



statement of qualifications

RFP # 13-2014 | *Professional Engineering Services for*

CONTRACT 1 | **ROADWAY CORRIDOR AND INTERSECTION DESIGN/PLANNING**

CONTRACT 3 | **CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE**

CONTRACT 4 | **STRUCTURE OR BRIDGE DESIGN**

CONTRACT 6 | **TRAFFIC SIGNAL DESIGN**

CONTRACT 7 | **GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN**

CONTRACT 8 | **CONSTRUCTION INSPECTION**

Lexington-Fayette Urban County Government

March 26, 2014



HDR is an employee-owned architectural, engineering and consulting firm with more than 8,600 professionals in more than 185 locations nationwide. All of them are committed to helping clients manage complex projects and make sound decisions. Learn more at hdrinc.com.

2517 Sir Barton Way
Lexington, Kentucky 40509
(859) 629-4800
www.hdrinc.com



March 26, 2014

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

RE: RFP # 13-2014
Statement of Qualifications for Professional Engineering Services for
CONTRACT 1 | ROADWAY CORRIDOR AND INTERSECTION DESIGN/PLANNING
CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE
CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN
CONTRACT 6 | TRAFFIC SIGNAL DESIGN
CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN
CONTRACT 8 | CONSTRUCTION INSPECTION

Dear Ms. Maynard:

HDR Engineering, Inc. appreciates the opportunity to submit this Statement of Qualifications (SOQ) to Lexington-Fayette Urban County Government (LFUCG) for professional engineering services associated with the referenced contracts.

Local professionals of the HDR team have a 36-year working relationship with LFUCG, including over \$160 million in constructed projects. Specifically, HDR project team members designed a number of successful projects, including Citation Boulevard, Liberty Road, Man O'War Boulevard and Martin Luther King Boulevard viaduct.

HDR has made every effort to assure that the MBE/WBE involvement in this project will exceed LFUCG's goal of 10% participation, as noted in the "Request for Proposal" (RFP). Our sub-consultants will include the following DBE team members, and they will assist with or complete the following services as dictated by each assignment we are selected to provide:

Abbie Jones Consulting (certified DBE sub-consultant)

- Permitting
- SWPPP's
- Field surveying
- Site work, storm sewer, and erosion control review

Third Rock Consultants, LLC (WBE sub-consultant)

- Permitting
- SWPPPs
- Environmental services

JYLA, (DBE sub-consultant)

- Construction inspection

Enclosed is a concise, straightforward document that follows the RFP (and Addenda No. 1, No. 2, and No. 3).

We greatly appreciate the opportunity to submit this SOQ and look forward to the possibility of working with you on this project. Should you have any questions or need additional information, please do not hesitate to contact me in our Lexington office or e-mail me at ben.edelen@hdrinc.com. Thank you for your consideration.

Sincerely,

Ben R. Edelen, P.E.
Vice President

2517 Sir Barton Way
Lexington, KY 40509

Phone: (859) 629-4800
Fax: (859) 629-4801
www.hdrinc.com

[Successful completion of any assignment requires sound solutions, timely performance, and quality service. HDR's primary responsibility is your satisfaction, and we are committed to providing the necessary HDR resources required to exceed your expectations.]

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| Similar Projects (3) ¹ | 4 |
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Note: ¹LFUCG Selection Criteria

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| Firm Qualifications (1) ¹ | 1 |
| Project Team (2, 3, 4) ¹ | 2 |
| Client List (2, 3) ¹ | 3 |
| Similar Projects (3) ¹ | 4 |
| Local Office (5) ¹ | 5 |
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| Firm Qualifications (1) ¹ | 1 |
| Project Team (2, 3, 4) ¹ | 2 |
| Client List (2, 3) ¹ | 3 |
| Similar Projects (3) ¹ | 4 |
| Local Office (5) ¹ | 5 |
| DBE Involvement (MBE/WBE Participation Goal Exceeded) | 6 |
| Affidavit | Appendix A |
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Note: ¹LFUCG Selection Criteria

Firm Submitting Proposal: HDR ENGINEERING, INC.

Complete Address: 2517 Sir Barton Way Lexington, Kentucky 40509
 Street City Zip

Contact Name: Ben Edelen, P.E., P.L.S. Title: Vice President

Telephone Number: 859-629-4800 Fax Number: 859-629-4801

Email address: ben.edelen@hdrinc.com



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 12th, 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: HDR ENGINEERING, INC.

ADDRESS: 2517 Sir Barton Way, Lexington, Kentucky 40509

SIGNATURE OF PROPOSER: Ben R Eckeler



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: HDR ENGINEERING, INC.

ADDRESS: 2517 Sir Barton Way, Lexington, Kentucky 40509

SIGNATURE OF PROPOSER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: **#13-2014**

Date: March 17, 2014

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

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

TO ALL PROSPECTIVE BIDDERS:

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

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

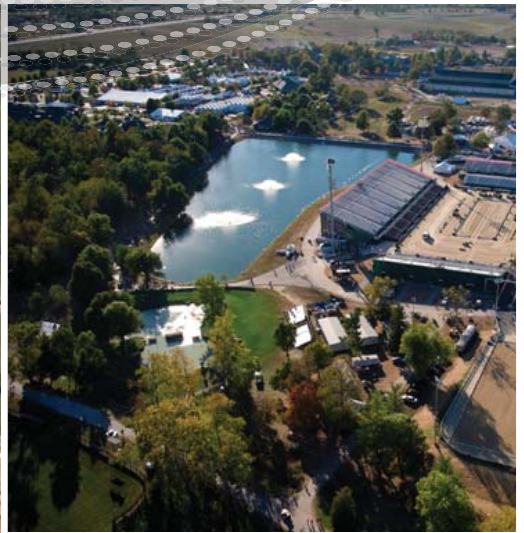
Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: HDR ENGINEERING, INC.

ADDRESS: 2517 Sir Barton Way, Lexington, Kentucky 40509

SIGNATURE OF PROPOSER:



statement of qualifications

RFP # 13-2014 | Professional Engineering Services for

**CONTRACT 1 | ROADWAY CORRIDOR
AND INTERSECTION DESIGN/PLANNING**

Lexington-Fayette Urban County Government

March 26, 2014

HDR Local Services Overview

Transportation

- Alignment Studies
- Grade and Drainage
- Streetscape Design
- Parks/Playgrounds/ Golf Courses
- Highways/Airports/Traffic Engineering
- Site Landscaping
- Structural Design

Geotechnical

- Investigation
- Analysis
- Design

Civil/Site Development

- Planning/Design
- Surveying/GPS
- Industrial & Commercial Sites
- Recreational Facilities
- Mapping/GIS
- Public Involvement

Stormwater

- Master Plans
- Conveyance Systems
- Utility Formation
- NPDES Permits
- Mapping/Ordinances
- Retention/Detention Basins

GIS

- Data Collection/Creation/Conversion
- Spatial Analysis
- Development/Integration
- Cartography
- GPS

Construction/Operations

- Contract Administration
- Scheduling
- Shop Drawing Reviews
- Resident Representatives

HDR ENGINEERING, INC.

To address roadway corridor and intersection design and planning needs for Lexington, LFUCG needs a consulting team that will provide:

- Local staff with an exceptional understanding of LFUCG's policies and design procedures.
- A team that has a proven track record of successfully completing design projects for LFUCG and has a long standing working relationship with the staff of LFUCG.
- A diverse team that is committed to the local community and that call Lexington "home".
- A team of professionals committed to helping the LFUCG meet all project goals, and maintaining effective communication with LFUCG, residents of affected neighborhoods, and other involved stakeholders.

HDR HISTORY

Headquartered in Omaha, Nebraska, HDR was founded in 1917, and maintains regional offices in Lexington and Louisville, Kentucky; Cincinnati and Columbus, Ohio; and, Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design infrastructure that meets the community's needs.

This year, HDR celebrates its 97th anniversary of providing engineering and architectural services to its clients. We have grown from a small municipal engineering firm to a No. 11 ranking in 2013 by "Engineering News Record (ENR)" as one of the Top 500 Design Firms. More importantly, HDR was ranked No. 6 in Highway Firms by ENR in 2013. Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.

[Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.]

Today, HDR employs approximately 8,600 professional and support staff in 210 offices nationwide, including approximately 150 professionals and support staff in our Kentucky and Ohio offices. Our regional offices provide our clients a full range of services, including transportation, civil/site development, stormwater, GIS, construction services, geotechnical engineering, and structural design.

While HDR's services have evolved to meet increasingly complex challenges ranging from nanotechnology to infrastructure security, one thing that hasn't changed is our commitment to the values upon which HDR was founded. These values include respect, integrity, empowerment, innovation, teamwork, and responsibility. HDR's mission is to be an excellent professional firm known for vision, value and service to our clients, our communities, and employees.

FIRM QUALIFICATIONS

The local staff of HDR has enjoyed a 36-year relationship with Lexington-Fayette Urban County Government (LFUCG). Our Lexington office is located in Hamburg Place on Sir Barton Way (designed by HDR). Our project team members have more than 30 years of roadway project design experience for LFUCG, including: Citation Boulevard Study, Section I and Section II Design, Phase I Design and Environmental Assessment (EA); Liberty Road Study, Preliminary Design, and Section I Final Design; Starshoot Parkway Extension; Limestone Street; Clays Mill Widening at Man O' War Boulevard; Expansion Area Boulevard Design Study Report; Man O' War Boulevard; Martin Luther King Jr. Boulevard; and Cornwall Drive Culvert, Trinity Road Storm Water Improvements, and Halifax Culvert Improvements. This experience has involved a variety of projects with cumulative construction costs exceeding \$160 million. These projects were performed on schedule and within budget. Further discussion of projects can be found in Section 4 of this document.

CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING FIRM QUALIFICATIONS

HDR Local Services Overview *(continued)*

Construction/Operations

- Operation & Maintenance Manuals
- Training & Start-up
- Operations Assistance
- Construction Management

Funding Assistance

- Source Identification
- Application Preparation
- Program Administration

Electrical/Instrumentation

- SCADA Systems
- Fiber Optics/Data Networks
- Instrumentation & Controls
- Security/Access Control Systems
- Communication Systems
- Power Distribution/Lighting

Water/Wastewater

- Facilities Plans/Preliminary Studies
- System Analysis/Review
- Sewer System Evaluation
- Sewer Rehabilitation
- Gravity Sewers/Force Mains
- Pump Stations
- Sanitary Sewer Modeling
- Wastewater/Water Treatment
- CSOs/SSOs
- Equalization Basins

THIRD ROCK CONSULTANTS, LLC *(WBE Subconsultant)*

Third Rock Consultants, LLC (Third Rock), with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee was established in 2000 in response to the increased need for innovative, professional environmental consulting services. Third Rock is recognized as a leading environmental firm in this region, achieving distinction through a combination of superior technical skills and commitment to meeting our clients' needs. Our focus is on support services for engineering projects, biological and ecological analyses, environmental permitting, stream mitigation design, and NEPA documentation. Our staff is well versed in the consent decree and remedial measures plans that have been developed and is prepared to provide the services needed to support the engineering professionals that will advance them. Third Rock, a certified woman-owned business enterprise, is owned by Molly Davis, a graduate of the University of Kentucky College of Law.

ABBIE JONES CONSULTANTS *(DBE Subconsultant)*

Abbie Jones Consulting began in May 2011 with a vision to provide surveying, engineering, and training. Our clear understanding of the end user drives our data collection methods and deliverables. We understand what engineers, GIS managers, and government officials need. Because we know what data needs to be collected, we rarely need to go back to pick up additional data. Our clear understanding of how survey information will be used, provides our teammates and clients with on-time, within-budget solutions. As a DBE firm, we expect to work hard helping our teammates.

Ms. Jones is co-author and project manager for the surveying training courses under development for each Kentucky Transportation Cabinet (KYTC) district office. Our staff has extensive experience in Fayette County including two recent LFUCG surveys. Traditional methods for topography, leveling, staking, and other survey tasks are also part of our capabilities. Our crews are familiar with hydrographic surveying using a variety of techniques with traditional waders, kayaks, and shallow draft boats. We are very familiar with easements, property descriptions, boundary surveys, and ALTA/ACSM surveys. Our staff works in both AutoCAD and Microstation platforms to meet the various needs of our agency clients.

CONSULTING SERVICES, INC.

Consulting Services Incorporated (CSI) is headquartered in Lexington, Kentucky and is ready to serve your needs. Our firm employs approximately 40 team members and our staff of professional engineers and ICC-certified special inspectors have over 300 years of combined experience in geotechnical, construction and materials engineering, testing and IBC special inspection fields. CSI can provide the following geotechnical and engineering services: geotechnical exploration/soils reports, site assessments, pavement studies and design, site specific seismic studies for International Building Code (IBC), geophysical studies, and soil and rock drilling/sampling.



CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING

SECTION 2 | PROJECT TEAM

OVERVIEW

We understand that the goal of Lexington-Fayette Urban County Government (LFUCG) is to select a competent team capable of producing a quality project on-schedule and within budget. Once the team is selected, the success of your project will be determined by the individuals you work with on a day-to-day basis. Our philosophy is to develop a “team approach” that combines our most experienced professionals with LFUCG representatives to obtain effective solutions. Therefore, a multi-disciplined team has been organized with the necessary expertise to address each project component. The organization chart presented in Figure 2-1 may be cross-referenced with Table 2-1 to review team member locations, project responsibilities, and individual qualifications.

