerset Water & Sewer**

A key member of Bell's team is Abbie Jones Consulting. **Abbie Jones Consulting, a LFUCG certified DBE**, was founded in Lexington, KY in 2011 with a vision to provide professional engineering and land surveying focused on building sustainable communities for future generations. Staff will **provide professional land surveying services** as needed including construction staking, topographic and boundary surveys and elevation certification.

LE Gregg Associates was founded in Lexington, KY in 1957 to provide **engineering and materials testing services**. With 57 years of institutional experience, the firm is well-versed in the



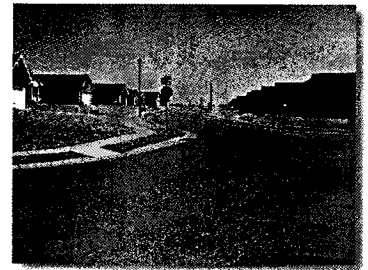
process of **conducting geotechnical investigations for a variety of projects**. LE Gregg offers a range of services including Phase I Environmental Site Assessments and Special Inspections.

**Bell Engineering is "responsive, professional and [a] team player" - Mr. Michael A. Scott, American Electric Power**

The Bell team is qualified to provide engineering services to the DOE for Contracts 1, 3, 5 and 8 because of our **knowledge and team experience with similar projects as well as working with LFUCG**. The combined resources of our companies will ensure that any projects our team is selected for will exceed the DOE's expectations.

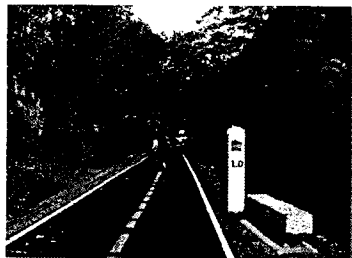
#### **Contract 1: Roadway, Corridor & Intersection**

**Design/Planning** – Bell Engineering provides the expertise to **plan, design and construct roadway and transportation networks** as either stand-alone projects or as an integrated part of a larger concept. From the **design of the first concrete streets in Lexington in the 1920's** to the use of pervious pavement in today's design, Bell continues to implement state-of-the-art street and roadway construction techniques. We are **currently involved in urban, commercial, industrial and residential roadway projects**. Bell is KYTC prequalified in rural and urban roadway design.



**Contract 3: Construction Drawings Review** – Bell Engineering has both **the experience and technical expertise** necessary to provide review of construction documents. We are **familiar with LFUCG's requirements** through the completion of a variety of pump station, stormwater and other projects for LFUCG. Additionally, we understand the importance of project schedules and work to ensure our reviews are both thorough from an engineering perspective and completed in a timely manner. Our review process is integrated to **ensure proposed construction projects have been designed in conformance with applicable regulations**.

**Contract 5: Pedestrian, Bike & Trail Design/Planning** – Bikeway and pedestrian planning have become **critical pieces of modern community planning**. Bell Engineering's **experience assisting communities throughout the region and state** with their bikeway and pedestrian



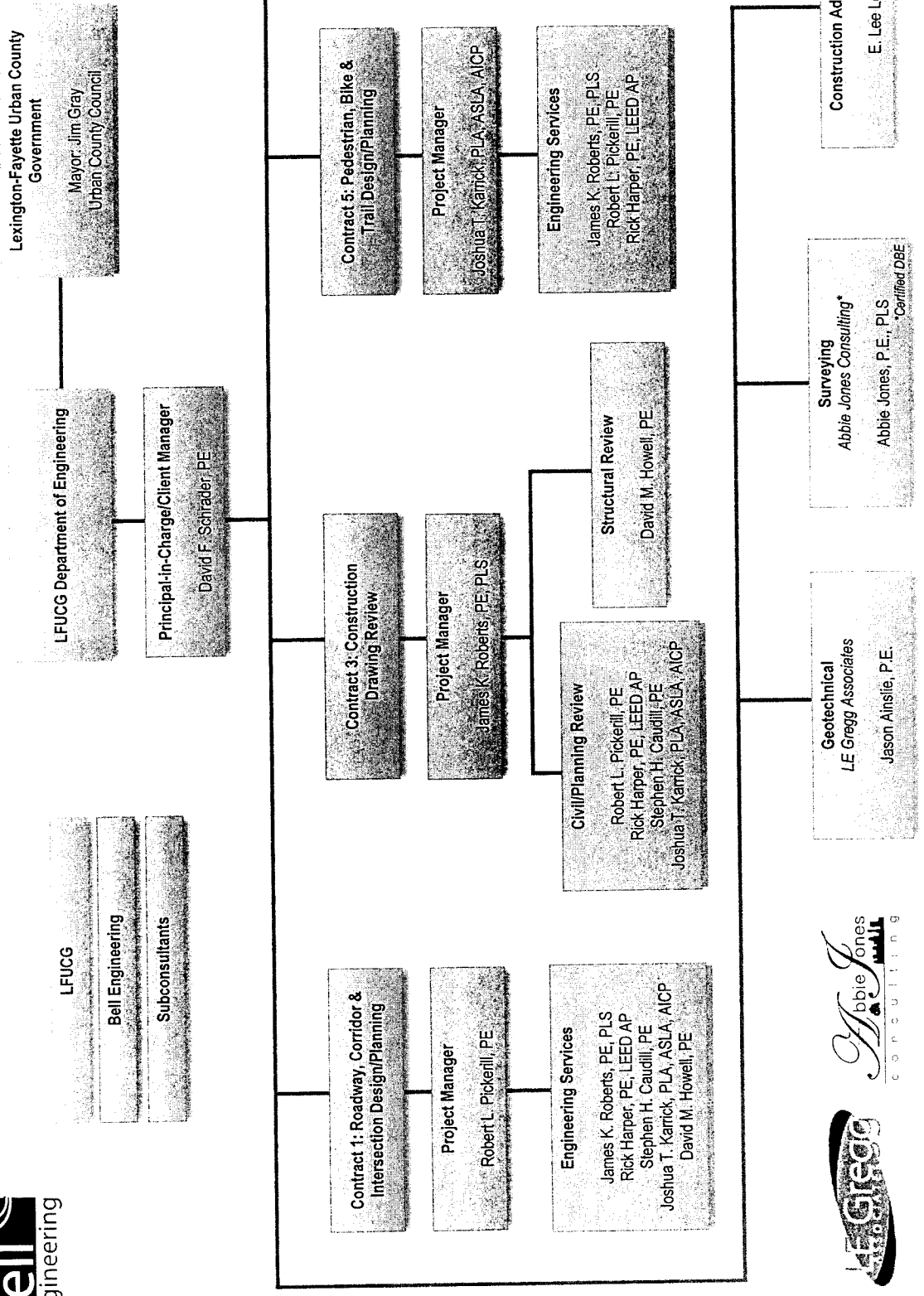
planning gives the Bell team the needed resources to complete these projects. Bell is **KYTC prequalified in bikeway planning** and our staff includes a certified planner with **more than 30 miles of trail planning and design experience** along with the completion of several multi-use trail feasibility studies. We are **currently completing a number of TEA-21, Safe Routes to School and bike and trail projects**.

**Contract 8: Construction Inspection** – Bell Engineering's **in-field experience with construction management and inspection** has honed our ability to **understand and anticipate common problems** that occur during construction. We have provided inspection for thousands of wide ranging construction projects. Our personnel are familiar with construction techniques and the numerous variables encountered during a project that can affect the final product. By **providing both observation of the Contractor's work and checking the materials being utilized**, Bell provides the Owner further protection against defects and deficiencies in the project.



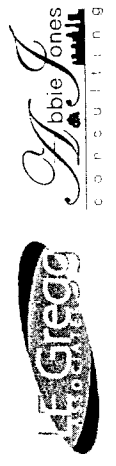
LFUCG DOE Professional Engineering Services

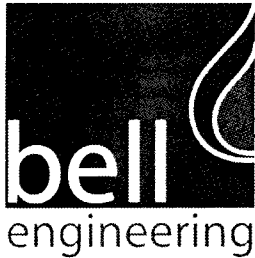
Section 2  
Project Team



LFUCG  
Bell Engineering  
Subconsultants

Lexington-Fayette Urban County Government  
Mayor: Jim Gray  
Urban County Council





Robert L. Pickerill, PE  
Project Manager – Contract 1; Engineering/Review Services – Contracts 3 & 5  
Lexington/Hopkinsville, KY

**EDUCATION**

B.S. Civil Engineering  
Technology, Western  
Kentucky University

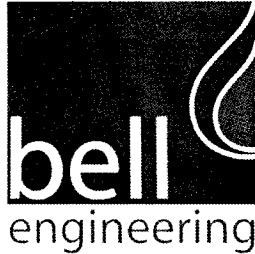
**REGISTRATIONS**

Professional Engineer,  
KY – 15052

Mr. Pickerill has 36 years of industry experience including a **strong background in project management and quality control in construction activities**. He has overseen all phases of projects including **review of construction drawings and development plans for compliance**. Additionally, he has extensive **roadway planning and design experience** and has also been involved with a number of **pedestrian and bike projects** including TEA-21 and Safe Routes to School projects.

**Relevant Experience**

- Project manager for MSU Drive Extension including the design of 1045 L.F. of new 2-lane road with turn lane, curb and gutter – Hopkinsville, KY
- Project manager for Country Club Lane Extension including reconstruction of approximately 550 L.F. of existing roadway, curb and gutter, storm drainage and utility relocation – Hopkinsville, KY
- Project manager for Quintin Court Widening including the widening of approximately 950 L.F. of 2-lane road in Industrial Park into a 3-lane road – Hopkinsville, KY
- Project manager for Sheffield Downs Subdivision including 4,500 L.F. of roadway including curb, gutter & sidewalks – Hopkinsville, KY
- Project manager for Westbrooke Subdivision including 3,700 L.F. of roadway – Pembroke, KY
- Project manager for Sorrell Lane including 1,700 L.F. of roadway – Hopkinsville, KY
- Project manager for McGowan Way including 2,000 L.F. of roadway and widening of existing roadway – Hopkinsville, KY
- Project manager for Lover's Lane and Mount Zoar Road widening and Pyle Lane Curve realignment projects – Hopkinsville, KY
- Project manager for entrance road to Trail of Tears Park – Hopkinsville, KY
- Project manager for 6<sup>th</sup> Street TEA-21 which reconstructed 6<sup>th</sup> Street including relocation of overhead utilities underground, new decorative intersection at 6<sup>th</sup> and Main Streets, sidewalk replacement, new lighting, reversal of traffic flow and drainage improvements – Hopkinsville, KY
- Project manager for UK/Nicholasville Road Project which includes pervious pavement and pedestrian and bikeway facilities – University of Kentucky; Lexington, KY
- Project manager for North Drive Safe Routes to School project which included .6 miles of new sidewalks and evaluation and design of corrections to drainage issues along adjacent ditch line – Hopkinsville, KY
- Project engineer for Hartford TEA-21 project which includes 2,930 L.F. of concrete sidewalk replacement – Hartford, KY
- Project engineer for Uniontown Safe Routes to School project which includes 2,443 L.F. of concrete sidewalk replacement – Uniontown, KY



James K. Roberts, PE, PLS  
Project Manager – Contract 3; Engineering/Review Services – Contracts 1 & 5  
Lexington, KY

**EDUCATION**

B.S. Civil Engineering,  
University of Kentucky;  
Value Engineering  
Workshop Training;  
CAD Production  
Technology &  
Workshop

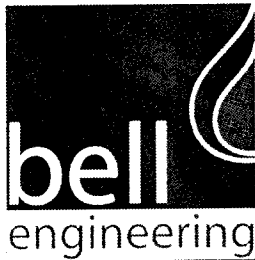
**REGISTRATIONS**

Professional Engineer,  
KY – 15736  
Professional Engineer,  
WV – 13391  
Land Surveyor, KY –  
3010  
Land Surveyor, WV –  
1400

Mr. Roberts is a **Principal in the firm** and serves as Executive Vice President and Director of Engineering Operations at Bell Engineering. He brings over **36 years of industry experience** to our team. He serves as our **in-house quality assurance coordinator** on most projects providing review of plans for compliance and accuracy. Mr. Roberts also has experience on a variety of roadway and pedestrian planning and design projects.

**Relevant Experience**

- Quality assurance for WWTP expansion to 1.4 mgd utilizing UV disinfection – Monticello, KY
- Quality assurance for WWTP expansion including the decommissioning of various old structures – Red River Wastewater Authority; Stanton, KY
- Quality assurance for design of effluent parshall flume, chlorination basin, post-aeration steps and effluent discharge pipe at Town Branch WWTP – LFUCG; Lexington, KY
- Provided site assessment, design assistance and quality control reviews for pump station, distribution line, tank and water loading station for slag field dust control – Appalachian Electric Power (AEP), Ohio
- Quality assurance for Robert R. Martin Bypass Water Main Extension project including 16-, 20- and 24-inch ductile iron transmission main and 410 L.F. of 30-inch bore and case – Richmond, KY
- Quality assurance for Duncannon Lane Transmission Main Relocation project including the relocation of approximately 3,000 L.F. of 16-inch transmission main – Richmond, KY
- Quality assurance for water treatment plant upgrade to 16 mgd membrane filtration plant including raw water intake & transmission main upgrades (\$20,500,000) – Somerset, KY
- Quality assurance for water treatment plant expansion to 6 mgd including raw water intake & transmission main upgrades – Monticello, KY
- Project manager and surveyor for Russell Safe Routes to School Project including 9,858 L.F. of sidewalk, surveying, curb and gutter layout and easement preparation for seven parcels along Kenwood Drive and KY 750 – Russell, KY
- Quality assurance for North Drive Safe Routes to School project including .6 miles of new sidewalks and evaluation and design of corrections to drainage issues along adjacent ditch line – Hopkinsville, KY
- Project manager for Riggs Street Renewal Project street, curb and sidewalk replacement – Falmouth, KY
- Project engineer and surveyor for Barker Boat Launch & Access Road project which was the development of site facilities for a four-lane boat launch and 270-car/trailer parking area including horizontal and vertical control, topographical, access roadway design, site grading, storm drainage design and utility design – Yatesville Lake
- Project manager and engineer for street widening, sidewalk, curb & gutter improvements – Falmouth, KY
- Project manager for US 60 Widening and utility relocation – Mt. Sterling, KY



Joshua T. Karrick, PLA, ASLA, AICP  
Project Manager – Contract 5; Design/Review Services – Contracts 1 & 3  
Lexington, KY

**EDUCATION**

B.S. Landscape  
Architecture, University  
of Kentucky

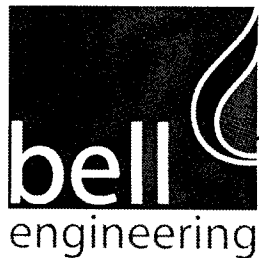
**REGISTRATIONS**

Registered Landscape  
Architect, KY – 679;  
American Institute of  
Certified Planners –  
023764

Mr. Karrick brings **15 years of experience** in Landscape Architecture and Planning to Bell Engineering. He has a strong background in project development and specializes in stormwater management, master planning, urban design, parks and recreation, streetscapes, **sidewalks, bikeways and trails**, green design and community planning. He has served as project manager, planner and designer for **more than 30 miles of trails** in Kentucky. He will also provide review services for DOE compliance on applicable projects.

**Relevant Experience**

- Project planner, designer & landscape architect for UK/Nicholasville Road Flood Mitigation Project which includes a shared-use trail – University of Kentucky; Lexington, KY
- Project manager for University Drive Bike Lanes including the widening of University Drive to install 6 foot wide bike lanes providing connectivity between the campus bikeway system – UK; Lexington, KY
- Project manager for UK Arboretum Trail Project which builds a bike trail through the Arboretum connecting the campus bikeway system and LFUCG's bikeway system – UK; Lexington, KY
- Project manager for Greensburg Greenway Belt Project which will link the existing Green River Paddle Trail to Downtown Greensburg – Greensburg, KY
- Project director for Town Branch Trail Master Plan which created a 4 mile shared-use trail along the Town Branch Creek corridor linking suburban neighborhoods with downtown – LFUCG; Lexington, KY
- Project manager and designer for South Elkhorn Trail Section 3 which created a .5 mile multi-use trail along Norfolk/Southern Rail Right-of-Way (\$450,000) – LFUCG; Lexington, KY
- Project manager for Veteran's Park Mountain Bike Trail which created a 2 mile mountain bike trail system, parking and circulation and natural landscaping and plantings – LFUCG; Lexington, KY
- Project manager and designer for Liberty Crossing Trail which included two pedestrian bridges, planning & site design, park & trail design, amenity & thematic design, vehicular & pedestrian improvements, utility improvements and streetscape enhancement – LFUCG; Lexington, KY
- Project manager and bikeway planner for West Hickman Trail connecting a local park and school to on-street bikeway system and a multi-use trail with 2 pedestrian bridges – LFUCG; Lexington, KY
- Project designer for South Limestone Multimodal Transportation Study which included design assistance with streetscape, bike and pedestrian improvements for the South Limestone corridor from Euclid Avenue south to Cooper Drive – Lexington-Fayette County Urban Government; Lexington, KY
- Project designer for Gainesway Pond Restoration & Trail Project which included educational trail project, water quality BMP design, educational signage & design and educational walking trail and boardwalk over the pond and wetlands – LFUCG; Lexington, KY
- Landscape Architect for Cigar Lane Project including Phase I and II roadway design for the 1 mile Cigar Lane to serve the 2010 FEI World Equestrian Games through improved pedestrian safety, improved traffic flow through widening and installation of a one-lane roundabout (\$2,300,000) – Kentucky Horse Park; Lexington, KY



Stephen H. Caudill, PE  
Project Manager – Contract 8; Engineering/Review Services – Contracts 1 & 3  
Lexington, KY

**EDUCATION**

B.S. Civil Engineering,  
University of Kentucky

**REGISTRATIONS**

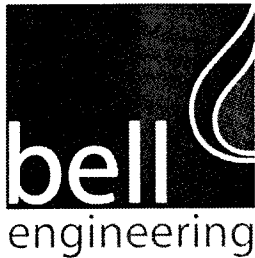
Professional Engineer,  
KY – 19888;  
Professional Engineer,  
OH - 76051

Mr. Caudill has **21 years of experience** overseeing a variety of water, wastewater, stormwater and development projects. He is a **Principal in the firm** and his primary responsibilities include preparation of project plans and specifications and **oversight Resident Project Representative (RPR)** or Construction Inspection Services. He will coordinate and manage all construction inspection projects and provide engineering and review services for roadway design and manual compliance review.

**Relevant Experience**

- Project engineer and site inspection for National Guard Training Facility including construction of buildings at 7 unique locations, a half mile running track, 91,500 sf helipad, grade and drain, final surfaces, site utilities and expansion of storm sewer collection and conveyance system – Greenville, KY
- Project engineer and site inspection for 35,000 sf technical school including grade and drain, final surfaces, site utilities and storm sewer collection system and detention pond – Danville, KY
- Project engineer for 123-acre Saddlecreek Estates residential subdivision including utility layout and roadway/drainage design – Lexington, KY
- Prepared detailed cost estimates, phasing diagrams and exhibits of the lot/utility alignments for a proposed commercial/residential development – Jenkins, KY
- Prepared detailed cost estimates of costs to serve a proposed golf and hotel complex including detailed material handling plans and alignments for roadways & utilities – Carr Fork Lake
- Project engineer for 60-acre Commercial/Industrial Development including 130,000 cy of earthwork, sanitary and storm sewer, 2,850 L.F. of roadway and 3 detention/water quality basins – Lexington, KY
- Prepared plans and specifications for new high service pump facility at WTP – Richmond, KY
- Principal-In-Charge and project manager for Camp Branch, Sandlick, KY 7 & Little Dry Fork Project including 200,375 L.F. of water line, water storage tank & booster pump station – Letcher Co., KY
- Principal-In-Charge and project manager for Isom-Jeremiah Phase II Water Improvements Project including 148,149 L.F. of water line, water storage tank and booster pump station – Letcher County, KY
- Principal-In-Charge and project manager for Whitco and Dry Fork Project including 13,846 L.F. of water line, one booster pump station and one water storage tank – Letcher County, KY
- Principal-In-Charge and project manager for Phylben Village Sanitary Sewer project including 8-inch gravity sewer, 6-inch force main and one new pump station. A new magmeter vault was constructed and SCADA was also implemented to provide monitoring and control of the wastewater system – Danville, KY
- Principal-In-Charge and project manager for Balls Branch Sanitary Sewer Interceptor Project including 8-, 10- and 21-inch gravity sewer, 8- and 12-inch force main, the decommissioning of 3 poorly performing pump stations, the upgrade of 1 pump station and construction of 1 new pump station – Danville, KY
- Project manager for KY 111 and US 60 Sanitary Sewer Project including a combination low pressure system and gravity sewer system and 1 pump station – Owingsville, KY