Figure 2-1 PROJECT TEAM ORGANIZATIONAL CHART

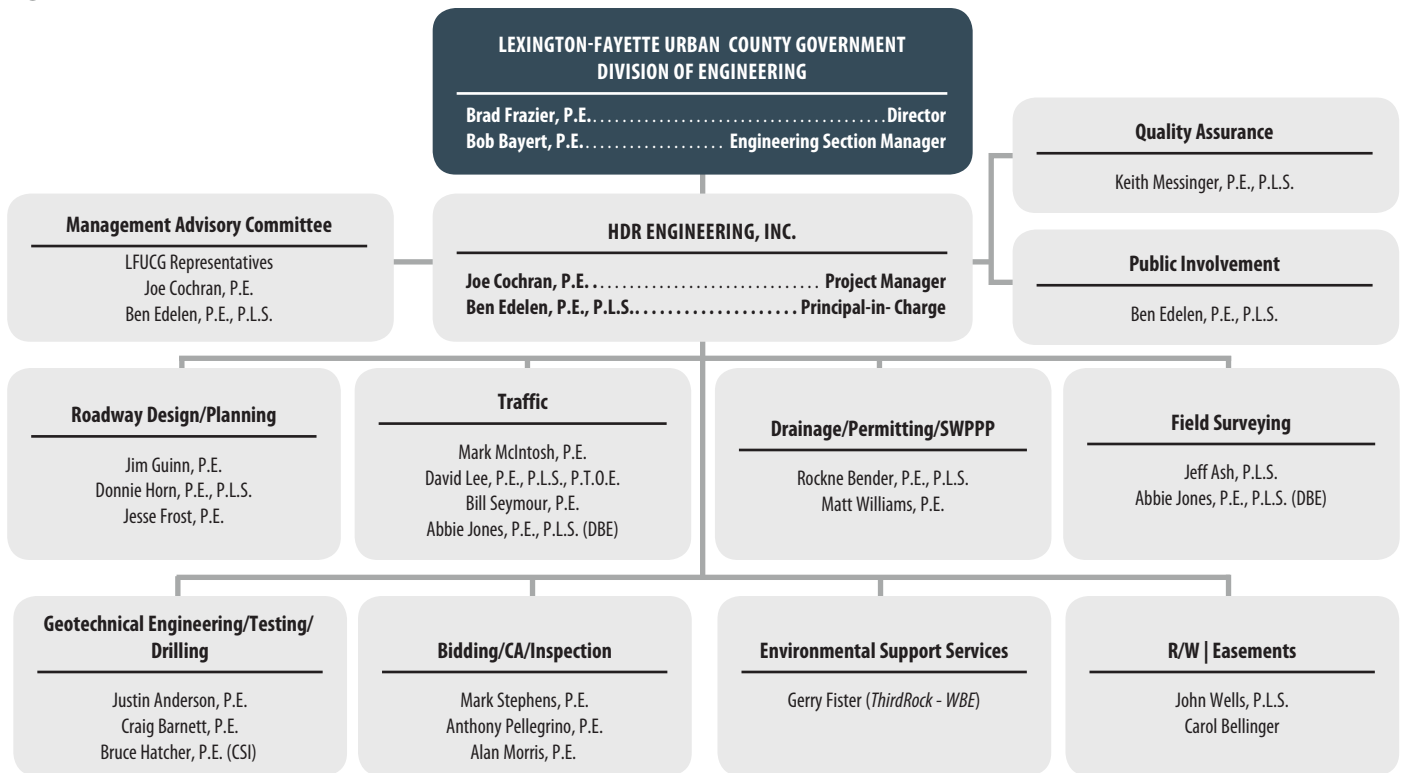


Table 2-1 KEY PERSONNEL

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|-------------------------------------|--------|-------------------|--|--|
| Joe Cochran, P.E. HDR Lexington, KY | Hwy. Section Manager | BSCE | 21 | Prof. Eng. KY, OH | Project Manager Day-to-Day Contact, Preliminary Engineering & Design, Cost Estimates, Bidding Services, MAC ¹ Meetings |
| Ben Edelen, P.E., P.L.S. HDR Lexington, KY | Department Manager Vice President | BSCE | 30 | Prof. Eng. Prof. Surveyor KY, OH KY | Principal-in-Charge Public Involvement, MAC ¹ Meetings |
| Jim Guinn, P.E. HDR Lexington, KY | Sr. Project Manager | BSCE | 30 | Prof. Eng. KY, OH | Project Engineer Preliminary Engineering & Design, Cost Estimates |
| Donnie Horn, P.E., P.L.S. HDR Lexington, KY | Project Manager | BSCE | 22 | Prof. Eng. Prof. Surveyor KY, SC KY | Project Engineer Roadway Design |
| Jesse Frost, P.E. HDR Lexington, KY | Project Manager | BSCE | 14 | Prof. Eng. KY, OH | Project Engineer Roadway Design |

CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING

PROJECT TEAM

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|------------------------------------|----------------|-------------------|--|--|
| Keith Messinger, P.E., P.L.S. HDR Lexington, KY | QC Coordinator/ Project Manager | BSCE | 33 | Prof. Eng. KY Prof. Surveyor KY | QA/QC Quality Reviews |
| Mark McIntosh, P.E. HDR Lexington, KY | Traffic Engineer | BSCE | 23 | Prof. Eng. KY | Traffic Engineering Signing, Striping, Capacity Analysis |
| Jeff Ash, P.L.S. HDR Lexington, KY | Survey Manager | N/A | 38 | Prof. Surveyor KY | Field Survey & Easements Elevations, Utilities, Property Surveys, Easement Descriptions |
| Matt Williams, P.E. HDR Lexington, KY | Civil/Site Section Manager | BSCE | 8 | Prof. Eng. KY | Drainage/Permits/SWPPP Water Quality, SWPPPs |
| Rockne Bender, P.E., P.L.S. HDR Lexington, KY | Project Engineer | MSCE | 32 | Prof. Eng. KY Prof. Surveyor KY | Drainage/Permits/ SWPPPs Water Quality, SWPPPs |
| John Wells, P.L.S. HDR Lexington, KY | Easement Acquisition Specialist | N/A | 28 | Prof. Surveyor KY | Field Survey & Easements Elevations, Utilities, Property Surveys, Easement Descriptions |
| Mark Stephens, P.E. HDR Lexington, KY | Construction Administrator | BSCE | 16 | Prof. Eng. KY | Construction Administration Site Visits, Progress Meetings, Shop Drawing Review, Pay Requests, Consultation |
| Anthony Pellegrino, P.E. HDR Lexington, KY | Construction Administrator | BSCE | 24 | Prof. Eng. KY | Construction Administration Site Visits, Progress Meetings, Shop Drawing Review, Pay Requests, Consultation |
| Alan Morris, P.E. HDR Lexington, KY | Construction Administrator | BSCE | 37 | Prof. Eng. KY | Construction Administration Site Visits, Progress Meetings, Shop Drawing Review, Pay Requests, Consultation |
| Justin Anderson, P.E. HDR Lexington, KY | Project Manager | MSCE | 11 | Prof. Eng. KY, IA, MD, NE, SD, IN, WI | Geotechnical Investigation Borings, Rock Sampling, Geotechnical Report |
| Craig Barnett, P.E. HDR Lexington, KY | Geotechnical Engineer | BSCE | 10 | Prof. Eng. KY, MS, SC, GA, NC, TN, NY, OH | Geotechnical Investigations Borings, Rock Sampling, Geotechnical Reports |
| Bruce Hatcher, P.E. CSI Lexington, KY | Chief Geotechnical Engineer | MS Mining Eng. | 32 | Prof. Eng. KY | Geotechnical Investigation Borings, Rock Sampling, Geotechnical Report |
| Gerry Fister, P.G. ThirdRock Lexington, KY | Sr. Environmental Scientist | BS Geology | 27 | Prof. Geologist KY | Environmental Support Wetlands, Endangered Species, Coordination, SWPPPs, BMPs |
| Abbie Jones, P.E., P.L.S. Abbie Jones Lexington, KY | Principal Project Manager | BSCE | 13 | Prof. Eng. KY, TN, GA Prof. Surveyor KY, GA | Permit Applications & SWPPPs Permits, Erosion & Sedimentation Control, BMPs |
| Carol Bellinger HDR Chicago, IL | Real Estate Project Principal | AA | 28 | R/W-RAC Relocation Assistance Certified Real Estate Broker License: IL, IA, UT, KY (Pending) | Right-of-Way Services Acquisitions, Relocations |
| David Lee, P.E., P.L.S., PTOE HDR Louisville, KY | Sr. Transportation Engineer | MSCE | 39 | Prof. Eng. KY, TN, MO Prof. Surveyor KY, OH Professional Traffic Operations Engineer Certification | Traffic Engineering Signing, Striping, Capacity Analysis, QA/QC |
| Bill Seymour, P.E. HDR Louisville, KY | Sr. Traffic Engineer | MSCE | 43 | Prof. Eng. KY, OH, IN | Traffic Engineering Signing, Striping, Capacity Analysis, QA/QC |

Note: ¹MAC - Management Advisory Committee

RESUMES

Due to page limitations, abbreviated resumes for key team members have been included on the following pages. Detailed resumes for all project team members are available upon request.

CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING PROJECT TEAM

JOE COCHRAN, P.E.



JOE COCHRAN, P.E.

Highway Section Manager, HDR Engineering, Inc.

Mr. Cochran has 21 years of transportation design experience and has been project engineer or project manager on the projects listed below. He has been responsible for management of projects, roadway design and supervision of others.

EXPERIENCE OVERVIEW

- **Citation Boulevard, Lexington, Kentucky** - This project involved the preparation of a Design Study Report and Phase I and II plans. Citation Boulevard is a four-lane divided arterial highway from Leestown Road to Newtown Pike. Six alternate alignments with various combinations were evaluated as part of a corridor location study from west of Leestown Road to Coldstream Farm. As alternates were developed, meetings were held involving the Lexington-Fayette Urban County Government and Kentucky Department of Highways.
- **US 68, Fayette and Jessamine Counties, Kentucky** - Project engineer for this project with limits that extend from approximately one mile south of Brannon Road in Jessamine County to Man O'War Boulevard in Fayette County for a total length of 4.3 miles. The proposed four-lane divided highway follows the existing corridor switching from right to left of the existing roadway to miss historic properties, cemeteries, and subdivisions. Construction cost was \$17 million.
- **Liberty Road, Fayette County, Kentucky** - Phase I and II design of 5.5 miles of urban roadway for Lexington-Fayette Urban County Government on an LPA project. Public involvement played a major part of keeping the project on schedule. A new elementary school was designed and constructed simultaneous to Liberty Road and required coordination with several stakeholders. Section I recently was constructed in two phases at a total cost of \$7.5 million.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

INDUSTRY TENURE

21 Years

BEN EDELEN, P.E., P.L.S.



BEN EDELEN, P.E., P.L.S.

Area Manager | Vice President, HDR Engineering, Inc.

Mr. Edelen has over 30 years of experience on major transportation projects throughout the Commonwealth of Kentucky. Mr. Edelen has been a project manager on over \$600 million in projects. His responsibilities included the design and preparation of plans, supervision of others. Mr. Edelen is responsible for the timely completion of work and quality of the plans.

EXPERIENCE OVERVIEW

- **World Equestrian Games, Statewide Transportation Planning & Design, Fayette County, Kentucky** - HDR Engineering provided transportation planning and design services for the 2010 World Equestrian Games at the Kentucky Horse Park. The HDR led team was selected in 2007 to provide a full range of services that have included traffic modeling, preliminary and final roadway design, agency coordination, GIS, public meetings, utility relocations, stream permitting and traffic management. Transportation was a huge success for the games.
- **KY 4/US 421 Interchange, Fayette County, Kentucky** - The project consisted of providing Phase I & II Design for improvements to the ramps, US 421 and widening KY 4. Ultimate and immediate improvements were identified, designed and estimated. The lower cost immediate improvements were chosen for construction to fit KYTC budgets. Construction of the ramp and US 421 improvements were completed in 2009.
- **US 68, Fayette and Jessamine Counties, Kentucky** - Project engineer for this project with limits that extend from approximately one mile south of Brannon Road in Jessamine County to Man O'War Boulevard in Fayette County for a total length of 4.3 miles. The proposed four-lane divided highway follows the existing corridor switching from right to left of the existing roadway to miss historic properties, cemeteries, and subdivisions. Construction cost was \$17 million.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

Professional Surveyor: KY

INDUSTRY TENURE

30 Years



www.hdrinc.com

CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING PROJECT TEAM

JIM GUINN P.E.



JIM GUINN, P.E.

Sr. Project Manager | Professional Associate, HDR Engineering, Inc.

Mr. Guinn has over 30 years of experience and has been the project engineer or project manager on many transportation projects. His responsibilities included the design and preparation of plans and supervision of others.

EXPERIENCE OVERVIEW

- **US 68 Fayette/Jessamine Counties, Kentucky** – Phase I preliminary alternative design and Phase II final construction plans were prepared for the project. The project limits stretch from approximately one mile south of Brannon Road in Jessamine County to Man O'War Boulevard in Fayette County for a total length of 4.3 miles. An environmental assessment was performed during the Phase I design and a FONSI was approved. Final design was completed in 2004 and the construction was completed in 2006 at a construction cost of \$17 million.
- **US 25 Widening, Madison County, Kentucky** - This project involves the widening of 3.6 miles of rural roadway, beginning south near Skyline Drive and ending to the north at the Richmond Bypass (KY 876). HDR's design met the requirements of the Bluegrass Army Depot, a prominent landmark along a significant portion of the east side of US 25 in the project corridor, while addressing the needs of a mix of land uses including retail, factories, residential, school, and agricultural. The project includes more than 43 properties, of which 18 are businesses. HDR performed maintenance of traffic and construction phasing plans with a focus on providing access to the numerous businesses and properties throughout the project corridor. HDR's design team also prepared traffic analysis studies for the intersection on US 25 at the Richmond, which showed that widening, dual left turn lanes and exclusive right turning lanes were needed to improve the efficiency of the intersection.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

INDUSTRY TENURE

30 Years

JEFF ASH, P.L.S.



JEFF ASH, P.L.S.

Survey Manager, HDR Engineering, Inc.

Mr. Ash serves as Survey Manager for HDR's Kentucky Department, and has over 38 years of surveying experience. His responsibilities include coordination of all survey work for projects supporting highway, water/wastewater, and civil site, in addition to topographic and boundary surveys. He is also responsible for estimating and scheduling surveys, including survey processing and review for quality assurance, and maintaining/tracking project utilizations and deadlines.

EXPERIENCE OVERVIEW

- Establishing existing boundaries and preparation of right of way strip maps/parcels for acquisition on highway projects;
- Providing survey data to support design of projects involving water/waste water treatment plants, water main and sewer lines, and civil and site;
- GPS static/fast static with post-processing to establish aerial and survey control monuments for projects. Civil/Site surveying were performed with conventional methods and GPS RTK surveys when application was appropriate for local site topography;
- ALTA/ACSM Land Title Surveys, Final Record Plats and other boundary surveys were completed throughout Kentucky, Tennessee;
- Management of construction layout for projects with commercial, business, retail, and residential development.

PROFESSIONAL REGISTRATIONS

Professional Surveyor: KY

INDUSTRY TENURE

38 Years

HDR

www.hdrinc.com

CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING PROJECT TEAM

MARK MCINTOSH, P.E.



MARK MCINTOSH, P.E.

Traffic Engineer, HDR Engineering, Inc.

Mr. McIntosh has abundant experience as a project leader and team member for traffic studies, signal design, and intersection field studies during his career.

EXPERIENCE OVERVIEW

- **KYTC District 7, Highways Intersection Studies, Lexington, Kentucky** – Mr. McIntosh prepared nineteen (19) intersection studies in Lexington, Fayette County. These studies included signal warrant and left turn phasing analysis that incorporated highway capacity, accident diagrams, turning movement counts, field calibration and review, signal phasing and recommendations.
- **Richmond Road (U.S. 25) Widening, Lexington, Kentucky** – Designed seven signalized intersections as a sub-consultant Richmond Road has been designed to widen to six lanes, and all intersections required updated signal design. All signals were interconnected to Lexington-Fayette Urban County Government control system.
- **KY 4/US 421 Interchange, Fayette County, Kentucky** – The project consisted of providing Phase I & II Design for improvements to the ramps, US 421 and widen KY 4. Ultimate and immediate improvements were identified, designed and estimated. The lower cost immediate improvements were chosen for construction to fit KYTC budgets. Construction of the ramp and US 421 improvements were completed in 2009.
- **Nicholasville East Bypass - Jessamine County, Kentucky, KYTC - District 7** – Prepared traffic analysis (Synchro and Transyt - 7f) and CORSIM modeling of existing and future conditions of at-grade intersections and single-point diamond interchange associated with the alignments of the East Bypass.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

23 Years

JUSTIN ANDERSON, P.E.



JUSTIN ANDERSON, P.E.

Project Manager, HDR Engineering, Inc.

Mr. Anderson has been involved in the geotechnical aspects of transportation, water and environmental projects as a project engineer and construction observer. His experience covers the analysis, design and construction of deep foundations for bridges, retaining walls, building structures, embankment fills, earth dams, flood control levees, railroad trackbeds and bridge approaches, pavements, rockfall catchments, subgrade stabilization, slope and excavation stability, mine and coal seam location, management of field and laboratory investigations, preparation of geotechnical reports, project specifications, construction plans and cost estimates.

EXPERIENCE OVERVIEW

- **Williamstown Lake Dam Existing Condition Assessment, Williamstown, Kentucky.** HDR contracted with the City of Williamstown, Kentucky to provide an assessment of the existing condition of the Williamstown Lake Dam and the appurtenant spillway. This investigation included performing a visual site reconnaissance to (1) assess the dam's current condition, (2) identify specific areas of concern, and (3) to plan an investigation to evaluate the subsurface conditions at the site. Project responsibilities involved project management, design and preparation of engineering report.
- **Norfolk Southern, Heartlands Corridor, Virginia, West Virginia and Kentucky.** Compiled geotechnical data reports for eight tunnels along the Heartlands Corridor clearance improvement project. This project involved gathering and presenting relevant geotechnical data for proposed clearance improvement methods which included undercutting, raising the tunnel roof and daylighting. Project responsibilities included review and compilation of existing geotechnical and geological information in preparation of Geotechnical Data Reports for each tunnel.

EDUCATION

- Master of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, IA, MD, NE, SD

INDUSTRY TENURE

11 Years

HDR

www.hdrinc.com

CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING PROJECT TEAM

DONNIE HORN, PE., P.L.S.



DONNIE HORN, P.E., P.L.S.

Project Manager, HDR Engineering, Inc.

Mr. Horn, a registered professional engineer and surveyor, has more than 22 years of combined experience in construction, surveying, engineering design, and project management. He is a project manager with HDR and has served in the same capacity on several projects.

EXPERIENCE OVERVIEW

- **South Limestone Streetscape Design Build, Fayette County, Kentucky** – Mr. Horn served as Project Manger for engineering services provided to the contractor for the \$11 million dollar streetscape improvement project in downtown Lexington. The project began at UK's campus and connects the district with a newly improved streetscape. The project involves relocating all overhead utilities underground, reconstructing storm sewer, sanitary sewer, along with streetscape improvements.
- **KYTC World Equestrian Games, Transportation Planning** - During Preliminary design, Mr. Horn worked as project engineer on horizontal and vertical alignments for Ironworks Pike. The preliminary design included studying bus turn around alignments to help determine a transportation plan and roadway improvement plans and assist with the traffic management plan for the games. Final Plans for roadway improvements were submitted and was constructed on schedule.
- **KY 4/US 421 Interchange, Fayette County, Kentucky** - The project consist of providing design services for improvements to the four existing ramps at the New Circle Road/US 421 Interchange and improvements along US 421 to improve traffic congestion. During Preliminary design Mr. Horn worked as project engineer which included verifying survey information for utilities and topography, creating horizontal and vertical alignments for the ramp auxiliary lanes and US 421 and determining right-of-way impacts. The project was constructed during the summer of 2009.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, SC
Professional Surveyor: KY

INDUSTRY TENURE

22 Years

ABBIE JONES, PE., P.L.S.



ABBIE JONES, P.E., P.L.S.

Principal | Project Manager, Abbie Jones Consulting

Ms. Jones has worked in the survey and engineering industry for more than 13 years, and has a solid background in all aspects of survey, project conception, design and implementation with a strong reputation of solid performance and accountability. Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his neuroscience fellowship before moving near his family in Kentucky. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Ms. Jones holds active surveying and engineering licenses in multiple states.

EXPERIENCE OVERVIEW

- **FEMA Mitigation Project– University of Kentucky**- Project surveyor for a floodplain mitigation design project. Phase 1 included approximately 10 acres, nearly 1000 linear feet of stream cross sections, 5 detention ponds, extensive utility locates, and 25 foot grid for the topographic survey.
- **Author for Highway Design Guidance Manual KYTC** - Project manager for the HDGM manual update of survey chapters and related district training that is currently underway.
- **Household Hazardous Waste Facility, Lexington, Kentucky** - Project surveyor for one acre of critical infrastructure and topographic survey with very quick turnaround. Unique site features included avoidance of the fatalities impound yard when collecting manhole information, and a high volume dump truck route.
- **Calvary Baptist Church ALTA/ASCM Survey, Lexington, Kentucky**- Project surveyor for six acres of 38 original platted lots in historic downtown. Extensive boundary research and field work were required for this urban campus. The details of each wall, numbered parking space, building use, and myriad of zoning were complex, but shown in a clear manner.

EDUCATION

- Tennessee Technological University, Bachelor of Civil Engineering, 2000

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, TN, GA
Professional Surveyor: KY, GA

INDUSTRY TENURE

13 Years



www.hdrinc.com



The following is a list of professional references. We encourage you to contact these individuals to learn about our past performance. Detailed descriptions for these clients and similar projects are presented in Section 4 of this submittal.

- **Mr. Bob Bayert, P.E.**, Engineering Section Manager
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3410
bobb@lexingtonky.gov

Similar Projects: Citation Boulevard, Liberty Road, Man O' War Boulevard



- **Mr. Andrew Grunwald, P.E.**, Municipal Engineer Senior
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3597
agrunwal@lexingtonky.gov

Similar Project: Citation Boulevard



- **Mr. Keith Lovan, P.E.**, Municipal Engineer Senior
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3410
klovan@lexingtonky.gov

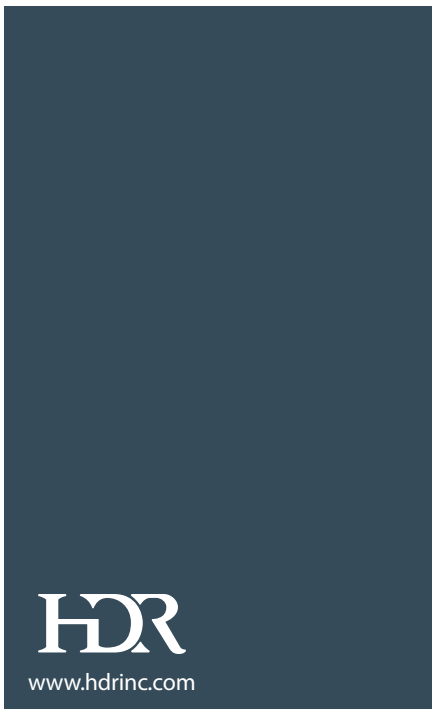
Similar Projects: Liberty Road, Starshoot Parkway

- **Mr. James Ballinger, P.E.**, Chief District Engineer
Kentucky Transportation Cabinet, Department of Highways, District 7
763 West New Circle Road | Lexington, KY 40512 | 859-246-2355
jamese.ballinger@ky.gov

Similar Projects: US 68 Fayette-Jessamine Counties, Kentucky Horse Park World Equestrian Games, US 25 Madison County, New Circle Road Widening

- **Mr. Bob Nunley, P.E.**, Project Development Branch Manager
Kentucky Transportation Cabinet, Department of Highways, District 7
763 West New Circle Road | Lexington, KY 40512 | 859-246-2355
robert.nunley@ky.gov

Similar Projects: US 25 Madison County, US 68 Fayette - Jessamine Counties, Kentucky Horse Park World Equestrian Games, New Circle Road Widening





- 01 | CITATION BOULEVARD
- 02 | LIBERTY ROAD
- 03 | US 68 - FAYETTE & JESSAMINE COUNTIES

SIMILAR DESIGN EXPERIENCE

Abbreviated descriptions for similar projects, including dates, services provided, key personnel involvement, and construction cost, are presented below. Client references for these projects are presented in Section 3 of this submittal.

01 | CITATION BOULEVARD

Lexington-Fayette Urban County Government | Lexington, KY

Dates of Service: 1996-2013

Key Personnel: Joe Cochran, P.E. | Ben Edelen, P.E., P.L.S. | Jim Guinn, P.E. | Jeff Ash, P.L.S.

Services Provided: Preliminary Engineering | Design | Environmental Services | Surveying | Plats

Description of Services Provided: This project involved the preparation of a Design Study Report and Phase I and II plans for a highway 5.2 miles in length. Citation Boulevard is a four-lane divided arterial highway from Leestown Road to Newtown Pike. Six alternate alignments with various combinations were evaluated as part of a corridor location study from west of Leestown Road to Coldstream Farm. As alternates were developed, meetings were held involving LFUCG and KDOH. Access control alternatives were studied as part of the project. HDR determined a preferred alignment during the study phase which concluded with the approval of the preliminary line and grade plans and met a fast-track deadline for final plans. The FONSI was approved in May 1998, and final plans were complete in July 1998. Construction of Section 1 (Newtown Pike to Georgetown Rd.) of the project began in the fall of 1998 and is open to traffic. Water quality was a major emphasis. A dual storm system was designed to separate paved surface runoff from vegetative runoff. Stormceptors and bio-basins were utilized to improve the water quality. Section 2 from Leestown Rd. to Georgetown Rd. is currently under construction.

Construction Cost: \$10,000,000 - Section 1; \$23,000,000 - Section 2

02 | LIBERTY ROAD

Lexington-Fayette Urban County Government | Lexington, KY

Dates of Service: 2001-2009

Key Personnel: Joe Cochran, P.E. | Ben Edelen, P.E., P.L.S. | Jim Guinn, P.E. | Mark McIntosh, P.E. | Jeff Ash, P.L.S.

Services Provided: Preliminary Engineering | Design | Environmental Services | Public Involvement | Traffic Signal Design | Surveying

Description of Services Provided: This project consisted of preparing preliminary plans complete with an environmental documentation (Phase I Design) and completing Final Design for Section I. The project was complex due to the changing typical sections and designing the improvements to limit impacts to the existing corridor. The project was an urban design with curb and gutter and fluctuated from a four-lane grass median divided roadway to a three-lane section. All typicals incorporate a bike lane. Many public meetings and neighborhood participation created a positive public response and provided a context-sensitive design that has public approval. The Phase I Design was completed for all three sections of Liberty/Todds Road and culminated with a Categorical Exclusion for the project. The Final Design of Section I began when the Phase I design was completed. Section I was broken into two subsections.

Construction Cost: \$10,500,000 – Section 1

03 | US 68 FAYETTE & JESSAMINE COUNTIES

Kentucky Transportation Cabinet, District 7, Lexington, KY

Dates of Service: 1997-2001

Key Personnel: Ben Edelen, P.E., P.L.S. | Jim Guinn, P.E. | Joe Cochran, P.E. | Jeff Ash, P.L.S.