Thomas F. (Rick) Harper, PE, LEED AP  
Engineering/Review Services – Contracts 1, 3 & 5  
Hopkinsville, KY

**EDUCATION**

B.S. Civil Engineering,  
University of Kentucky

**REGISTRATIONS**

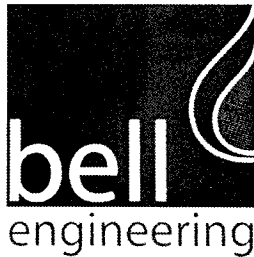
Professional Engineer,  
KY – 17315

Mr. Harper has **27 years of industry experience** including a strong background in commercial, municipal, industrial and institutional site development projects. Mr. Harper is responsible for engineering design and project management activities including **grading and drainage**, stormwater management, **erosion and sediment control**, site layout, **parking and traffic control**, **pedestrian access**, and **construction details**. In addition to his site development design experience, Mr. Harper's experience includes sanitary sewer main extension and pump station design, water main extensions, flood encroachment studies for permitting and channel design, and **road and street design**.

**Relevant Experience**

- Project engineer for Boone County Public Safety Complex including site development for the 60-acre tract with .5 miles of new road, parallel sidewalks and bike trails – Boone Co. Fiscal Court; Burlington, KY
- Project engineer for Christian County Justice Center including site re-development of 3.5 acre parcel bordered by city streets and the North Fork of the Little River. Project included parking, new and replacement sidewalks and pedestrian plaza – Christian Co. Fiscal Court, Hopkinsville, KY
- Project engineer for Todd County Justice Center including site re-development for a 2-acre site. Project included parking for 100 vehicles, sidewalks and pedestrian plaza, prisoner delivery access, secured parking and deliveries access. Sidewalks along the front of the property were replaced and overhead utilities were relocated underground – Todd County Fiscal Court; Elkton, KY
- Project engineer for Hopkins County Justice Center including site re-development for a 3-acre site. Project included parking for vehicles, sidewalks and pedestrian plaza and replacement of all street-side sidewalks along the perimeter of the site – Hopkins County Fiscal Court; Madisonville, KY
- Project engineer and manager for Howell Street Drainage Improvement project that included the installation of 1,000 linear feet of 24" storm culvert, drainage inlet structures, stone segmental retaining walls and new sidewalk – Hopkinsville, KY
- Project engineer and manager for Andrews AFB Administration Building Anti-Terrorism/Force Project. Included reconfiguring 800+ stall parking lot with force protection barriers and access control; access routes for delivery and emergency vehicles. Pedestrian access provided through openings and plaza style sidewalks, including stamped concrete. – US Army Corps of Engineers; Joint Base Andrews, MD
- Project engineer for Access Road for Universal Fasteners including site development for new industrial site and 0.65 miles of new access road – Gray Company; Centerville, TN
- Project engineer for Turn Lanes for Crofton Elementary School including site development for new school facility and 1120 feet of turn lane – Christian County Public Schools; Crofton, KY
- Project engineer for Turn Lanes for MLK Jr Elementary School including 30 acre site development for new school facility and two 600 feet left turn lanes – Christian County Public Schools; Hopkinsville, KY
- Project engineer for Turn Lanes for South Livingston Elementary School including site development for new school facility and 1400 feet of turn lane - Livingston County Public Schools; Smithland, KY
- Project engineer for Turn Lanes for Trigg County Elementary School including site development for school addition and 500 feet of turn lane - Trigg County Public Schools; Cadiz, KY





David M. Howell, PE  
Engineering/Review Services – Contracts 1 & 3  
Hopkinsville, KY

**EDUCATION**

B.S. Civil Engineering,  
University of Kentucky;  
M.S. Civil Engineering,  
University of Kentucky

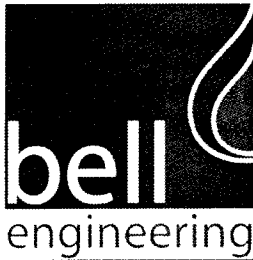
**REGISTRATIONS**

Professional Engineer,  
KY – 29100

Mr. Howell graduated from the University of Kentucky College of Engineering in May 2008 and joined Bell Engineering's team in July 2008. He worked in our Lexington office while completing his Master of Science in Civil Engineering. Upon completion of his studies, he moved back to his hometown and joined our Hopkinsville office. Mr. Howell has experience with the **design of structural components** for water and wastewater treatment plants and other miscellaneous structures, performing hydraulic analyses, water line and tank inspections, preparing cost estimates, designing water lines, **sidewalks** and stormwater systems and assisting with surveying.

**Relevant Experience**

- Project manager for Uniontown Safe Routes to School project which includes 2,443 L.F. of concrete sidewalk replacement – Uniontown, KY
- Project manager for Hartford TEA-21 project which includes 2,930 L.F. of concrete sidewalk replacement – Hartford, KY
- Project engineer for Hopkinsville Municipal Building project which includes the design of a new parking lot, sidewalks, site utilities and site grading – Hopkinsville, KY
- Project engineer for MSU Drive Extension including the design of 1045 L.F. of new 2-lane road with turn lane, curb and gutter – Hopkinsville, KY
- Project engineer for Country Club Lane Extension including reconstruction of approximately 550 L.F. of existing roadway, curb and gutter, storm drainage and utility relocation – Hopkinsville, KY
- Project engineer for Quintin Court Widening including the widening of approximately 950 L.F. of 2-lane road in Industrial Park into a 3-lane road (\$147,050) – Hopkinsville, KY
- Structural design engineer for Monticello Wastewater Treatment Plant Upgrade – Monticello, KY
- Structural design engineer for Greensburg Water Treatment Plant – Greensburg, KY
- Assisted with structural inspection of three structures for the City – Winchester, KY
- Assisted with structural inspection of Water Treatment Plant – Beech Fork, KY
- Structural design engineer for Water Treatment Plant Expansion – Beech Fork, KY
- Project engineer for site/space planning of Griffen Gate Center I retail development – Hopkinsville, KY
- Project engineer for site/space planning of Griffen Gate Center II retail development – Hopkinsville, KY
- Project engineer for 11<sup>th</sup> Street Retaining Wall project including replacement of 400 L.F. of collapsed concrete block retaining wall with stacked interlocking masonry units – Hopkinsville, KY
- Project manager and lead designer for construction of reinforced concrete barrier wall – Monticello, KY



E. Lee Lowe  
Construction Inspection Services – Contract 8  
Lexington, KY

**EDUCATION**

B.A. Arts, Ashland  
Community College;  
B.A. Mechanical  
Drafting, Ashland State  
Vo-Tech School;  
Effective Construction  
Contract & Field  
Administration,  
University of  
Wisconsin-Madison

**ASSOCIATIONS**

Kentucky Association  
of Professional  
Surveyors

Mr. Lowe has **24 years of experience** and serves as Construction Manager at Bell Engineering. He handles construction administration duties from the bidding phase through project closeout and he **works closely with the project owner and resident project representative** to ensure a quality project that meets the needs of our clients. Mr. Lowe has experience as a design draftsman as well as a designer/planner and has worked on a **wide variety of multi-million dollar projects** in the water, wastewater and stormwater areas.

**Relevant Experience**

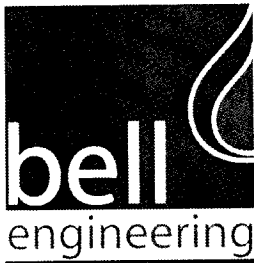
- Construction manager for Somerset Water Treatment Plant Upgrade – Somerset, KY
- Construction manager for College Hill Water Treatment Plant Upgrade (\$12,600,000) – Richmond, KY
- Construction manager for Raw Water Intake and Pump Station (\$5,900,000) – Richmond, KY
- Construction manager for Madisonville Water Treatment Plant Upgrade (\$12,000,000) – Madisonville, KY
- Construction manager for Water System Improvements Project including ground storage tank, booster pump station and telemetry – Stanton, KY
- Construction manager for High Street/Harrisburg Avenue Water Line Replacement Project – Owingsville, KY
- Construction manager for Robert R. Martin Bypass Water Line Extension Phase I and II – Richmond Utilities Board; Richmond, KY
- Construction manager for Phylben Village Sanitary Sewer project (\$2,000,000) – Danville, KY
- Construction manager for new Balls Branch Sanitary Sewer Interceptor project (\$4,000,000) – Danville, KY
- Construction manager for new Balls Branch Pump Station project (\$539,687) – Danville, KY
- Construction manager for the Williams Street Pump Station project – Somerset, KY
- Construction manager for the design of the Race Street Pump Station – Somerset, KY
- Construction manager for Griffin Gate #2 Pump Station Replacement – Lexington-Fayette Urban County Government; Lexington, KY
- Construction manager for the KY 111 and US 60 Sanitary Sewer Extensions Project – Owingsville, KY

Mike Gregory  
Construction Inspection Services – Contract 8  
Lexington, KY

Mr. Gregory came to Bell Engineering in 2005 with more than **25 years of experience in the construction industry**. Since joining our firm, he has **worked as a construction inspector on a variety of projects**. He has experience in water and wastewater projects including line extensions, utility relocations and plant projects. Mr. Gregory is also capable of preparing/reviewing record drawings.