Services Provided: Design | Surveying | Public Involvement | Environmental Services | Traffic Signal Design

Description of Services Provided: Project limits extend from approximately one mile south of Brannon Road in Jessamine County to Man O' War Boulevard in Fayette County. The preferred alignment follows the existing two-lane US 68, and thereby required great ingenuity to minimize impacts. Services provided by the HDR team included alignment studies, environmental, roadway design, structural design, and public hearings. Because of constant development along the corridor, changes had to be incorporated throughout the planning process. Phase I of the project was completed in May 1996 with an approved FONSI. The project involved intricate environmental analysis which included stream crossings, historic sites and a section 4f mitigation plan. The Environmental Process was interwoven with the preliminary design. Seven

CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING

SIMILAR PROJECTS



04

prominent historic and archeological sites located within a heavily developing corridor challenged the design team to balance the needs of the development community with the historic preservation of the corridor. A combination of avoidance and mitigation along with community buy-in produced a project that all stakeholders were proud of. Bikeway planning was also part of the community design. Coordination with the Lexington MPO produced a plan that provided connectivity for surrounding neighborhoods.

Construction Cost: \$17,000,000

04 | WORLD EQUESTRIAN GAMES

Kentucky Transportation Cabinet, District 7, Kentucky Horse Park, Lexington, KY

Dates of Service: 2007-2010

Key Personnel: Ben Edelen, P.E., P.L.S | Joe Cochran, P.E. | Donnie Horn, P.E., P.L.S. | Mark McIntosh, P.E.

Services Provided: Surveying | Preliminary Design | Structural Analysis/Design | Hydraulic Design | Inlet Modifications | Plan/Spec Development | On-Site Resident Engineering

Description of Services Provided: HDR Engineering, Inc. provided transportation planning and design services for the 2010 World Equestrian Games (WEG) at the Kentucky Horse Park in Lexington, Kentucky. The HDR led team was selected in 2007 to provide a full range of services that included traffic modeling, preliminary and final roadway design, agency coordination, GIS, public meetings, utility relocations, stream permitting and traffic management. HDR was extremely successful in coordinating with the District 7 staff in delivering 14 letter agreement assignments ranging from the initial traffic models to final design of roadway improvements for the Iron Works Pike I-75 Interchange, and internal park roadways. Final roadway improvement plans were delivered to KYTC and the Finance and Administration Cabinet for March/April lettings. The plans and permits were delivered on an aggressive schedule since the planning was constantly evolving for the event. Other letter agreement assignments included preparation of an Interchange Modification Report, permitting, roadway design, traffic analysis, and extensive coordination with a multitude of federal, state, and local agencies, including WEG officials, the Kentucky Horse Park, Lexington Fayette Urban County Government and FHWA. All assignments were successfully completed on time.

Total Project Construction Cost: \$8,000,000



05

05 | US 25 MADISON COUNTY

Kentucky Transportation Cabinet, District 7, Richmond, KY

Dates of Service: 2010 - Present

Key Personnel: Jim Guinn, P.E. | Ben Edelen, P.E., P.L.S | Joe Cochran, P.E. | Jeff Ash, P.L.S.

Services Provided: Surveying | Preliminary Design | Design | Hydraulic Design | Public Involvement | Surveying

Description of Services Provided: Maintenance of traffic and construction phasing plans were developed with a focus on providing access to the numerous businesses and properties throughout the project corridor. Our design engineers paid special attention to details that affected the maintenance of traffic, ensuring a smooth and efficient MOT and construction phasing could be managed. Traffic analysis studies for the intersection on US 25 at the Richmond Bypass were prepared by our staff. These showed that widening, dual left turn lanes and exclusive right turning lanes were needed to improve the efficiency of the intersection. The US 25 project was ultimately split into two separate construction sections for funding reasons. The priority section on the north end from Bryson Way to the Richmond Bypass utilizes a 5-lane urban typical section, and included the dual left turn lanes and exclusive right lanes mentioned above. Design for this section has been completed and was let for construction in the fall of 2011.

Construction Cost: \$8,000,000 (urban section)



06

06 | MAN O' WAR BOULEVARD

Kentucky Transportation Cabinet, District 7, Lexington, KY

Dates of Service: 1986-1990

Key Personnel: Ben Edelen, P.E., P.L.S | Jim Guinn, P.E. | Jeff Ash, P.L.S.

Services Provided: Preliminary Engineering | Design | Permits & Easement Descriptions | Field Surveying | Bidding Assistance

Description of Services Provided: Man O' War Boulevard is a 17-mile urban arterial highway that begins on US 60 west of Lexington at Blue Grass Airport and extends south of the city to an interchange with I-75 on the east. The scope of services provided over a period of approximately 12 years included producing location studies for all 17 miles of urban four-lane highway, conducting public hearings, and obtaining final approval by LFUCG and KDOH. Field surveys, final plans for roadway, structures and right-of-way were also performed. This project required the consultant to work jointly with LFUCG and KDOH to provide an alignment that fit local government's needs, while still maintaining a design criteria that was approved by the KDOH. A major emphasis of the project was the location and alignment for maintaining adequate access for the public needs, while allowing for land management of the large tracts of privately-owned land. Man O' War Boulevard is considered the cornerstone for all new development along the south side of Lexington-Fayette County. Man O' War Boulevard also intersects with I-75 on the east, requiring a full service interchange. The interchange was a full diamond with an additional loop on-ramp on the southeast quadrant. The loop was required due to a high volume of left turn traffic. The interchange and resulting I-75 improvements met all current AASHTO and KDOH standards.

Construction Cost: \$27.5 million

04 | WORLD EQUESTRIAN GAMES

05 | US 25 MADISON COUNTY

06 | MAN O' WAR BOULEVARD



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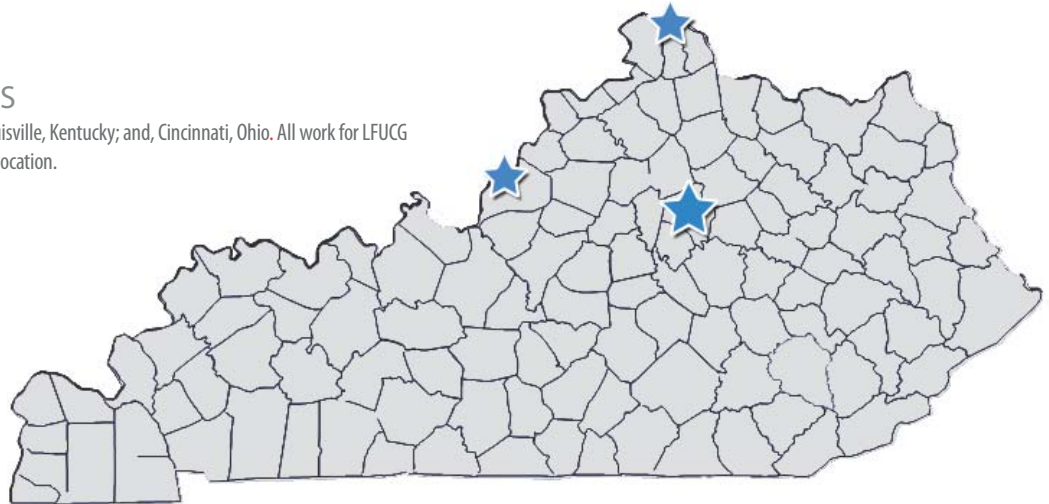
CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING

SECTION 5 | LOCAL OFFICE LOCATIONS

HDR ENGINEERING, INC. LOCAL OFFICE LOCATIONS

HDR maintains local offices in Lexington and Louisville, Kentucky; and, Cincinnati, Ohio. All work for LFUCG will be performed by the HDR Team's Lexington location.

★ = Lexington, Louisville, and Cincinnati



PRIME CONSULTANT HDR ENGINEERING, INC.

| | |
|--|---|
| Firm Name: | HDR ENGINEERING, INC. (HDR) |
| Local Address: | 2517 Sir Barton Way Lexington, KY 40509 |
| Local Phone No. Fax No.: | (859) 629-4800 (859) 629-4801 |
| Date Established: | 1989 |
| No. Of Local Employees Utilization: | 65 90% |

SUBCONSULTANTS

ThirdRock Consultants | Environmental, Permitting, & SWPPPs

| | |
|--|--|
| Local Address: | 2526 Regency Road, 180 Lexington, KY 40503 |
| Local Phone No. Fax No.: | (859) 977-2000 (859) 977-2001 |
| Date Established: | 2000 |
| No. Of Local Employees Utilization: | 26 5% |

Abbie Jones Consulting | Permits, SWPPPs, Field Surveying

| | |
|--|--|
| Local Address: | 1022 Fontaine Road Lexington, KY 40502 |
| Local Phone No.: | (859) 559-3443 |
| Date Established: | 2011 |
| No. Of Local Employees Utilization: | 5 5% |

Consulting Services, Inc. | Geotechnical Investigation

| | |
|--|---|
| Local Address: | 858 Contract Street Lexington, KY 40505 |
| Local Phone No. Fax No.: | (859) 309-6021 (888) 792-3121 |
| Date Established: | 2009 |
| No. Of Local Employees Utilization: | 41 As Needed |

CONTRACT 1 | ROADWAY CORRIDOR & INTERSECTION DESIGN/PLANNING

SECTION 6 | DBE/WBE INVOLVEMENT



THIRD ROCK CONSULTANTS

Third Rock Consultants, LLC (Third Rock), with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee was established in the fall of 2000 in response to the increased need for innovative, yet professional environmental consulting services. Third Rock is recognized as a leading environmental firm in our region, achieving this distinction through a combination of superior technical skills and commitment to meeting our clients' needs.

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

As demonstrated in Section 2 of this submittal, Third Rock will be responsible for environmental support, permit applications, and SWPPPs. **Gerry Fister**, a Third Rock Project Administrator and professional geologist will be a key member of HDR's project team. Gerry's extensive understanding of the regulations governing the NEPA process, knowledge of a wide range of regulatory programs, and a broad background in the application of environmental science make him a valuable asset to HDR's project team.



Abbie Jones Consulting (AJC) is a certified disadvantaged business enterprise (DBE), specializing in providing sustainable professional engineering. AJC staff have worked in multiple states and we leverage the ideas and thorough knowledge of regulations to benefit our local clients. AJC currently has one professional engineer, an engineer-in-training, and a draftsman/crew chief. AJC holds certifications in erosion control (KPESC-RI) and floodplain management (CFM). AJC staff have authored sustainable texts: ordinances, municipal design policies, and committee-written design manuals. AJC's positive outcomes with local authorities are a result of civil service experience and a "we're here to help YOU" perspective. Professional services include:

Professional Land Surveying

- Construction Staking
- Boundary Surveys
- Control and Panel Points
- Floodplain and Hydrographic Surveying
- Training Courses
- Topographic Surveys
- Asbuilt and ALTA Surveys
- House Stakeouts and Lot Surveys
- Elevation Certificates

Professional Engineering

- Utility Coordination
- Permitting
- Urban Highway Design
- Traffic Counts
- Erosion Control Designs & Insp.
- Rural Highway Design
- Bike and Pedestrian Design
- Training Courses

Appendix A | **AFFIDAVIT**

Comes the Affiant, HDR Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

Ben R. Edelen

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ben R. Edelen on this the 26th day of March, 2014.

My Commission expires: 10/16/2016

 Robyn Cheatham
NOTARY PUBLIC, STATE AT LARGE

Appendix B | **WORKFORCE ANALYSIS**

WORKFORCE ANALYSIS FORM

Name of Organization: HDR Engineering, Inc./KY-TN Area

Date: 3/12/2014

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|-----------------------------|-------|-------|----|--------|---|-------|---|-------|---|-------|----|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators and Managers | 18 | 16 | 2 | | | | | | | 16 | 2 |
| Professionals | 72 | 63 | 8 | | | | 1 | | | 63 | 9 |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foreman | | | | | | | | | | | |
| Technicians* | 26 | 23 | 1 | | | 2 | | | | 25 | 1 |
| Protected Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | 7 | | 6 | | | | 1 | | | | 7 |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total | 123 | 102 | 17 | | | 2 | 2 | | | 104 | 19 |

* Includes temporaries

Prepared by: Patty Van Vooren, Kentucky Diversity Officer

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

HDR ENGINEERING, INC.

Name of Business



Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to race, color, sex, sexual orientation, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status or Vietnam Era Veteran, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Richard A. O'Gara, Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

HDR, Inc.

8404 Indian Hills Drive
Omaha, NE 68114-4049

Phone (402) 399-1000
Human Resources Fax (402) 548-5002
<http://hr.intranet.hdr/>

09.05.04

HDR Engineering, Inc. Affirmative Action Plan

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

Employee Referral Program - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

Tuition Reimbursement - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

Job Posting - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

Performance Appraisal and Development Program - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company.

HDR Engineering, Inc.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

3/13/2014

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No. Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : | Hartford Fire Insurance Company | 19682 |
| INSURER B : | St. Paul Fire and Marine Insurance Company | 24767 |
| INSURER C : | Sentinel Insurance Company, Ltd. | 11000 |
| INSURER D : | Zurich American Insurance Company | 16535 |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 12823272 **REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | Y | Y | 37CSEQU0950 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A A A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | 37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA) | 6/1/2013 6/1/2013 6/1/2013 | 6/1/2014 6/1/2014 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | ZUP-10R64084-13-NF (EXCLUDES PROF. LIAB) | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX |
| C C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | Y | 91WEOH1000 (AOS) 91WBOH1760 (HI) | 7/1/2013 7/1/2013 | 7/1/2014 7/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | ARCH & ENG PROFESSIONAL LIABILITY | N | N | EOC9260026-06 | 6/1/2013 | 6/1/2014 | PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 13-2014 PROFESSIONAL ENGINEERING SERVICES. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

12823272

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 ATTENTION: THERESA MAYNARD
 200 EAST MAIN STREET
 ROOM 338, GOVERNMENT CENTER
 LEXINGTON KY 40507

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

AUTHORIZED REPRESENTATIVE

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.

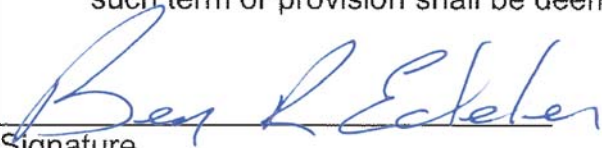
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

3/26/14

Date

Lexington-Fayette Urban County Government
 MBE/WBE Participation Form

1) Identification of Participating MBE/WBEs

| MBE/WBE Name, Address & Phone | Work to be Performed | Dollar Value of Work | % Value of Total Contract |
|---|---|-------------------------|------------------------------|
| 1. ThirdRock Consultants 2526 Regency Rd, Suite 180 Lexington, KY 859-977-2000 | <ul style="list-style-type: none"> • Environmental Support Services • Permits • SWPPPs | TBD | 5% |
| 2. Abbie Jones Consulting 1022 Fontaine Rd Lexington, KY 40502 859-559-3443 | <ul style="list-style-type: none"> • Permits • SWPPPs • Field Surveying | TBD | 5% |
| | | | |
| | | | |

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: HDR Engineering, Inc.

Date: March 26, 2014

By: 

Title: Vice President

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2014

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.

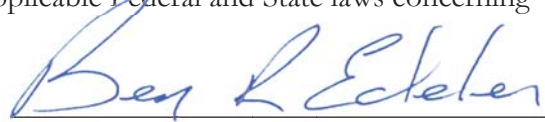
_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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.

HDR ENGINEERING, INC.

Company



Company Representative

3/26/14

Date

Area Manager | Vice President

Title

Project Team Location(s)

CONTRACT 1 - ROADWAY CORRIDOR AND INTERSECTION DESIGN/PLANNING

| Prime Consultant | Location (City, State) | Date Office Established | Total Number of Employees | No. of Employees expected to work on DOE projects |
|-------------------------|---------------------------------|--------------------------------|----------------------------------|--|
| Headquarters | Omaha, NE | 1917 | 8,600 | 40 |
| Local Office | Lexington, KY | 1989 | 65 | 40 |
| PM Location | Lexington, KY | | | |
| | | | | |
| SubConsultants | | | | |
| Name: | ThirdRock Consultants, Inc. | January 2000 | 26 | 3 |
| Service Provided | Environmental, Permits, SWPPPs | | | |
| Headquarters | Lexington, KY | January 2000 | 26 | 3 |
| Local Office | Lexington, KY | January 2000 | 26 | 3 |
| | | | | |
| Name: | Abbie Jones Consulting | May 2011 | 5 | 5 |
| Service Provided | Permit, SWPPPs, Field Surveying | | | |
| Headquarters | Lexington, KY | May 2011 | 5 | 5 |
| Local Office | Lexington, KY | May 2011 | 5 | 5 |
| | | | | |
| Name: | Consulting Services, Inc. | 2009 | 43 | 9 |
| Service Provided | Geotechnical Services | | | |
| Headquarters | Lexington, KY | 2009 | 31 | 9 |
| Local Office | Lexington, KY | 2009 | 31 | 9 |
| | | | | |

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: | | 20 | |
| | 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): | | | |
| Final Technical Score | | | 100 | |

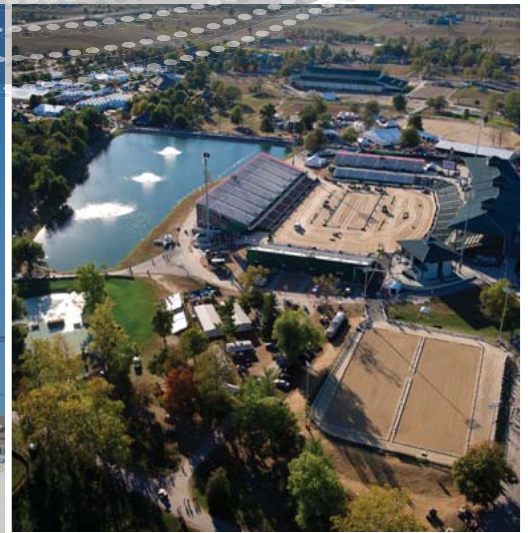
Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit _____
 Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____

Comments:

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



statement of qualifications

RFP # 13-2014 | Professional Engineering Services for

CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW

FOR DOE MANUAL COMPLIANCE

Lexington-Fayette Urban County Government

March 26, 2014

HDR Local Services Overview

Transportation

- Alignment Studies
- Grade and Drainage
- Streetscape Design
- Parks/Playgrounds/ Golf Courses
- Highways/Airports/Traffic Engineering
- Site Landscaping
- Structural Design

Geotechnical

- Investigation
- Analysis
- Design

Civil/Site Development

- Planning/Design
- Surveying/GPS
- Industrial & Commercial Sites
- Recreational Facilities
- Mapping/GIS
- Public Involvement

Stormwater

- Master Plans
- Conveyance Systems
- Utility Formation
- NPDES Permits
- Mapping/Ordinances
- Retention/Detention Basins

GIS

- Data Collection/Creation/Conversion
- Spatial Analysis
- Development/Integration
- Cartography
- GPS

Construction/Operations

- Contract Administration
- Scheduling
- Shop Drawing Reviews
- Resident Representatives

HDR ENGINEERING, INC.

To provide construction drawings review for DOE manual compliance, LFUCG needs a consultant that makes Quality Control a priority. HDR prides itself on doing things the right way all the time. Quality is a way of life at HDR and we have a very robust Quality Control program in place to assure that our clients can rely on us to deliver a quality product. Every deliverable produced by us gets reviewed by a qualified person (or persons) in our organization that has not been involved in the production of the deliverable and that reviewer has to sign off on the deliverable before it goes to the client. HDR has been connected with LFUCG for many years (beginning in our days as Quest Engineers) and we have vast experience and knowledge of the LFUCG Engineering Manuals. We have the ability to do appropriate reviews of construction documents provided to LFUCG by others for compliance with the Engineering Manuals and our quality culture will drive us to give LFUCG an honest appraisal of those documents regardless of who prepared them.

HDR HISTORY

Headquartered in Omaha, Nebraska, HDR was founded in 1917, and maintains regional offices in Lexington and Louisville, Kentucky; Cincinnati and Columbus, Ohio; and, Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design infrastructure that meets the community’s needs.

This year, HDR celebrates its 97th anniversary of providing engineering and architectural services to its clients. We have grown from a small municipal engineering firm to a No. 11 ranking in 2013 by “Engineering News Record (ENR)” as one of the Top 500 Design Firms. More importantly, HDR was ranked No. 6 in Highway Firms by ENR in 2013. Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.

[Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.]

Today, HDR employs approximately 8,600 professional and support staff in 210 offices nationwide, including approximately 150 professionals and support staff in our Kentucky and Ohio offices. Our regional offices provide our clients a full range of services, including transportation, civil/site development, stormwater, GIS, construction services, geotechnical engineering, and structural design.

While HDR’s services have evolved to meet increasingly complex challenges ranging from nanotechnology to infrastructure security, one thing that hasn’t changed is our commitment to the values upon which HDR was founded. These values include respect, integrity, empowerment, innovation, teamwork, and responsibility. HDR’s mission is to be an excellent professional firm known for vision, value and service to our clients, our communities, and employees.

FIRM QUALIFICATIONS

The local staff of HDR has enjoyed a 36-year relationship with Lexington-Fayette Urban County Government (LFUCG). Our Lexington office is located in Hamburg Place on Sir Barton Way. HDR designed Sir Barton Way. Our project team members have more than 30 years of roadway project design experience for LFUCG, including: Citation Boulevard Study, Section I and Section II Design, Phase I Design and Environmental Assessment (EA); Liberty Road Study, Preliminary Design, and Section I Final Design; Starshoot Parkway Extension; Limestone Street; Clays Mill Widening at Man O’ War Boulevard; Expansion Area Boulevard Design Study Report; Man O’ War Boulevard; Martin Luther King Jr. Boulevard; and Cornwall Drive Culvert, Trinity Road Storm Water Improvements, and Halifax Culvert Improvements. This experience has involved a variety of projects with cumulative construction costs exceeding \$160 million. These projects were performed on schedule and within budget. Further discussion of projects can be found in Section 4 of this document.



CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE FIRM QUALIFICATIONS

HDR Local Services Overview (*continued*)

Construction/Operations

- Operation & Maintenance Manuals
- Training & Start-up
- Operations Assistance
- Construction Management

Funding Assistance

- Source Identification
- Application Preparation
- Program Administration

Electrical/Instrumentation

- SCADA Systems
- Fiber Optics/Data Networks
- Instrumentation & Controls
- Security/Access Control Systems
- Communication Systems
- Power Distribution/Lighting

Water/Wastewater

- Facilities Plans/Preliminary Studies
- System Analysis/Review
- Sewer System Evaluation
- Sewer Rehabilitation
- Gravity Sewers/Force Mains
- Pump Stations
- Sanitary Sewer Modeling
- Wastewater/Water Treatment
- CSOs/SSOs
- Equalization Basins

ABBIE JONES CONSULTANTS (*DBE Subconsultant*)

Abbie Jones Consulting began in May 2011 with a vision to provide surveying, engineering, and training. Our clear understanding of the end user drives our data collection methods and deliverables. We understand what engineers, GIS managers, and government officials need. Because we know what data needs to be collected, we rarely need to go back to pick up additional data. Our clear understanding of how survey information will be used, provides our teammates and clients with on-time, within-budget solutions. As a DBE firm, we expect to work hard helping our teammates.

Ms. Jones is co-author and project manager for the surveying training courses under development for each Kentucky Transportation Cabinet (KYTC) district office. Our staff has extensive experience in Fayette County including two recent LFUCG surveys. Traditional methods for topography, leveling, staking, and other survey tasks are also part of our capabilities. Our crews are familiar with hydrographic surveying using a variety of techniques with traditional waders, kayaks, and shallow draft boats. We are very familiar with easements, property descriptions, boundary surveys, and ALTA/ACSM surveys. Our staff works in both AutoCAD and Microstation platforms to meet the various needs of our agency clients.



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OVERVIEW

We understand that the goal of Lexington-Fayette Urban County Government (LFUCG) is to select a competent team capable of producing a quality project on-schedule and within budget. Once the team is selected, the success of your project will be determined by the individuals you work with on a day-to-day basis. Our philosophy is to develop a “team approach” that combines our most experienced professionals with LFUCG representatives to obtain effective solutions. Therefore, a multi-disciplined team has been organized with the necessary expertise to address each project component. The organization chart presented in Figure 2-1 may be cross-referenced with Table 2-1 to review team member locations, project responsibilities, and individual qualifications.

Figure 2-1 PROJECT TEAM ORGANIZATIONAL CHART

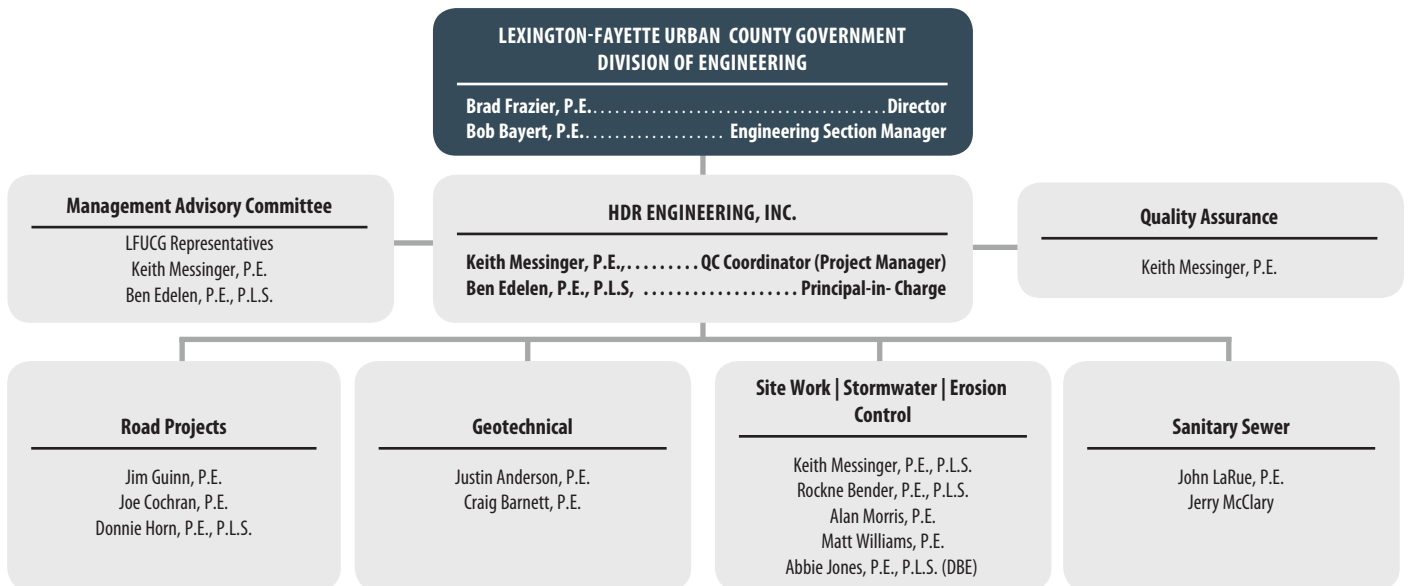


Table 3-1 KEY PERSONNEL

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|---|--------|-------------------|--|--|
| Keith Messinger, P.E., P.L.S. HDR Lexington, KY | Quality Control Coordinator Project Manager | BSCE | 33 | Prof. Eng. KY, IN Prof. Surveyor KY | Project Manager Day-to-Day Contact, MAC ¹ Meetings |
| Ben Edelen, P.E., P.L.S. HDR Lexington, KY | Area Manager Vice President | BSCE | 30 | Prof. Eng. KY, OH Prof. Surveyor KY | Principal-in-Charge MAC ¹ Meetings |
| Matt Williams, P.E. HDR Lexington, KY | Civil/Site Section Manager | BSCE | 8 | Prof. Eng. KY | Project Engineer Site Work Stormsewer Erosion Control |
| Rockne Bender, P.E., P.L.S. HDR Lexington, KY | Project Engineer | MSCE | 32 | Prof. Eng. KY Prof. Surveyor KY | Project Engineer Site Work Storm Sewer Erosion Control |
| Alan Morris, P.E. HDR Lexington, KY | Roadway Engineer Construction Admin. | BSCE | 37 | Prof. Eng. KY | Project Engineer Site Work Storm Sewer Erosion Control |

CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE PROJECT TEAM

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|--------------------------------|--------|-------------------|--|---|
| Jim Guinn, P.E. HDR Lexington, KY | Sr. Project Manager | BSCE | 30 | Prof. Eng. KY, OH | Project Engineer Road Projects |
| Joe Cochran, P.E. HDR Lexington, KY | Hwy. Section Manager | BSCE | 21 | Prof. Eng. KY, OH | Project Engineer Road Projects |
| Donnie Horn, P.E., P.L.S. HDR Lexington, KY | Project Manager | BSCE | 22 | Prof. Eng. Prof. Surveyor KY, SC KY | Project Engineer Road Projects |
| Justin Anderson, P.E. HDR Lexington, KY | Project Manager | MSCE | 11 | Prof. Eng. NE, MD | Project Engineer Geotechnical |
| Craig Barnett, P.E. HDR Lexington, KY | Geotechnical Engineer | BSCE | 8 | Prof. Eng. KY | Project Engineer Geotechnical |
| John LaRue, P.E. HDR Lexington, KY | Project Manager | MSCE | 39 | Prof. Eng. KY, OH | Project Engineer Sanitary Sewer |
| Jerry McClary HDR Lexington, KY | Project Manager | BS | 32 | Licensed Class IV WW Operator KY | Project Engineer Sanitary Sewer |
| Abbie Jones, P.E., P.L.S. Abbie Jones Lexington, KY | Principal Project Manager | BSCE | 13 | Prof. Eng. Prof. Surveyor KY, TN, GA KY, GA | Project Engineer Site Work Storm Sewer Erosion Control |

Note: ¹MAC - Management Advisory Committee

RESUMES

Due to page limitations, abbreviated resumes for key team members have been included on the following pages. Detailed resumes for all project team members are available upon request.

CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE PROJECT TEAM

KEITH MESSINGER, P.E., P.L.S.



KEITH MESSINGER, P.E., P.L.S.

Quality Control Coordinator | Project Manager, HDR Engineering, Inc.

Mr. Messinger serves as the Quality Control Coordinator and he has more than 33 years of experience. His responsibilities include assuring quality control procedures are in place, and review of plans and bidding documents/specifications.

EXPERIENCE OVERVIEW

- **Kentucky Horse Park Indoor Event Arena, Lexington, KY.** Participated as the design civil engineer for the architect design team to plan, design and produce plans to construct the new Indoor Event Arena for the Kentucky Horse Park in preparation for the 2010 World Equestrian games, a \$36 million project. Responsible for site storm water/detention/storm water quality design, site sanitary sewer design, site water main/fire service/domestic service design and site erosion control design. Working with all design team professionals to meet client needs. Project was completed in 2009.
- **Kentucky Horse Park Outdoor Stadium, Lexington, KY.** Participated as the design civil engineer for the architect design team to plan, design and produce plans to construct a replacement outdoor stadium for the Kentucky Horse Park as part of the preparations ongoing for the 2010 World Equestrian Games, a \$21 million project. Responsible for site storm water, site sanitary sewer, off site sanitary sewer, site and off site water designs as well as erosion control. Have also served as coordination conduit between this project and other projects at the Park to make all projects merge together and provide the client with good finished products. Meetings with governmental agencies and utility companies for coordination.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, IN

Professional Surveyor: KY

INDUSTRY TENURE

33 Years

BEN EDELEN, P.E., P.L.S.



BEN EDELEN, P.E., P.L.S.

Area Manager | Vice President, HDR Engineering, Inc.

Mr. Edelen has over 30 years of experience on major transportation projects throughout the Commonwealth of Kentucky. Mr. Edelen has been a project manager on over \$600 million in projects. His responsibilities included the design and preparation of plans, supervision of others. Mr. Edelen is responsible for the timely completion of work and quality of the plans.

EXPERIENCE OVERVIEW

- **World Equestrian Games, Statewide Transportation Planning & Design, Fayette County, KY** – HDR Engineering provided transportation planning and design services for the 2010 World Equestrian Games at the Kentucky Horse Park. The HDR led team was selected in 2007 to provide a full range of services that have included traffic modeling, preliminary and final roadway design, agency coordination, GIS, public meetings, utility relocations, stream permitting and traffic management. Transportation was a huge success for the games.
- **KY 4/US 421 Interchange, Fayette County, KY**- The project consisted of providing Phase I & II Design for improvements to the ramps, US 421 and widening KY 4. Ultimate and immediate improvements were identified, designed and estimated. The lower cost immediate improvements were chosen for construction to fit KYTC budgets. Construction of the ramp and US 421 improvements were completed in 2009.
- **US 68, Fayette and Jessamine Counties, KY** - Project engineer for this project with limits that extend from approximately one mile south of Brannon Road in Jessamine County to Man O' War Boulevard in Fayette County for a total length of 4.3 miles. The proposed four-lane divided highway follows the existing corridor switching from right to left of the existing roadway to miss historic properties, cemeteries, and subdivisions. Construction cost was \$17 million.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

Professional Surveyor: KY

INDUSTRY TENURE

30 Years

HDR

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CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE PROJECT TEAM

MATTHEW WILLIAMS, P.E.



MATTHEW WILLIAMS, P.E.

Civil Section Manager, HDR Engineering, Inc.

Matt Williams is manager of HDR's Site/Civil and Land Development section. He has extensive experience in design and project management in a multitude of disciplines including but not limited to Transportation, Bridges, Site Development, Grading, Hydrology, Hydraulics, Stream Modeling, and Abandoned Mine Lands. Matt excels in client management and has the skills and knowledge capable of producing a project on time and on budget.

EXPERIENCE OVERVIEW

- **Hyatt Place Hotel, Lexington, Kentucky;** Project included a LFUCG development plan and site civil plans for a new hotel. Responsible for the design of the grading, drainage, site layout, and utilities for the project. Also in charge of plan preparation along with coordinating with the contractor during construction.
- **S&S Tire, Lexington, Kentucky;** Project included site civil design of a new S&S Tire facility. Responsible for the complete design of the project including permits. Lead engineer on the project in charge of all aspects.
- **Pleasant Ridge Shopping Center, Lexington, Kentucky;** Project included a LFUCG development plan, grading permit and site civil design for a shopping center on approx. 2 acres. Responsible for the complete design of the project including, grading, drainage, site layout, and utilities.
- **Pike County Energy Technology Institute, Pike County, Kentucky;** Project included the site civil design of a technical school. Responsible for the complete design of the project including grading, drainage, site layout, along with an access road to the site.
- **Pike County Judicial Center, Pikeville, Kentucky;** Sub to an architect to perform the site civil services. This project also had to be LEED certified. Project manager.

EDUCATION

Bachelor of Science, Civil Engineering,
University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

8 Years

ALAN MORRIS, P.E.



ALAN MORRIS, P.E.

Project Engineer, HDR Engineering, Inc.

Mr. Morris' duties with HDR include civil/site design with the Transportation Group including project management and AutoCAD design. Mr. Morris also works extensively with preparation and implementation of Storm Water Best Management Plans for construction projects to assure compliance with federal, state, and local regulations. Mr. Morris also assists with inspections on various project including roadway and sewer construction and railroad rail replacement and bridge painting.

EXPERIENCE OVERVIEW

- **Kentucky Horse Park Outdoor Arena-Sanitary Sewer, Lexington, KY.** Served as Design Team Member and assisted with planning, design, and production of plans to construct a replacement outdoor stadium for the Kentucky Horse Park as part of the preparations for the 2010 World Equestrian Games.
- **Lexington-Fayette Urban County Government, Division of Engineering - Engineering Section Manager for New Development** — Manager for all Residential and Commercial Land development for Fayette County related to plan review, development plans and record plats. Served as Engineering Advisor to the LFUCG Planning Commission. Responsible for Water Quality and compliance with Kentucky Division of Water and EPA Regulations.
- **Lexington-Fayette Urban County Government, Division of Engineering Municipal Engineer Senior** – responsibilities included:
 - New Development — Chief Plan Reviewer for construction plans / Storm and Sanitary, Detention Requirements and Roadways. Coordinator for New Engineering Manuals for Fayette County.
 - Project Engineer — New Landfill Liner Construction, Permitting New Landfill and Landfill Operation.

EDUCATION

Bachelor of Science, Civil Engineering,
Western Kentucky University

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

37 Years

HDR
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CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE PROJECT TEAM

JUSTIN ANDERSON, P.E.



JUSTIN ANDERSON, P.E.

Project Manager, HDR Engineering, Inc.

Mr. Anderson has been involved in the geotechnical aspects of transportation, water and environmental projects as a project engineer and construction observer. His experience covers the analysis, design and construction of deep foundations for bridges, retaining walls, building structures, embankment fills, earth dams, flood control levees, railroad trackbeds and bridge approaches, pavements, rockfall catchments, subgrade stabilization, slope and excavation stability, mine and coal seam location, management of field and laboratory investigations, preparation of geotechnical reports, project specifications, construction plans and cost estimates.

EXPERIENCE OVERVIEW

- **Williamstown Lake Dam Existing Condition Assessment, Williamstown, Kentucky.** HDR contracted with the City of Williamstown, Kentucky to provide an assessment of the existing condition of the Williamstown Lake Dam and the appurtenant spillway. This investigation included performing a visual site reconnaissance to (1) assess the dam's current condition, (2) identify specific areas of concern, and (3) to plan an investigation to evaluate the subsurface conditions at the site. Project responsibilities involved project management, design and preparation of engineering report.
- **Norfolk Southern, Heartlands Corridor, Virginia, West Virginia and Kentucky.** Compiled geotechnical data reports for eight tunnels along the Heartlands Corridor clearance improvement project. This project involved gathering and presenting relevant geotechnical data for proposed clearance improvement methods which included undercutting, raising the tunnel roof and daylighting. Project responsibilities included review and compilation of existing geotechnical and geological information in preparation of Geotechnical Data Reports for each tunnel.

EDUCATION

- Master of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, IA, MD, NE, SD

INDUSTRY TENURE

11 Years

DONNIE HORN, PE., P.L.S.



DONNIE HORN, P.E., P.L.S.

Project Manager, HDR Engineering, Inc.

Mr. Horn, a registered professional engineer and surveyor, has more than 22 years of combined experience in construction, surveying, engineering design, and project management. He is a project manager with HDR and has served in the same capacity on several projects.

EXPERIENCE OVERVIEW

- **South Limestone Streetscape Design Build, Fayette County, KY** – Mr. Horn served as Project Manager for engineering services provided to the contractor for the \$11 million dollar streetscape improvement project in downtown Lexington. The project began at UK's campus and connects the district with a newly improved streetscape. The project involves relocating all overhead utilities underground, reconstructing storm sewer, sanitary sewer, along with streetscape improvements.
- **KYTC World Equestrian Games, Transportation Planning Fayette County, KY** - During Preliminary design, Mr. Horn worked as project engineer on horizontal and vertical alignments for Ironworks Pike. The preliminary design included studying bus turn around alignments to help determine a transportation plan and roadway improvement plans and assist with the traffic management plan for the games. Final Plans for roadway improvements were submitted and was constructed on schedule.
- **KY 4/US 421 Interchange, Fayette County, KY** - The project consist of providing design services for improvements to the four existing ramps at the New Circle Road/US 421 Interchange and improvements along US 421 to improve traffic congestion. During Preliminary design Mr. Horn worked as project engineer which included verifying survey information for utilities and topography, creating horizontal and vertical alignments for the ramp auxiliary lanes and US 421 and determining right-of-way impacts. The project was constructed during the summer of 2009.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, SC

Professional Surveyor: KY

INDUSTRY TENURE

22 Years

HDR

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CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE PROJECT TEAM

JOHN LARUE, P.E.



JOHN LARUE, P.E.

Project Manager, HDR Engineering, Inc.

Mr. LaRue has over 39 years of engineering background, with extensive experience in design and construction of drinking water, wastewater and solid waste facilities. His technical expertise covers many areas of sanitary and environmental engineering, including planning, design, construction administration, operations, training, regulatory compliance, funding agency liaison and value engineering.