**Relevant Experience**

- Construction of a new \$5.9 million raw water intake facility and pumping station for the Richmond Utilities Board; Richmond, Kentucky
- Construction of a \$8 million water treatment plant expansion for Berea Municipal Utilities; Berea, Kentucky
- Construction of the Tates Creek Road utility relocation project in excess of \$3 million for the Richmond Utilities Board, Richmond, Kentucky
- Construction of the South US 27 Area Sanitary Sewer Project for the City of Somerset, Kentucky
- Construction of the Milestone utility relocation for the Letcher County Water and Sewer District; Letcher County, Kentucky
- Construction of the \$2 million Phylben Village-Airport Road Sewer Project for the City of Danville, Kentucky
- Construction of the \$20 million Somerset water treatment plant upgrade to 16 mgd membrane filtration plant including raw water intake & transmission main upgrades for the City of Somerset, Kentucky
- Construction of the \$3 million Midtown Sanitary Sewer Upgrade including the replacement of approximately 12,400 l.f. of trunk sewer and installation of VFD's at the Sinking Creek Wastewater Treatment Plant for the City of Somerset, Kentucky

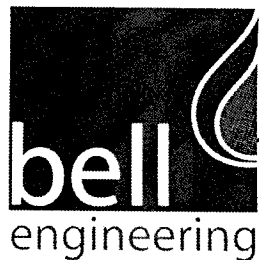


Gary Staton  
Construction Inspection Services – Contract 8  
Lexington, KY

Mr. Staton has more than **30 years of experience in the construction industry**, serving as both a contractor and as resident project representative. Since joining our firm, he has **worked as a construction inspector on a variety of projects**. Mr. Staton has outstanding knowledge and understanding of construction techniques and procedures. He has experience in water and wastewater projects including line extensions, utility relocations and plant projects. He is also capable of preparing/reviewing record drawings.

**Relevant Experience**

- Construction of Red River Regional Wastewater Treatment Facility for Red River Wastewater Authority
- Construction of Louisa-Sandy Hook Road Sanitary Sewer Utility Relocation for Lawrence County Fiscal Court
- Construction of KY 111 and US 60 Sanitary Sewer Extensions Project for City of Owingsville, Kentucky
- Construction of \$5 million addition to the Stratton Building for Eastern Kentucky University in Richmond, Kentucky
- Construction of High Street/Harrisburg Avenue Water Line Replacement Project for City of Owingsville, Kentucky
- Construction of \$3 million Medical Center in Mt. Sterling, Kentucky
- Construction of Hinkston Creek Wastewater Treatment Plant in Mt. Sterling, Kentucky
- Construction of Jackson Water Treatment Plant in Breathitt County
- Construction of Duncannon Lane Utility Relocation in Richmond, Kentucky
- Construction of Strodes Creek Wastewater Treatment Plant in Winchester, Kentucky
- Construction of Otter Creek Wastewater Treatment Plant in Richmond, Kentucky
- Construction of waterline and tank in Irvine, Kentucky
- Construction of Irvine Wastewater Treatment Plant in Estill County



**Contract 1: Roadway, Corridor & Intersection Design/Planning**

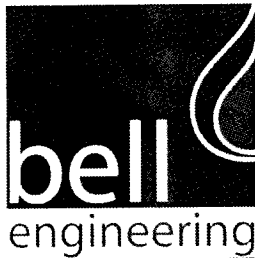
Bell Engineering is KYTC prequalified in rural and urban roadway design and we are currently involved in urban, commercial, industrial and residential roadway projects. We have provided engineering services on many projects similar to those that will be awarded through **Contract 1: Roadway, Corridor & Intersection Design/Planning**; making our team qualified to provide these services to LFUCG. The following table includes a list of clients and projects with contact information.

Client/Project Name	Contact Information
<b>LFUCG</b> - Harrodsburg Road Corridor Study** - Lexington Distillery District Master Plan* - South Limestone Multimodal Transportation Study*	<b>*Contact Name:</b> Paul Schoninger <b>Title:</b> Project Analyst <b>Phone:</b> 859/258-3208 <b>Email:</b> paulas@lexingtonky.gov
<b>University of Kentucky</b> - UK/Nicholasville Road Flood Mitigation Project - University Drive Bike Lanes Project	<b>Contact Name:</b> Keith Ingram <b>Title:</b> Project Manager <b>Phone:</b> 859/257-5911 ext. 237 <b>Email:</b> kingram@email.uky.edu
<b>Hopkinsville, Kentucky</b> - 6 <sup>th</sup> Street TEA-21 - Country Club Lane Extension - Sheffield Downs Subdivision - Westbrooke Subdivision - MSU Drive Extension - Quintin Court Widening - Sorrell Lane - McGowan Way - Lover's Lane Widening - Pyle Lane Curve Realignment - Mount Zoar Road Widening - Trail of Tears Park Entrance Road	<b>Contact Name:</b> Steven R. Bourne <b>Title:</b> Director <b>Phone:</b> 270/887-4285 <b>Email:</b> sbourne@comdev-services.com
<b>LaGrange, Kentucky</b> - LaGrange Transportation & Traffic Study*	<b>N/A</b>
<b>Kentucky Horse Park</b> - Cigar Lane*	<b>N/A</b>

*\*Projects completed by Mr. Karrick prior to joining the Bell Engineering team.*

Bell Engineering provides the expertise needed to **plan, design and construct roadway and transportation networks** as either standalone projects or as an integrated part of a larger concept. From the **design of the first concrete streets in Lexington in the 1920's** to the use of pervious pavement in today's design, Bell continues to implement state-of-the-art street and roadway construction techniques.

**The following project matrix outlines select roadway, corridor & intersection projects.**

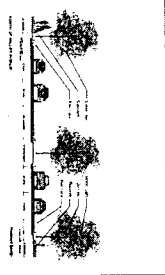






Contract 3: Construction Drawings Review







Bell Engineering is qualified to perform services under **Contract 3: Construction Drawings Review** because every project completed at Bell includes **review of construction drawings for accuracy and compliance with applicable manuals, ordinances and regulations**. We are further qualified to provide services on this contract because we are **familiar with LFUCG's requirements** through work on a variety of pump station, stormwater and other projects we are working on or have recently completed for LFUCG. The following table includes a list of clients and projects with contact information.

Client/Project Name	Contact Information
<b>LFUCG</b> - Blue Sky Pump Station & Force Main - Griffin Gate Pump Station - Wolf Run Sewer Rehab - Cardinal Lane Stormwater Improvements - Cephas Way Flume Repair Project	<b>Contact Name:</b> Steve Farmer, PE <b>Title:</b> Project Manager <b>Phone:</b> 859/425-2404 <b>Email:</b> sfarmer@lexingtonky.gov
<b>University of Kentucky</b> - UK/Nicholasville Road Flood Mitigation Project - UK South Campus Parking Lot - University Drive Bike Lanes Project - Arboretum Bike Trail Project	<b>Contact Name:</b> Keith Ingram <b>Title:</b> Project Manager <b>Phone:</b> 859/257-5911 ext. 237 <b>Email:</b> kingram@email.uky.edu
<b>Winchester, Kentucky</b> - Raw Water Intake & Transmission Main Project	<b>Contact Name:</b> Mike Flynn <b>Title:</b> General Manager <b>Phone:</b> 859/744-5434 <b>Email:</b> mike@wmutilities.com
<b>Somerset, Kentucky</b> - Somerset Water Treatment Plant Upgrade - Somerset Raw Water Intake - Stigall Drive Pump Station - Midtown Sanitary Sewer Upgrade	<b>Contact Name:</b> Charles Dick <b>Title:</b> General Manager <b>Phone:</b> 859/257-5911 ext. 237 <b>Email:</b> cdick@cityofsomerset.com
<b>Richmond, Kentucky</b> - Robert R. Martin Bypass Water Main Extension - Side Storage Tanks Project - College Hill Water Treatment Plant Upgrade	<b>Contact Name:</b> Scott Althausen <b>Title:</b> General Manager <b>Phone:</b> 859/623-2323 <b>Email:</b> salthausen@richmondutilities.com
<b>Danville, Kentucky</b> - Phylben Village Sanitary Sewer Project - Balls Branch Pump Station - York Lane Pump Station	<b>Contact Name:</b> Earl Coffey <b>Title:</b> City Engineer <b>Phone:</b> 859/238-1200 <b>Email:</b> ecoffey@danvilleky.org
<b>Hopkinsville, Kentucky</b> - MSU Drive Extension - Pyle Lane Curve Realignment - 6 <sup>th</sup> Street TEA-21 - North Drive Safe Routes to School - Hopkinsville Municipal Building - Stormwater Management Plan Review	<b>Contact Name:</b> Steven R. Bourne <b>Title:</b> Director <b>Phone:</b> 270/887-4285 <b>Email:</b> sbourne@comdev-services.com

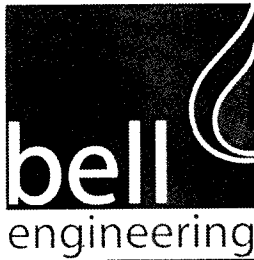
The following project matrix outlines select projects for which our staff has performed or will complete review of construction drawings.