EXPERIENCE OVERVIEW

- **Town Branch Wastewater Treatment Plant Expansion, Lexington, Kentucky.** Design Project Manager. Mr. LaRue served as design project manager and chief process design engineer on a joint-venture project at Lexington, Kentucky's, Town Branch wastewater treatment plant. This \$60 million project expanded the plant to 30 MGD capacity. A conventional activated sludge process was converted to single stage air activated sludge with nitrification. Mr. LaRue also served as construction general engineering manager on this project during a four-year series of general construction contracts.
- **Screw Pump Replacement, West Hickman Wastewater Treatment Plant, Lexington Fayette Urban County Government, Lexington, Kentucky.** Project Design Manager. Mr. LaRue served as project design manager and project engineer. Three existing Archimedes screw pumps in the 60 MGD influent lift station were replaced with six submersible centrifugal screw pumps, in a phased \$3 million project, using the existing screw pump concrete structure as a wet well for the new pumps. The existing pump station and odor control system were modified to accommodate the new, different type of pumps. The pump control system design was upgraded to accommodate concurrent operation of both Archimedes and centrifugal pumps.

EDUCATION

- University of Kentucky, Master of Science, Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

INDUSTRY TENURE

39 Years

ABBIE JONES, P.E., P.L.S.



ABBIE JONES, P.E., P.L.S.

Principal | Project Manager, Abbie Jones Consulting

Ms. Jones has worked in the survey and engineering industry for more than 13 years, and has a solid background in all aspects of survey, project conception, design and implementation with a strong reputation of solid performance and accountability. Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his neuroscience fellowship before moving near his family in Kentucky. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Ms. Jones holds active surveying and engineering licenses in multiple states.

EXPERIENCE OVERVIEW

- **FEMA Mitigation Project– University of Kentucky-** Project surveyor for a floodplain mitigation design project. Phase 1 included approximately 10 acres, nearly 1000 linear feet of stream cross sections, 5 detention ponds, extensive utility locates, and 25 foot grid for the topographic survey.
- **Author for Highway Design Guidance Manual KYTC** - Project manager for the HDGM manual update of survey chapters and related district training that is currently underway.
- **Household Hazardous Waste Facility, Lexington, KY** - Project surveyor for one acre of critical infrastructure and topographic survey with very quick turnaround. Unique site features included avoidance of the fatalities impound yard when collecting manhole information, and a high volume dump truck route.
- **Calvary Baptist Church ALTA/ASCM Survey, Lexington, KY** - Project surveyor for six acres of 38 original platted lots in historic downtown. Extensive boundary research and field work were required for this urban campus. The details of each wall, numbered parking space, building use, and myriad of zoning were complex, but shown in a clear manner.

EDUCATION

- Tennessee Technological University, Bachelor of Civil Engineering, 2000

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, TN, GA

Professional Surveyor: KY, GA

INDUSTRY TENURE

13 Years



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The following is a list of professional references. We encourage you to contact these individuals to learn about our past performance. Detailed descriptions for these clients and similar projects are presented in Section 4 of this submittal.

- **Mr. Butch Hatcher**, Project Manager
Kentucky Finance and Administration Cabinet | Division of Engineering
400 Wapping Street | 2nd Floor | Frankfort, KY 40601 | 502-782-0322
butch.hatcher@ky.gov

Similar Projects: Kentucky Horse Park Indoor Arena, Outdoor Arena and Internal Roadway Improvements

- **Mr. Keith Lovan, P.E.**, Municipal Engineer Senior
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3410
klovan@lexingtonky.gov

Similar Project: Starshoot Parkway Extension

- **Mr. Bob Bayert, P.E.**, Engineering Section Manager
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3410
bobb@lexingtonky.gov

Similar Project: Starshoot Parkway Extension

- **Mr. Thomas Bradley, Public Works Direct**, City Engineer
City of Frankfort
315 West Second Street | Frankfort, KY 40601 | 502-875-8500
tbradley@frankfort.ky.gov

Similar Project: Frankfort Crestwood Stormsewers

- **Mr. Gary Royalty**, Director Public Works
City of Cynthiana, KY
104 East Pleasant Street | Cynthiana, KY 41031 | 859-234-7159
cityofcynthiana@bellsouth.net

Similar Project: Cynthiana Sanitary Sewer Rehabilitation

- **Mr. Rich Riedl**, Project Manager
University of Kentucky Capital Program Management
222 Peterson Service Building | Lexington, KY 40506 | 859-257-5911
riedl@uky.edu

Similar Project: UK College of Pharmacy

SECTION 4 | SIMILAR PROJECTS



01

SIMILAR DESIGN EXPERIENCE

Abbreviated descriptions for similar projects, including dates, services provided, key personnel involvement, and construction cost, are presented below. Client references for these projects are presented in Section 3 of this submittal.

01 | KENTUCKY HORSE PARK OUTDOOR STADIUM

Kentucky Finance and Administration Cabinet | Lexington, KY

Dates of Service: 2007-2010

Key Personnel: Keith Messinger, P.E., P.L.S. | Ben Edelen, P.E. P.L.S. | Rockne Bender, P.E., P.L.S.

Services Provided: Sanitary Sewer System Design | Erosion and Sediment Control | Storm Water Drainage | Water System Design

Description of Services Provided: Participated as part of a multi-discipline design team to develop construction plans for the Outdoor Event Arena at the Kentucky Horse Park to replace an existing outdoor event area in preparation for the 2010 World Equestrian Games. HDR responsibilities included design of sanitary sewer system, erosion and sediment control plans and storm water drainage meeting LFUCG standards. HDR reviewed the construction documents internally in accordance with our Quality Control procedures to insure completeness and compliance with LFUCG requirements before delivering the plans/specifications to the architect for inclusion in the construction documents to be submitted to the State of Kentucky for implementation.

Construction Cost: \$23,000,000



02

02 | KENTUCKY HORSE PARK INDOOR ARENA

Kentucky Finance and Administration Cabinet | Lexington, KY

Dates of Service: 2004-2010

Key Personnel: Keith Messinger, P.E., P.L.S. | Ben Edelen, P.E. P.L.S. | Rockne Bender, P.E., P.L.S.

Services Provided: Sanitary Sewer System Design | Erosion and Sediment Control | Storm Water Drainage | Water System Design

Description of Services Provided: Participated as part of a multi-discipline design team to develop construction plans for a new Indoor Event Arena at the Kentucky Horse Park in preparation for the 2010 World Equestrian Games. HDR responsibilities included design of sanitary sewer system, erosion and sediment control plans and storm water drainage meeting LFUCG standards as well as design of a bio-basin water quality feature and a pervious pavement parking lot. HDR reviewed the construction documents internally in accordance with our Quality Control procedures to insure completeness and compliance with LFUCG requirements before delivering the plans/specifications to the architect for inclusion in the construction documents to be submitted to the State of Kentucky for implementation.

Construction Cost: \$39,000,000



03

03 | KENTUCKY HORSE PARK INTERNAL ROADWAY IMPROVEMENTS

Kentucky Finance and Administration Cabinet | Lexington, KY

Dates of Service: 2008-2010

Key Personnel: Joe Cochran, P.E. | Keith Messinger, P.E., P.L.S. | Ben Edelen, P.E., P.L.S.

Services Provided: Phase I and II Road Design | Preparation of Specifications | Bidding Assistance | Construction Administration | Waterline Relocation Design

Description of Services Provided: HDR teamed with two other firms on this project. Final design of the project included preparation of final plans and specifications for improvements to four internal roadways and a new connector road and parking area. The improvements at the Kentucky Horse Park were needed for preparing the horse park for hosting the 2010 World Equestrian Games. The improvements included approximately three miles of new widened and resurfaced roadways and new asphalt over paved parking areas, new street lighting, communication conduit installation and a new arch culvert. Design and coordination was required to address several utilities that were impacted, including water, sewer and gas. HDR reviewed all construction documents internally in compliance with our Quality Control procedures to insure completeness and compliance with the owner's requirements. The project was let in March 2009 and construction was completed in the summer of 2010.

Construction Cost: \$4,500,000

01 | KENTUCKY HORSE PARK OUTDOOR STADIUM

02 | KENTUCKY HORSE PARK INDOOR ARENA

03 | KENTUCKY HORSE PARK INTERNAL ROADWAY IMPROVEMENTS



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CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE SIMILAR PROJECTS



04 | STARSHOOT PARKWAY

04 | STARSHOOT PARKWAY

Lexington Fayette Urban County Government, Lexington, Kentucky

Dates of Service: 2006-2007

Key Personnel: Ben Edelen, P.E., P.L.S. | Joe Cochran, P.E.

Services Provided: Preliminary Design | Design | Preparation of Construction Drawings and Specifications | Street Lighting | Public Involvement

Description of Services Provided: Description of Services Provided: This project involved extending Starshoot Parkway approximately 950 feet to tie to Liberty Road Section 1A. The design of the Starshoot Parkway extension, a 4-lane urban typical section with raised grass median, included preparing preliminary alternatives and the development of final construction plans, contract specifications and bidding documents. The extension included a bridge over the I-75 Tributary of North Elkhorn Creek and a proposed pedestrian trail, both adjacent to the school property. HDR prepared a CLOMR for the project. Design and letting of the project was coordinated with both the Liberty Road Widening project, a new elementary school (Liberty Elementary School) and a force main relocation. Construction was completed in 2008.

Construction Cost: \$660,000

05 | CITY OF FRANKFORT, CRESTWOOD STORM SEWERS

City of Frankfort, KY

Dates of Service: 1998 - Present

Key Personnel: Keith Messinger, P.E., P.L.S. | Ben Edelen, P.E. P.L.S. | Rockne Bender, P.E., P.L.S.

Services Provided: Storm Sewer Design | Sanitary Sewer Replacement Design | Erosion and Sediment Control

Description of Services Provided: HDR prepared construction plans and specifications to construct a storm sewer system in the Crestwood Subdivision in Frankfort, Kentucky. The project included replacement of old sanitary sewer lines that conflicted with the installation of the storm system to meet the City's standards, preparation of bidding documents and construction administration during construction. The City had looked at this project for many years to help alleviate flooding of residences due to a lack of a storm sewer system in the area. The sanitary sewer replacements will help to reduce known infiltration/inflow issues that are present in this system. HDR reviewed the plans/specifications internally in accordance with our Quality Control procedures prior to submitting them to the City to insure the plans/specifications were complete and ready to implement. The project is currently ready to begin construction this spring.

Construction Cost: \$1,000,000

06 | CITY OF CYNTHIANA, SANITARY SEWER SYSTEM REHABILITATION:

City of Cynthiana, KY

Dates of Service: 2010-2014

Key Personnel: Keith Messinger, P.E., P.L.S. | Ben Edelen, P.E. P.L.S. | Rockne Bender, P.E., P.L.S.

Services Provided: Sanitary Sewer System Design | Pump Station Rehabilitation/Replacement | Preparation of Construction Drawings and Specifications

Description of Services Provided: The City of Cynthiana tasked HDR with evaluation of their existing sanitary sewer system in 2010 and develops a plan to rehabilitate a large section of the system to address infiltration/inflow issues within a deteriorating system. The project involved the installation of approximately 31,000 linear feet of gravity sewer lines, demolition of 2 pumps stations, and rehabilitation/replacement of 2 pump stations to upgrade the sewer system. HDR has prepared construction drawings and specifications to rebuild this system. The plans have been reviewed internally by persons independent of the design project in accordance with the Quality Control procedures HDR has in place to insure the plans and specifications are complete and ready to implement. Currently, the recommended revisions are being made by the design team and the final product will be approved by the reviewer/reviewers before the plans will be submitted to the City for construction. The project is currently submitted to be advertised for construction bids. Estimated Construction Cost: \$4,000,000



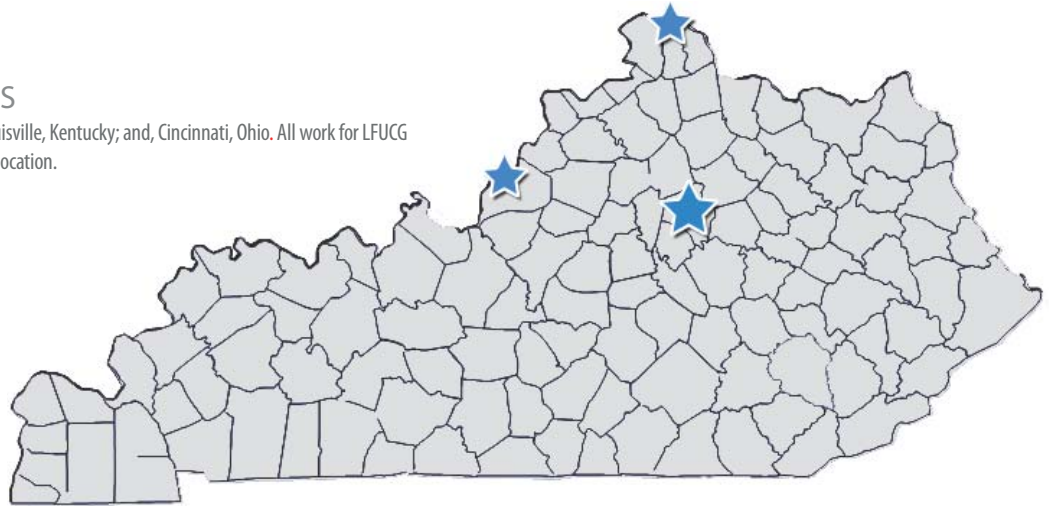
www.hdrinc.com

CONTRACT 3 | CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE
SECTION 5 | LOCAL OFFICE LOCATIONS

HDR ENGINEERING, INC.
LOCAL OFFICE LOCATIONS

HDR maintains local offices in Lexington and Louisville, Kentucky; and, Cincinnati, Ohio. All work for LFUCG will be performed by the HDR Team's Lexington location.