Project Name/Client		Description	Services Provided	Project Team			
				Robert L. Pickernil, PE	Joshua T. Karrick, PLA, ASLA, AICP	James K. Roberts, PE, PLS	Rick Harper, PE, LEED AP
	<p>Harrodsburg Road Corridor Study*</p> <p>LFUCG</p> <p>Completed: 2009</p> <p>Construction Cost: N/A</p>	<p>This project included planning efforts for the creation of a corridor plan for a 6.7 mile section of Harrodsburg Road from Main Street to Military Pike. The project focused on developing standards and recommendations for landscaping, rain gardens, vegetative swales, sidewalks, bike lanes, bus stops, signage and places for public art. The planning process included the formation of an advisory committee and public meetings to foster input and support for the project.</p>	<ul style="list-style-type: none"> <li>• Planning</li> </ul>	✓			
	<p>UK/Nicholasville Road Flood Mitigation Project</p> <p>University of Kentucky</p> <p>Completed: Construction Spring 2014</p> <p>Estimated Construction Cost: \$12,000,000</p>	<p>This project includes a number of water quantity and quality control measures to be implemented in the Nicholasville Road area adjacent to Commonwealth Stadium. Pervious pavement and ground detention are proposed in the Blue Lot for stormwater detention, a variety of utility relocations along Shawneeetown Drive and Alumni Drive will take place. Shawneeetown Drive will be permanently removed and upgrades will be made at the upstream side of the culvert on Nicholasville Road. The project is incorporating the realignment of Alumni Drive and possible additions of two roundabouts. When completed, the project is expected to serve a dual purpose as a passive park with a 900 ft. shared-use asphalt trail and two viewing areas overlooking the relocated stream, while including concealed stormwater management attributes that will not be easily discernible.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Funding Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Resident Project Representation</li> </ul>	✓	✓	✓	✓
	<p>University Drive Bike Lanes</p> <p>University of Kentucky</p> <p>Completed: 2013</p> <p>Construction Cost: \$115,680</p>	<p>This project involved the widening of approximately 700 linear foot of University Drive from the Alumni Drive intersection towards Cooper Drive to install 6 foot wide bike lanes. The project is significant because it connects three previously disconnected sections of the campus bikeway system.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> </ul>	✓	✓	✓	✓
	<p>6th Street TEA-21</p> <p>City of Hopkinsville</p> <p>Completed: 2010</p> <p>Construction Cost: \$299,267</p>	<p>This project included reconstruction of Hopkinsville's 6th Street. Overhead utilities were converted to underground and a new decorative intersection was designed at 6th and Main Street. The 6th Street sidewalk was replaced in several locations and new street lighting was installed. In order to preserve the historic street bricks, they were removed and reused at the courthouse. Traffic flow on 6th Street was also reversed to enhance views of the courthouse and significant drainage improvements were made throughout the project area.</p> <p>The project was funded through the Kentucky Transportation Cabinet's TEA-21 grant program. Bell worked closely with staff at the Kentucky Transportation Cabinet during design, permitting and construction.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Funding Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> </ul>	✓	✓	✓	
	<p>Cigar Lane*</p> <p>Kentucky Horse Park</p> <p>Completed: 2009</p> <p>Budget: \$2,300,000</p>	<p>This project included Phase I and II roadway design for improvements to a 1-mile long section of Cigar Lane in preparation for the 2010 FEI World Equestrian Games. The roadway provided improved safety and access to the new indoor arena through widening Cigar Lane to a three-lane urban section consisting of two 12-foot lanes with one 12-foot center turn lane. Special care was taken to preserve mature sycamore trees within the project area. Also included was a one-lane roundabout at the park entrance with an interior green.</p>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Design</li> <li>• Permitting</li> </ul>	✓			

\*Projects completed by Mr. Karrick prior to joining the Bell Engineering team.

Project Name/Client		Description	Services Provided	James K. Roberts, PE, PLS	Robert L. Pickerill, PE	Stephen H. Caudill, PE	Joshua T. Karnick, PLA, ASLA, AICP	David M. Howell, PE
	Blue Sky Pump Station & Force Main LFUCG Completed: In Construction Estimated Construction Cost: \$1,600,000	This project included identification of three alternatives to serve the Blue Sky RAC. The first alternative was to serve the existing Blue Sky & Bounsetboro Manor WWTP flows only. The second alternative includes the existing flows at both WWTPs and underdeveloped and vacant land within the Blue Sky RAC. The third alternative would include all of the flows from the second alternative, however, the Bounsetboro Manor flows would be conveyed back to the Blue Sky Pump Station via a new gravity sewer. Bell Engineering worked with LFUCG to determine which alternative best suited LFUCG's needs and it was determined that an 800 gpm pump station at the Blue Sky WWTP site and a 10-inch force main would be built to accommodate the existing flows at the Bounsetboro Manor WWTP and currently zoned properties.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Construction Drawing Review</li> <li>• RPR</li> </ul>	✓		✓		
	Griffin Gate Pump Station Replacement LFUCG Completed: 2011 Construction Cost: \$175,000	The Lexington Fayette Urban County Government (LFUCG) entered into a Federal Consent Decree that identified sanitary sewer overflows and developed capital improvements that will alleviate future overflows of sanitary sewage into the waters of the Commonwealth. One of the projects identified in the Consent Decree was the replacement of a sanitary sewer pump station on Newtown Pike that has a history of overflowing sewage during high rain events. This project involved the construction of dual pre-cast concrete wetwells with one submersible pump in each wetwell. The capacity of the lift station was increased from 80 gallons per minute (gpm) to 150 gpm. Once the lift station was installed, the existing lift station was demolished below grade and abandoned.	<ul style="list-style-type: none"> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Construction Drawing Review</li> <li>• RPR</li> </ul>	✓				
	Cardinal Lane Stormwater Improvements LFUCG Completed: Fall 2014 Construction Cost: TBD	Bell Engineering evaluated and is currently implementing a design solution for mitigation of street flooding and erosion through stormwater infrastructure improvements in the Cardinal Lane Area. The project will include installation of new curb inlets and drainage piping at the intersection of Laramie Drive and Tusa Drive. Improvements will also be constructed along an existing drainage ditch through regrading and the installation of a concrete trickle channel. The final improvement will include streambank stabilization through the installation of a modular retaining wall system near Sheridan Drive.	<ul style="list-style-type: none"> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Construction Drawing Review</li> <li>• RPR</li> </ul>		✓	✓	✓	✓
	Cephas Way Flume Repair Project LFUCG Completed: Fall 2014 Construction Cost: TBD	Bell Engineering is currently implementing a design solution for the mitigation of erosion along an existing concrete flume near Cephas Way. The project will evaluate three alternatives for the repair work. Bell will work with LFUCG to develop the preferred option.	<ul style="list-style-type: none"> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Construction Drawing Review</li> <li>• RPR</li> </ul>		✓	✓	✓	✓
	UKNicholasville Road Flood Mitigation Project University of Kentucky Completed: Construction Spring 2014 Estimated Construction Cost: \$12,000,000	This project includes a number of water quantity and quality control measures to be implemented in the Nicholasville Road area adjacent to Commonwealth Stadium. PerVIOUS pavement and ground detention are proposed in the Blue Lot for stormwater detention, a variety of utility relocations along Shawneetown Drive and Alumni Drive will take place. Shawneetown Drive will be permanently removed and upgrades will be made at the upstream side of the culvert on Nicholasville Road. When completed, the project is expected to serve a dual purpose as a passive park with a 900 ft. shared-use asphalt trail and two viewing areas overlooking the relocated stream while including concealed stormwater management attributes that will not be easily discernible.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Funding Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Construction Drawing Review</li> <li>• RPR</li> </ul>		✓	✓	✓	
	University Drive Bike Lanes University of Kentucky Completed: 2013 Construction Cost: \$115,660	The project involved the widening of approximately 700 linear feet of University Drive from the Alumni Drive intersection towards Cooper Drive to install 6 foot wide bike lanes. The project is significant because it connects three previously disconnected sections of the campus bikeway system.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Construction Drawing Review</li> </ul>			✓	✓	





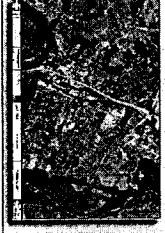
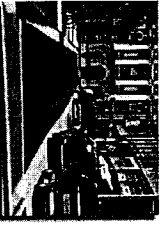

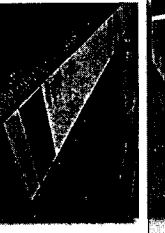
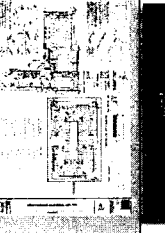
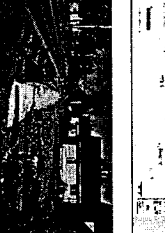
Contract 5: Pedestrian, Bike & Trail Design/Planning

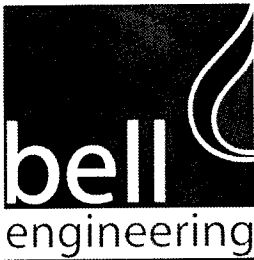
Bell Engineering is KYTC prequalified in bikeway planning and we are currently involved in a number of TEA-21, Safe Routes to School and bike and trail projects; making our team qualified to provide these services to LFUCG. Our staff includes a certified planner with more than 30 miles of trail planning and design experience along with other sidewalk and pedestrian travel projects similar to those that will be awarded through Contract 3: Pedestrian, Bike & Trail Design/Planning. The following table includes a list of clients and projects with contact information.

Client/Project Name	Contact Information
<b>LFUCG</b> - Town Branch Trail Sections 3 & 4 Master Plan* - R.J. Corman Versailles Line – Rail-With-Trail Study* - South Elkhorn Trail – Section 3* - West Hickman Trail Project* - Gainesway Pond Restoration & Trail Project* - Veteran’s Park Mountain Bike Trail* - Harrodsburg Road Master Plan* - South Limestone Multimodal Transportation Study* - Lexington Distillery District Master Plan*	<b>Contact Name:</b> Keith Lovan, PE <b>Title:</b> Project Manager <b>Phone:</b> 859/258-3478 <b>Email:</b> klovan@lexingtonky.gov
<b>University of Kentucky</b> - UK/Nicholasville Road Flood Mitigation Project - University Drive Bike Lanes Project - Arboretum Bike Trail Project	<b>Contact Name:</b> Keith Ingram <b>Title:</b> Project Manager <b>Phone:</b> 859/257-5911 ext. 237 <b>Email:</b> kingram@email.uky.edu
<b>Hopkinsville, Kentucky</b> - 6 <sup>th</sup> Street TEA-21 - TEA-21 FY 2004 - North Drive Safe Routes to School - Safe Routes to School - Hopkinsville Municipal Building	<b>Contact Name:</b> Steven R. Bourne <b>Title:</b> Director <b>Phone:</b> 270/887-4285 <b>Email:</b> sbourne@comdev-services.com
<b>Greensburg, Kentucky</b> - Greensburg Greenway Belt Project	<b>Contact Name:</b> Lisle Cheatham <b>Title:</b> Mayor <b>Phone:</b> 270/932-4298 <b>Email:</b> mayor@greensburgonline.com
<b>Russell, Kentucky</b> - Russell Safe Routes to School Project	<b>Contact Name:</b> William Hopkins <b>Title:</b> Mayor <b>Phone:</b> 606/836-9666 <b>Email:</b> russelljec@aol.com
<b>Hartford, Kentucky</b> - Hartford TEA-21 Project - Hartford Safe Routes to School Project	<b>Contact Name:</b> Charlotte Hendricks <b>Title:</b> Mayor <b>Phone:</b> 270/298-3612 <b>Email:</b> mayorch@bellsouth.net
<b>Uniontown, Kentucky</b> - Uniontown Safe Routes to School	<b>Contact Name:</b> Jennifer Buckman <b>Title:</b> City Clerk <b>Phone:</b> 270/822-4277 <b>Email:</b> utownclerk@gmail.com

\*Projects completed by Mr. Karrick prior to joining the Bell Engineering team.

The following project matrix outlines select pedestrian, bike and trail projects.

Project Name/Client		Description	Services Provided	Project Team			
				Joshua T. Karrick, PLA, ASLA, AICP	Robert L. Pickerill, PE	James K. Roberts, PE, PLS	Rick Harper, PE, LEED AP
	Greensburg Greenway Belt City of Greensburg Construction to Begin: 2014 Construction Cost: \$92,000	The Greensburg Greenway Belt will link the existing Green River Paddle Trail to Downtown Greensburg. The Greenway Belt will encompass the City of Greensburg connecting neighborhoods downtown Greensburg, Green County Public Schools and the city's business district. Eventually, the Greenway Belt will link to both the county park and the Greensburg Fitness Park to downtown.  The City just received a Recreational Trails Grant and will begin construction on Phase 1 next year.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Funding Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> </ul>	✓			
	6th Street TEA-21 City of Hopkinsville Completed: 2010 Construction Cost: \$299,267	This project included reconstruction of Hopkinsville's 6th Street. Overhead utilities were converted to underground and a new decorative intersection was designed at 6th and Main Street. The 6th Street sidewalk was replaced in several locations and new street lighting was installed. In order to preserve the historic street bricks, they were removed and reused at the courthouse. Traffic flow on 6th Street was also reversed to enhance views of the courthouse and significant drainage improvements were made throughout the project area.  The project was funded through the Kentucky Transportation Cabinet's TEA-21 grant program. Bell worked closely with staff at the Kentucky Transportation Cabinet during design, permitting and construction.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Funding Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> </ul>	✓	✓	✓	
	North Drive Safe Routes to School City of Hopkinsville Completed: 2010 Construction Cost: \$170,961	The North Drive Safe Routes to School project covered 0.6 miles of new sidewalks on North Drive in Hopkinsville, KY. Bell also evaluated and designed for correction to drainage issues along the adjacent ditch line. Other services included the development of conceptual budgets and surveying.  The project was funded by the Kentucky Transportation Cabinet's Safe Routes to School grant program. All work during design and construction was closely coordinated with staff at the Kentucky Transportation Cabinet.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Funding Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> </ul>		✓	✓	
	Uniontown Safe Routes to School City of Uniontown Completed: 2012 Construction Cost: \$79,488	The Uniontown Safe Routes to School project included the replacement of approximately 2,800 L.F. of sidewalks within the existing right-of-way in Uniontown, KY.  The project was funded by the Kentucky Transportation Cabinet's Safe Routes to School grant program. All work during design and construction was closely coordinated with staff at the Kentucky Transportation Cabinet.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Funding Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> </ul>	✓	✓	✓	
	Hopkinsville Municipal Building City of Hopkinsville Completed: 2014 Construction Cost: \$6,030,300	This project involves the schematic design for the new Hopkinsville Municipal Center as a sub to ESA Associates including site grading, sidewalks and parking lots. A portion of the project is the demolition and reconstruction of an existing 24 stall parking lot and addition of dining lanes to access the new drive up windows. The project also included the demolition of several buildings for construction of a new 98 stall parking lot with associated drainage, lighting and landscaping areas. The parking lots are currently being utilized as construction laydown areas and the final construction of these lots will begin in Spring 2014.	<ul style="list-style-type: none"> <li>• Design</li> <li>• Construction Drawing Review</li> </ul>	✓	✓	✓	✓
	Hartford TEA-21 City of Hartford Completed: 2014 Construction Cost: \$106,861	This project involves the construction of approximately 3,000 L.F. of 4-foot wide concrete sidewalk replacement in the City of Hartford. Existing sidewalks were deteriorated throughout the project area. Also included in this project was the installation of 4 drop box inlets and 15 L.F. of storm drain in order to improve pedestrian safety and storm water management. Ramps were constructed at all crosswalks in order to provide accessibility for pedestrians with disabilities.	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Field Surveying</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Resident Project Representation</li> </ul>	✓	✓		



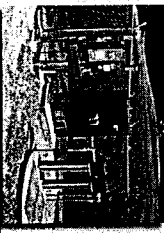


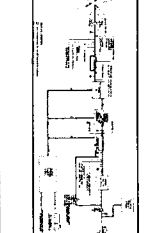


Contract 8: Construction Inspection

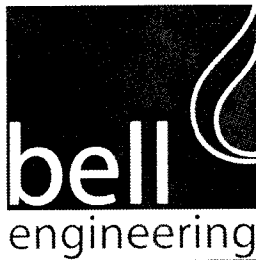
Bell Engineering's **in-field experience with construction management and inspection** has honed our ability to **understand and anticipate common problems** that occur during construction making our team extremely qualified to perform services under **Contract 8: Construction Inspection**. By **providing both observation of the Contractor's work and checking the materials being utilized**, Bell provides the Owner further protection against defects and deficiencies in the project. The following table includes a list of clients and projects with contact information.

Client/Project Name	Contact Information
<b>University of Kentucky</b> - UK/Nicholasville Road Flood Mitigation Project - UK South Campus Parking Lot - University Drive Bike Lanes Project - Arboretum Bike Trail Project	<b>Contact Name:</b> Keith Ingram <b>Title:</b> Project Manager <b>Phone:</b> 859/257-5911 ext. 237 <b>Email:</b> kingram@email.uky.edu
<b>Somerset, Kentucky</b> - Somerset Water Treatment Plant Upgrade - Somerset Raw Water Intake - Stigall Drive Pump Station - Midtown Sanitary Sewer Upgrade	<b>Contact Name:</b> Charles Dick <b>Title:</b> General Manager <b>Phone:</b> 859/257-5911 ext. 237 <b>Email:</b> cdick@cityofsomerset.com
<b>Richmond, Kentucky</b> - Robert R. Martin Bypass Water Main Extension - Side Storage Tanks Project - College Hill Water Treatment Plant Upgrade	<b>Contact Name:</b> Scott Althausen <b>Title:</b> General Manager <b>Phone:</b> 859/623-2323 <b>Email:</b> salthausen@richmondutilities.com
<b>Danville, Kentucky</b> - Phylben Village Sanitary Sewer Project - Balls Branch Pump Station - York Lane Pump Station	<b>Contact Name:</b> Earl Coffey <b>Title:</b> City Engineer <b>Phone:</b> 859/238-1200 <b>Email:</b>
<b>Owingsville, Kentucky</b> - KY 111 and US 60 Sanitary Sewer Extension - Bath Co. Industrial Park Wastewater Treatment Plant	<b>Contact Name:</b> Gary Hunt <b>Title:</b> Mayor <b>Phone:</b> 606/674-6361 <b>Email:</b> owingsville@windstream.net
<b>Greensburg, Kentucky</b> - Greensburg Water Treatment Plant - Greensburg Wastewater Treatment Plant Upgrades - Trunk Sewer Rehabilitation	<b>Contact Name:</b> Lisle Cheatham <b>Title:</b> Mayor <b>Phone:</b> 270/932-4298 <b>Email:</b> mayor@greensburgonline.com
<b>Monticello, Kentucky</b> - Monticello Wastewater Treatment Plant - Monticello Water Treatment Plant	<b>Contact Name:</b> Jeffrey Edwards <b>Title:</b> Mayor <b>Phone:</b> 606/3485719 <b>Email:</b> jeffrey.edwards@monticelloky.com

The following project matrix outlines select projects for which our staff has or will perform construction inspection services.

Contract 8: Construction Inspection

Project Name/Client		Description	Services Provided	Stephen H. Caudill, PE	E. Lee Lowe	Mike Gregory	Gary Staton
	Stigall Drive Pump Station City of Somerset Completed: 2012 Construction Cost: \$1,91,123	The total project consisted of 1,620 feet of 8-inch gravity sewer, 1,430 feet of 1 1/2-inch force main and one (1) 13 gallon per minute (gpm) grinder pumping station for unsewered residential and commercial customers within the Somerset city limits. This project eliminated failing septic systems. The project was completed in March 2012 by Weddle Enterprises, Inc. of Somerset, Kentucky.	<ul style="list-style-type: none"> <li>• Planning Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Resident Project Representation</li> </ul>			✓	
	Phylben Village Sanitary Sewer Project City of Danville Completed: 2011 Construction Cost: \$2,134,245	The Phylben Village Sanitary Sewer Project provides first time sanitary sewer service to approximately 170 customers in Boyle and Lincoln counties. As part of the project, the following improvements are being constructed: 3.5 miles of new 8-inch gravity sewer, 1.1 miles of new 6-inch force main and one pump station. A new megreteer vault was constructed to meter flow as it is pumped to the City of Danville wastewater system. The pump station received instrumentation and SCADA to provide monitoring and control of the station by operators at the Danville wastewater plant. All change orders were owner requested to expand the project scope to include items originally eliminated due to budget constraints. Bell provided assistance with easement acquisition of 34 properties on this project.	<ul style="list-style-type: none"> <li>• Planning Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Resident Project Representation</li> </ul>			✓	
	Balls Branch Pump Station City of Danville Completed: 2009 Construction Cost: \$339,687	This project included the construction of a new quad-plex wastewater pumping station for the City of Danville near the intersection of Wilderness Trail Road and Kentucky Hwy. 150. The pumping station serves all of Junction City and pumps sewage directly to the City of Danville wastewater treatment plant. The project included the construction of a new influent manhole with two 18-inch sluice gates to split flow down wet wells and four (4) submersible pumps each rated at 900 gallons per minute (gpm) @ 70 feet TDH. The project also included the construction of a motorized system for ease of pump removal, a backup generator to provide power during outages and a SCADA system to provide monitoring and control of the wastewater system by operators at the City of Danville wastewater treatment plant.	<ul style="list-style-type: none"> <li>• Planning Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Resident Project Representation</li> </ul>	✓	✓	✓	
	Greensburg Water Treatment Plant City of Uniontown Completed: Under Construction Construction Cost: \$6,266,443	The City of Greensburg owns and operates the Greensburg Water Treatment Plant and Water Distribution System. The existing treatment facilities have reached the end of their useful life and renovation and expansion are not economically feasible. The scope of this project is to replace the existing 1.4 mgd water treatment plant with a new 2 mgd plant at a new location. Also included is the replacement of the existing raw water intake and pumping facility and construction of new high service transmission piping to connect the new water treatment plant with the existing distribution system. The new plant will utilize conventional treatment including static mixing, two stage flocculation and plate settlers. Design includes consideration for future expansion of both the plant and intake facilities.	<ul style="list-style-type: none"> <li>• Planning Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> </ul>		✓		
	Monticello Water Treatment Plant City of Monticello Completed: Under Construction Construction Cost: \$8,770,000	This project is an expansion of the existing 3 mgd water treatment plant to 4.5 mgd plant on a site adjacent to the existing treatment facility. Portions of the existing facility will remain in operation and expansion will occur on the new site. The project will utilize membrane filtration. Raw Water pumps will be upgraded to support 6 mgd. A new 450,000 gallon cleanwell will be constructed and a new 6,800 square foot operation building will be located on the new site. Bell Engineering conducted a pilot test of G.E. Siemens and PALL Membrane Filters on the same Lake Cumberland water source in 2010; therefore, piloting will not be necessary for this project.	<ul style="list-style-type: none"> <li>• Planning Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Resident Project Representation</li> </ul>		✓		
	Red River Wastewater Treatment Facility Red River Wastewater Authority Completed: 2014 Construction Cost: \$10,043,956	This project includes the upgrade and expansion of the existing wastewater treatment plant from 0.460 million gallon per day (mgd) to 1.411 mgd. This new regional wastewater treatment facility will eliminate the need for the existing wastewater treatment plant and various structures, which will be decommissioned as a part of this project. Bell Engineering prepared the Preliminary Engineering Report confirming the design criteria from the facilities plan. A wastewater pumping station was designed to intercept all of Clay City's wastewater and direct that flow to the new regional facility. A new force main consisting of 27,000 L.F. of 12-inch diameter pipe will be constructed from the new Clay City wastewater pump station to the regional facility. This project will also include upgrading the Judy Creek pump station, which intercepts the majority of the wastewater flow in Stanton, and will pump wastewater from the upgraded pump station to the regional facility through an existing 12-inch diameter force main.	<ul style="list-style-type: none"> <li>• Planning Assistance</li> <li>• Design</li> <li>• Permitting</li> <li>• Bidding</li> <li>• Construction Administration</li> <li>• Resident Project Representation</li> </ul>		✓		✓



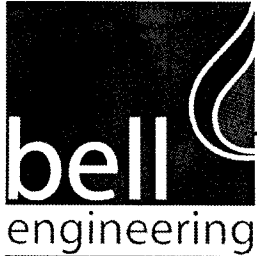
Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	2480 Fortune Drive, Suite 350 Lexington, KY 40509	1914	43	14
Local Office				
PM Location	Lexington, KY			
<b>Subconsultants Name:</b>	Abbie Jones Consulting			
Service Provided	Surveying			
Headquarters	1022 Fontaine Road Lexington, KY 40502	2011	4	4
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

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



Bell Engineering is committed to meeting or exceeding the Lexington-Fayette Urban County Government's (LFUCG) goal that not less than ten percent of the total value of work conducted on projects our team is selected for be performed by certified DBE's. As a local firm, Bell values the effort placed on supporting local businesses and DBE's. We appreciate opportunities to create a 100% local team and support minority and women owned businesses.

Bell keeps LFUCG's list of certified DBE firms on file and refers to the list to contact DBE firms for project opportunities. Additionally, staff attend minority business events to network with DBE owners and employees. We have developed relationships with several DBE firms in Lexington and are frequently in contact regarding teaming opportunities.

Bell currently utilizes DBE's on several projects including:

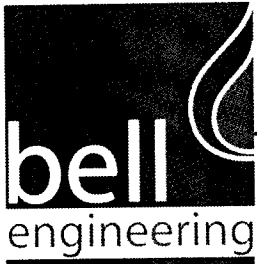
**Abbie Jones Consulting**

- UK/Nicholasville Road Stormwater Project; University of Kentucky
- Cardinal Lane Stormwater Improvements Project; LFUCG
- Cephas Way Flume Repair Project; LFUCG

**Vision Engineering**

- Blue Sky Pump Station & Force Main Project; LFUCG

Please see Appendix A for the completed LFUCG MBE/WBE Participation Form.



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## AFFIDAVIT

Comes the Affiant, James K. Roberts, P.E., PLS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is James K. Roberts, P.E., PLS and he/she is the individual submitting the proposal or is the authorized representative of Bell Engineering, 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.

James K. Roberts, PE, PLS  
Exec. VP, Boll Engineering

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by James K. Roberts, P.E., PLS on this the 26 day of March, 2014.

My Commission expires: Oct. 14, 2017

David Ball  
NOTARY PUBLIC, STATE AT LARGE

Firm Submitting Proposal: Bell Engineering

Complete Address: 2480 Fortune Drive, Suite 350, Lexington, KY 40509  
Street City Zip

Contact Name: Megan Kendall Title: Director of Marketing

Telephone Number: 859/278-5412 Fax Number: 859/278-2911

Email address: mkendall@hkbell.com

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

*Jimmie Roberts, PE, PLS*  
Signature

Bell Engineering  
Name of Business

**AFFIRMATIVE ACTION PLAN FOR  
EQUAL EMPLOYMENT OPPORTUNITY AT  
BELL ENGINEERING**

1. Policy

It is the policy of this firm to provide equal employment opportunity to all persons without regard to their race, color, religion, sex, age, veteran status, handicap, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program. The firm will assure that applicants are recruited and hired, and that employees are treated without regard to their race, color, religion, sex, age, veteran status, handicap, or national origin. Equal opportunity and equal consideration will be afforded to all applicants and employees in personnel actions which include recruiting and hiring, selection for training, promotion, fixing rates of pay or other compensation, transfer and layoff or termination. It is our intention, in the implementation of this policy, to provide full employment opportunities for members of minority groups. Furthermore, it is our policy to coordinate the affirmative action program directed at seeking personnel from minority groups for employment with the firm and to provide encouragement and direction to our staff to advance within the limits of each individual's capabilities.

2. Dissemination of Policy

Our equal employment opportunity is and will be communicated to all relevant audiences within and outside the firm. These include non-discrimination policy statements in our personnel manuals and memoranda, and employee information literature; posting of EEO posters on bulletin boards; periodic written and oral statements of policy from the firm to its management staff; discussion of policy and affirmative action plans in management meetings and development sessions; recruiting practices that will provide equal opportunity to all persons possessing requisite skills seeking employment with this firm.

3. Responsibility for Implementation of Policy

A firm officer will be responsible for the implementation of our affirmative action policy and will direct our equal employment opportunity program. His responsibilities will include: (1) developing policy statements, affirmative action programs, internal and external communication techniques; (2) assisting in the identification of problem areas; (3) assisting project engineers and project managers in arriving at solutions to problems; (4) designing and implementing audit and report systems that will measure the effectiveness of the program, indicate a need for remedial action, and determine the degree to which the goals and objectives of the firm's progress have been attained; (5) serving as liaison between the firm and enforcement agencies, minority organizations and community action groups; (6) keeping the management informed of the latest developments in the entire equal employment opportunity area.

4. Analysis of Firm Employment

The attached Table 1 provides a breakdown of total employment into job categories based on position description having equivalent pay grades. Also, the table contains minority and women employment per job category, overall percentage within our recruiting area, and the percentage of those possessing the necessary employment skills. Our recruiting area for engineers is nationwide while that for designers/planners, engineering technicians, inspectors, draftspersons, and economists is mostly state-wide. Beginning inspectors, draftspersons, administrative assistants and secretaries are recruited within the Standard Metropolitan Statistical Area.

In analyzing our utilization in each job category, we have arrived at the following conclusions:

- a. Job Category: Consultant  
Discussion: Consultants are long-term employees, presently retired from full-time service but still working part-time, providing a special expertise to the firm.  
Conclusion: This is not an under-utilization area. In furthering our equal employment opportunity policy, we will continue to encourage and promote full opportunity to minority and women employees with the requisite skill and tenure to advance to this position.
- b. Job Category: Principal  
Discussion: Principals are the owners of the firm. Openings for these positions are created only through action of the Board of Directors. All principals own stock in the firm and any new principal will have to purchase available stock.  
Conclusion: Because openings in this category are extremely limited, the establishment of specific goals cannot realistically be accomplished. In furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skill and tenure to advance to this position.
- c. Job Category: Engineer  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 5.3 percent of the experienced work force.  
Conclusion: This is not an under-utilization area. However, in furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- d. Job Category: Architect  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 5.3 percent of the experienced work force.  
Conclusion: This is not an under-utilization area. However, in furthering our equal employment opportunity policy, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- e. Job Category: Designer/Planner  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.  
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- f. Job Category: Engineering Technician  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.  
Conclusion: When an opening occurs we will encourage and promote full opportunity for minority and women employees with the requisite skills and education.
- g. Job Category: Inspector/Operations Specialist  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 20.1 percent of the experienced work force.  
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.
- h. Job Category: Draftsperson  
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 23.7 percent of the experienced work force.

Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.

i. Job Category: Accountant/Economist

Discussion: Within the recruiting area, minorities and women possessing the requisite skills for this position represent approximately 49.1 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.

Conclusion: This is not an under-utilization area.

j. Job Category: Administrative Assistant

Discussion: Within the recruiting area minorities and women possessing the requisite skills for this category represent approximately 49.1 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.

Conclusion: This is not an under-utilization area.

k. Job Category: Secretary

Discussion: Within the recruiting area minorities and women possessing the requisite skills for this category represent approximately 98.9 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.

Conclusion: This is not an under-utilization area.

5. Goals and Timetables

Because of the current business climate, we do not anticipate an increase in our total number of employees in the next six to 12 months. During this time it is expected that new employees will be hired only to replace those employees who resign or leave for other reasons. Any immediate goals in terms of specific numbers will be on the conservative side if we expect to realistically attain these goals. The largest turn-over of employment is in the job categories of draftspersons and secretaries, so our maximum emphasis of recruiting minorities will be in these categories.

Although primarily dependent upon the work load and the needs to fill vacancies, the immediate goals of this firm are to increase minority and women employment in the job categories of engineering technician, inspector/operations specialist, draftsperson and secretary.

The firm will strive to fill any vacancies in a manner that will meet the goals set forth as follows:

<u>Position</u>	<u>New Minority Employees</u>	<u>Target Date</u>
Secretary	1	1 year
Engineering Technician	2	2 years
Inspector/Operations Spec.	1	1 year
Draftsperson	1	1 year

These goals, together with 16 present minority and women employees, project a total minority employment by our firm of 20, for approximately 21 percent at the end of one year, and 21 for approximately 22 percent by the end of two years.

At every six-month period our goals will be reevaluated in light of business conditions and the success of our recruiting efforts. Our long-range goal is to employ a percentage of minorities and women with requisite skills at least equal to the percentage of minorities within our recruiting area.

6. Development and Execution of Program

a. Recruiting

Our recruiting program will be conducted in a manner to ensure we are reaching minority and women prospects. At such times that openings may occur within our staff, we will place notices of employment in appropriate media readily available to all persons seeking employment.

b. Training

We have previously hired minorities from the local technical institute and plan to utilize this source in the future. It is our present policy to provide on-the-job training for new employees. This policy is and will continue to be applicable to minority and women employees. As employees progress, they will be promoted to a higher position of responsibility and compensation commensurate to their skills and contributions.

c. Personnel Actions

Personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination will be periodically reviewed to ensure the action was taken without bias. During meetings with supervisory personnel, their actions will be reviewed to ensure their support of the firm's equal employment policy.

d. Community Relations

Representatives of the firm will cooperate with the appropriate agencies and groups within the community in the further development of community acceptance and adoption of nondiscrimination practices in employment.

7. Audit Report and Evaluate

The firm has instituted an audit and reporting system which consists of the following:

a. Job Openings

A list of applicants will be kept for each job opening. An informal record solely for statistical purposes will be maintained to identify minority and women applicants where practical. If the minority and women applicant is not hired, the reason will be recorded.

b. Separation

A record of separation and the reason of separation will be maintained and minority and women group employees will be specifically identified. A thorough check will be made to ensure that discrimination did not enter the separation.

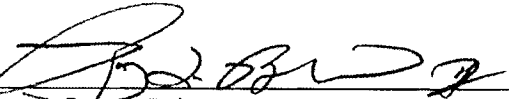
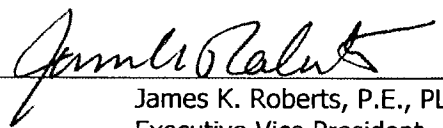
c. Promotions

A record of promotions by employee name and category will be maintained with minority and women employees specifically identified. Again this information will be maintained solely for statistical purposes.

The firm member in charge will periodically review and evaluate the status of the affirmative action program, and will report at each meeting of the firm members and associates on the progress and success of our program.

8. Adoption of Policy

The Affirmative Action Plan for equal employment opportunity is hereby adopted the first day of January, 1997.

By  By   
Roy L. Bohon, II  
Secretary-Treasurer  
James K. Roberts, P.E., PLS  
Executive Vice President

Date March 21, 2014



**WORKFORCE ANALYSIS FORM**

---

Name of Organization: Bell Engineering

Date: 03 / 21 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	2	1	1							1	1
Professionals	14	13	1							13	1
Superintendents											
Supervisors	5	4	1							4	1
Foremen	9	9								9	
Technicians	8	6	2							6	2
Protective Service											
Para-Professionals	1	1								1	
Office/Clerical	4	2	2							2	2
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	<b>43</b>	<b>36</b>	<b>7</b>							<b>36</b>	<b>7</b>

Prepared By: Megan Kendall, Director of Marketing

**Name & Title**

LFUCG MBE/WBE PARTICIPATION FORM

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

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value Of the Work	% Value of Total Contract
1. Abbie Jones Consulting Abbie Jones, P.E. 1022 Fontaine Road Lexington, KY 40502 859/559-3443 abbie@abbie-jones.com	Surveying Services	N/A	At least 10%
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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.

Bell Engineering  
Company

March 21, 2014  
Date

*Jimmie Calvert PE, PLS*  
By

Executive 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 the 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.

James M. Palms, PE, PLS  
Signature

3/20/14  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2014

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

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

<b>PRODUCER</b> Al Torstrick Insurance Agency Inc 343 Waller Avenue  Lexington KY 40504	<b>CONTACT NAME:</b> Stephanie Casey <b>PHONE (A/C No. Ext):</b> (859) 233-1461 <b>E-MAIL ADDRESS:</b> scasey@altorstrick.com	<b>FAX (A/C No.):</b> (859) 281-9450
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HK Bell Consulting Engineers Inc., DBA: Bell 2480 Fortune Dr, Ste 350  Lexington KY 40509	<b>INSURER A:</b> Netherlands <b>INSURER B:</b> Torus National <b>INSURER C:</b> Indiana Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 24171  22659

**COVERAGES** **CERTIFICATE NUMBER: 2013-2014** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			BOP8089014	10/21/2013	10/21/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8087215	10/21/2013	10/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BEING ASSIGNED	10/21/2013	10/21/2014	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Umbrella			CU8228158	10/21/2013	10/21/2014	Each Occurrence \$1,000,000 Aggregate Limit \$1,000,000

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

**CERTIFICATE HOLDER**

(859) 258-3780

 LFUCG  
 200 E Main St  
 Lexington, KY 40507
**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Allison Johnson/MJA

*Allison T. Johnson*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2013

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

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

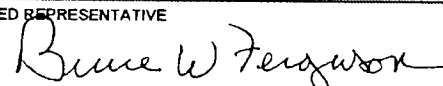
<b>PRODUCER</b> The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 502-244-1343		FAX (A/C, No): 502-244-1411
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Howard K. Bell Consulting Engineers, Inc 2480 Fortune Drive, Suite 350 Lexington, KY 40509	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Accident & Indemnity		22357
	<b>INSURER B:</b> XL Specialty Insurance Company		37885
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE AGGREGATE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	33WECPX9023	02/01/2013	02/01/2014	WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
B	Professionnl Liability			DPR9710693	12/08/2013	12/08/2014	Per Claim Aggregate	1,000,000 2,000,000

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

<b>CERTIFICATE HOLDER</b> LFUCG 200 East Main Street Lexington, KY 40507	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: #**13-2014**

Date: March 3, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

*Paragraph two on page one should read as follows and agree with the date on the website:*

"Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 26, 2014**."

*Paragraph one on page two should read as follows:*

**Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12<sup>th</sup>, 2014 at 2:00 PM local time.**

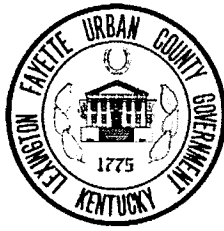
Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: Bell Engineering

ADDRESS: 2480 Fortune Drive, Suite 350, Lexington, KY 40509

SIGNATURE OF PROPOSER: Megan E. Kendall



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: **#13-2014**

Date: March 7, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: Bell Engineering

ADDRESS: 2480 Fortune Drive, Suite 350, Lexington, KY 40509

SIGNATURE OF PROPOSER: Megan E. Kendall



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: #**13-2014**

Date: March 17, 2014

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

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

**TO ALL PROSPECTIVE BIDDERS:**

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

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

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY: Bell Engineering

ADDRESS: 2480 Fortune Drive, Suite 350, Lexington, KY 40509

SIGNATURE OF PROPOSER: Megan E. Kendall

### SIGN-IN SHEET

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

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG – Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Askin	strand	225-8500	Mark.Askin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233-2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul PARSEN	THELEN ASSOCIATES	226-0761	PARSEN@thelena.com
Laura Mize	Lochner	224-4476	LMIZE@hwlochner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	gisaacs@palmer.net.com
Kevin Dameron	Palmer	859.537.6657	kdameron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	M.MERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
Justin Anderson	HDR ENGINEERING	859-583-0732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavelich	BFMJ Structural Eng	859-278-5050	n.pavelich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Anslie	L.F. Legregg	859-252-7558	janslie@legregg.com
WALTER BOWMAN	W. Bowman Assoc.	859 619 0129	walhowman@twe.com





## Questions for RFP #13-2014

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

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

---

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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





**LEXINGTON, KY**  
859/278-5412

**HOPKINSVILLE, KY**  
270/886-5466

**COLUMBIA, KY**  
270/385-9522

EXHIBIT *DC*

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

**LFUCG PROJECT ASSIGNMENT NO. \_\_\_\_\_**  
**UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**

---

**CONSULTANT**

**OWNER**

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

**Project Assignment Date:** \_\_\_\_\_

**Task Name:** \_\_\_\_\_

**Task ID:** \_\_\_\_\_

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2014

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

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

PRODUCER  The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME:	
	PHONE (A/C, No, Ext): 502-244-1343	FAX (A/C, No): 502-244-1411
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Accident & Indemnity	22357
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			33WECPX9023	02/01/2014	02/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	Professional Liability			DPR97I0693	12/08/2013	12/08/2014	Each Claim	1,000,000
							Aggregate	2,000,000

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

**CERTIFICATE HOLDER**

LFUCG  
  
200 East Main Street  
  
Lexington, KY 40507

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Bruce W Ferguson*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2014

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

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PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue  Lexington KY 40504	CONTACT NAME: Stephanie Casey
	PHONE (A/C, No, Ext): (859) 233-1461 FAX (A/C, No): (859) 281-9450
	E-MAIL ADDRESS: scasey@altorstrick.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Netherlands 24171
	INSURER B: Torus National
	INSURER C: Indiana Insurance Company 22659
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2013-2014 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BOP8089014	10/21/2013	10/21/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			BA8087215	10/21/2013	10/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			BEING ASSIGNED	10/21/2013	10/21/2014	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Umbrella			CU8228158	10/21/2013	10/21/2014	Each Occurrence \$1,000,000 Aggregate Limit \$1,000,000

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

CERTIFICATE HOLDER (859) 258-3780  LFUCG 200 E Main St Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Allison Johnson/MJA <i>Allison T. Johnson</i>