★ = Lexington, Louisville, and Cincinnati



PRIME CONSULTANT
HDR ENGINEERING, INC.

| | |
|---------------------------------------|---|
| Firm Name: | HDR ENGINEERING, INC. (HDR) |
| Local Address: | 2517 Sir Barton Way Lexington, KY 40509 |
| Local Phone No. Fax No.: | (859) 629-4800 (859) 629-4801 |
| Date Established: | 1989 |
| No. Of Local Employees Utilization: | 65 90% |

SUBCONSULTANTS

Abbie Jones Consulting | Site Work | Stormwater | Erosion Control

| | |
|---------------------------------------|--|
| Local Address: | 1022 Fontaine Road Lexington, KY 40502 |
| Local Phone No.: | (859) 559-3443 |
| Date Established: | 2011 |
| No. Of Local Employees Utilization: | 5 10% |



Abbie Jones Consulting (AJC) is a certified disadvantaged business enterprise (DBE), specializing in providing sustainable professional engineering. AJC staff have worked in multiple states and we leverage the ideas and thorough knowledge of regulations to benefit our local clients. AJC currently has one professional engineer, an engineer-in-training, and a draftsman/crew chief. AJC holds certifications in erosion control (KPESC-RI) and floodplain management (CFM). AJC staff have authored sustainable texts: ordinances, municipal design policies, and committee-written design manuals. AJC’s positive outcomes with local authorities are a result of civil service experience and a “we’re here to help YOU” perspective. Professional services include:

Professional Land Surveying

- Construction Staking
- Boundary Surveys
- Control and Panel Points
- Floodplain and Hydrographic Surveying
- Training Courses
- Topographic Surveys
- Asbuilt and ALTA Surveys
- House Stakeouts and Lot Surveys
- Elevation Certificates

Professional Engineering

- Utility Coordination
- Permitting
- Urban Highway Design
- Traffic Counts
- Erosion Control Designs & Insp.
- Rural Highway Design
- Bike and Pedestrian Design
- Training Courses

Appendix A | **AFFIDAVIT**

Comes the Affiant, HDR Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

Ben R. Edelen

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ben R. Edelen on this the 26th day of March, 2014.

My Commission expires: 10/16/2016



[Signature]

NOTARY PUBLIC, STATE AT LARGE

Appendix B | **WORKFORCE ANALYSIS**

WORKFORCE ANALYSIS FORM

Name of Organization: HDR Engineering, Inc./KY-TN Area

Date: 3/12/2014

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|-----------------------------|------------|------------|-----------|--------|---|----------|----------|-------|---|------------|-----------|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators and Managers | 18 | 16 | 2 | | | | | | | 16 | 2 |
| Professionals | 72 | 63 | 8 | | | 1 | | | | 63 | 9 |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foreman | | | | | | | | | | | |
| Technicians* | 26 | 23 | 1 | | | 2 | | | | 25 | 1 |
| Protected Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | 7 | | 6 | | | 1 | | | | | 7 |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total | 123 | 102 | 17 | | | 2 | 2 | | | 104 | 19 |

*Includes temporaries

Prepared by: Patty Van Vooren, Kentucky Diversity Officer

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

HDR ENGINEERING, INC.
Name of Business



Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to race, color, sex, sexual orientation, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status or Vietnam Era Veteran, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Richard A. O'Gara, Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

HDR, Inc.

8404 Indian Hills Drive
Omaha, NE 68114-4049

Phone (402) 399-1000
Human Resources Fax (402) 548-5002
<http://hr.intranet.hdr/>

09.05.04

HDR Engineering, Inc. Affirmative Action Plan

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

Employee Referral Program - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

Tuition Reimbursement - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

Job Posting - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

Performance Appraisal and Development Program - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company.

HDR Engineering, Inc.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

3/13/2014

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED 1014392 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049 | INSURER A : Hartford Fire Insurance Company | 19682 |
| | INSURER B : St. Paul Fire and Marine Insurance Company | 24767 |
| | INSURER C : Sentinel Insurance Company, Ltd. | 11000 |
| | INSURER D : Zurich American Insurance Company | 16535 |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES HDRIN01 CERTIFICATE NUMBER: 12823272 REVISION NUMBER: XXXXXXX

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | Y | Y | 37CSEQU0950 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS | Y | Y | 37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA) | 6/1/2013 6/1/2013 6/1/2013 | 6/1/2014 6/1/2014 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | ZUP-10R64084-13-NF (EXCLUDES PROF. LIAB) | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX |
| C C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 91WEOH1000 (AOS) 91WBOH1760 (HI) | 7/1/2013 7/1/2013 | 7/1/2014 7/1/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | ARCH & ENG PROFESSIONAL LIABILITY | N | N | EOC9260026-06 | 6/1/2013 | 6/1/2014 | PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 13-2014 PROFESSIONAL ENGINEERING SERVICES. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

12823272

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ATTENTION: THERESA MAYNARD
200 EAST MAIN STREET
ROOM 338, GOVERNMENT CENTER
LEXINGTON KY 40507

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

AUTHORIZED REPRESENTATIVE

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

3/26/14

Date

Lexington-Fayette Urban County Government
MBE/WBE Participation Form

1) Identification of Participating MBE/WBEs

CONTRACT 3 -CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE

| MBE/WBE Name, Address & Phone | Work to be Performed | Dollar Value of Work | % Value of Total Contract |
|--|---|-------------------------|------------------------------|
| 1. Abbie Jones Consulting 1022 Fontaine Rd Lexington, KY 40502 859-559-3443 | <ul style="list-style-type: none"> • Site Work • Storm Sewer • Erosion Control | TBD | 10% |
| | | | |
| | | | |
| | | | |

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: HDR Engineering, Inc.

By: 

Date: March 26, 2014

Title: Vice President

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2014

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.

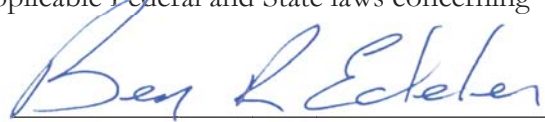
_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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.

HDR ENGINEERING, INC.

Company



Company Representative

3/26/14

Date

Area Manager | Vice President

Title

Attachment 1

Project Team Location(s)

CONTRACT 3 -CONSTRUCTION DRAWINGS REVIEW FOR DOE MANUAL COMPLIANCE

| Prime Consultant | Location (City, State) | Date Office Established | Total Number of Employees | No. of Employees expected to work on DOE projects |
|-----------------------|-------------------------------------|-------------------------|---------------------------|---|
| Headquarters | Omaha, NE | 1917 | 8,600 | 40 |
| Local Office | Lexington, KY | 1989 | 65 | 40 |
| PM Location | Lexington, KY | | | |
| | | | | |
| SubConsultants | | | | |
| Name: | Abbie Jones Consulting | May 2011 | 5 | 5 |
| Service Provided | Site Work, Stormwater, Erosion Ctrl | | | |
| Headquarters | Lexington, KY | May 2011 | 5 | 5 |
| Local Office | Lexington, KY | May 2011 | 5 | 5 |
| | | | | |
| 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: | | 20 | |
| | 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): | | | |
| Final Technical Score | | | 100 | |

Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit _____
 Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____

Comments:

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




statement of qualifications

RFP # 13-2014 | Professional Engineering Services for

CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

Lexington-Fayette Urban County Government

March 26, 2014



CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

SECTION 1 | FIRM QUALIFICATIONS

HDR Local Services Overview

Transportation

- Alignment Studies
- Grade and Drainage
- Streetscape Design
- Parks/Playgrounds/ Golf Courses
- Highways/Airports/Traffic Engineering
- Site Landscaping
- Structural Design

Geotechnical

- Investigation
- Analysis
- Design

Civil/Site Development

- Planning/Design
- Surveying/GPS
- Industrial & Commercial Sites
- Recreational Facilities
- Mapping/GIS
- Public Involvement

Stormwater

- Master Plans
- Conveyance Systems
- Utility Formation
- NPDES Permits
- Mapping/Ordinances
- Retention/Detention Basins

GIS

- Data Collection/Creation/Conversion
- Spatial Analysis
- Development/Integration
- Cartography
- GPS

Construction/Operations

- Contract Administration
- Scheduling
- Shop Drawing Reviews
- Resident Representatives

HDR ENGINEERING, INC.

To address structure or bridge design needs for Lexington, LFUCG needs a consulting team that will provide:

- Local staff with an exceptional understanding of LFUCG's policies and design procedures.
- A team that has a proven track record of successfully completing design projects for LFUCG and has a long standing working relationship with the staff of LFUCG.
- A diverse team that is committed to the local community and that call Lexington "home".
- A team of professionals committed to helping the LFUCG meet all project goals, and maintaining effective communication with LFUCG, residents of affected neighborhoods, and other involved stakeholders.

HDR HISTORY

Headquartered in Omaha, Nebraska, HDR was founded in 1917, and maintains regional offices in Lexington and Louisville, Kentucky; Cincinnati and Columbus, Ohio; and, Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design infrastructure that meets the community's needs.

This year, HDR celebrates its 97th anniversary of providing engineering and architectural services to its clients. We have grown from a small municipal engineering firm to a No. 11 ranking in 2013 by "Engineering News Record (ENR)" as one of the Top 500 Design Firms. More importantly, HDR was ranked No. 6 in Highway Firms by ENR in 2013. Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.

[Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.]

Today, HDR employs approximately 8,600 professional and support staff in 210 offices nationwide, including approximately 150 professionals and support staff in our Kentucky and Ohio offices. Our regional offices provide our clients a full range of services, including transportation, civil/site development, stormwater, GIS, construction services, geotechnical engineering, and structural design.

While HDR's services have evolved to meet increasingly complex challenges ranging from nanotechnology to infrastructure security, one thing that hasn't changed is our commitment to the values upon which HDR was founded. These values include respect, integrity, empowerment, innovation, teamwork, and responsibility. HDR's mission is to be an excellent professional firm known for vision, value and service to our clients, our communities, and employees.

FIRM QUALIFICATIONS

The local staff of HDR has enjoyed a 36-year relationship with Lexington-Fayette Urban County Government (LFUCG). Our Lexington office is located in Hamburg Place on Sir Barton Way (designed by HDR). Our project team members have more than 30 years of roadway project design experience for LFUCG, including: Citation Boulevard Study, Section I and Section II Design, Phase I Design and Environmental Assessment (EA); Liberty Road Study, Preliminary Design, and Section I Final Design; Starshoot Parkway Extension; Limestone Street; Clays Mill Widening at Man O' War Boulevard; Expansion Area Boulevard Design Study Report; Man O' War Boulevard; Martin Luther King Jr. Boulevard; and Cornwall Drive Culvert, Trinity Road Storm Water Improvements, and Halifax Culvert Improvements. This experience has involved a variety of projects with cumulative construction costs exceeding \$160 million. These projects were performed on schedule and within budget. Further discussion of projects can be found in Section 4 of this document.

CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN FIRM QUALIFICATIONS

HDR Local Services Overview *(continued)*

Construction/Operations

- Operation & Maintenance Manuals
- Training & Start-up
- Operations Assistance
- Construction Management

Funding Assistance

- Source Identification
- Application Preparation
- Program Administration

Electrical/Instrumentation

- SCADA Systems
- Fiber Optics/Data Networks
- Instrumentation & Controls
- Security/Access Control Systems
- Communication Systems
- Power Distribution/Lighting

Water/Wastewater

- Facilities Plans/Preliminary Studies
- System Analysis/Review
- Sewer System Evaluation
- Sewer Rehabilitation
- Gravity Sewers/Force Mains
- Pump Stations
- Sanitary Sewer Modeling
- Wastewater/Water Treatment
- CSOs/SSOs
- Equalization Basins

ABBIE JONES CONSULTANTS *(DBE Subconsultant)*

Abbie Jones Consulting began in May 2011 with a vision to provide surveying, engineering, and training. Our clear understanding of the end user drives our data collection methods and deliverables. We understand what engineers, GIS managers, and government officials need. Because we know what data needs to be collected, we rarely need to go back to pick up additional data. Our clear understanding of how survey information will be used, provides our teammates and clients with on-time, within-budget solutions. As a DBE firm, we expect to work hard helping our teammates.

Ms. Jones is co-author and project manager for the surveying training courses under development for each Kentucky Transportation Cabinet (KYTC) district office. Our staff has extensive experience in Fayette County including two recent LFUCG surveys. Traditional methods for topography, leveling, staking, and other survey tasks are also part of our capabilities. Our crews are familiar with hydrographic surveying using a variety of techniques with traditional waders, kayaks, and shallow draft boats. We are very familiar with easements, property descriptions, boundary surveys, and ALTA/ACSM surveys. Our staff works in both AutoCAD and Microstation platforms to meet the various needs of our agency clients.

CONSULTING SERVICES, INC.

Consulting Services Incorporated (CSI) is headquartered in Lexington, Kentucky and is ready to serve your needs. Our firm employs approximately 40 team members and our staff of professional engineers and ICC-certified special inspectors have over 300 years of combined experience in geotechnical, construction and materials engineering, testing and IBC special inspection fields. CSI can provide the following geotechnical and engineering services: geotechnical exploration/soils reports, site assessments, pavement studies and design, site specific seismic studies for International Building Code (IBC), geophysical studies, and soil and rock drilling/sampling.



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CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

SECTION 2 | PROJECT TEAM

OVERVIEW

We understand that the goal of Lexington-Fayette Urban County Government (LFUCG) is to select a competent team capable of producing a quality project on-schedule and within budget. Once the team is selected, the success of your project will be determined by the individuals you work with on a day-to-day basis. Our philosophy is to develop a “team approach” that combines our most experienced professionals with LFUCG representatives to obtain effective solutions. Therefore, a multi-disciplined team has been organized with the necessary expertise to address each project component. The organization chart presented in Figure 2-1 may be cross-referenced with Table 2-1 to review team member locations, project responsibilities, and individual qualifications.

Figure 2-1 PROJECT TEAM ORGANIZATIONAL CHART

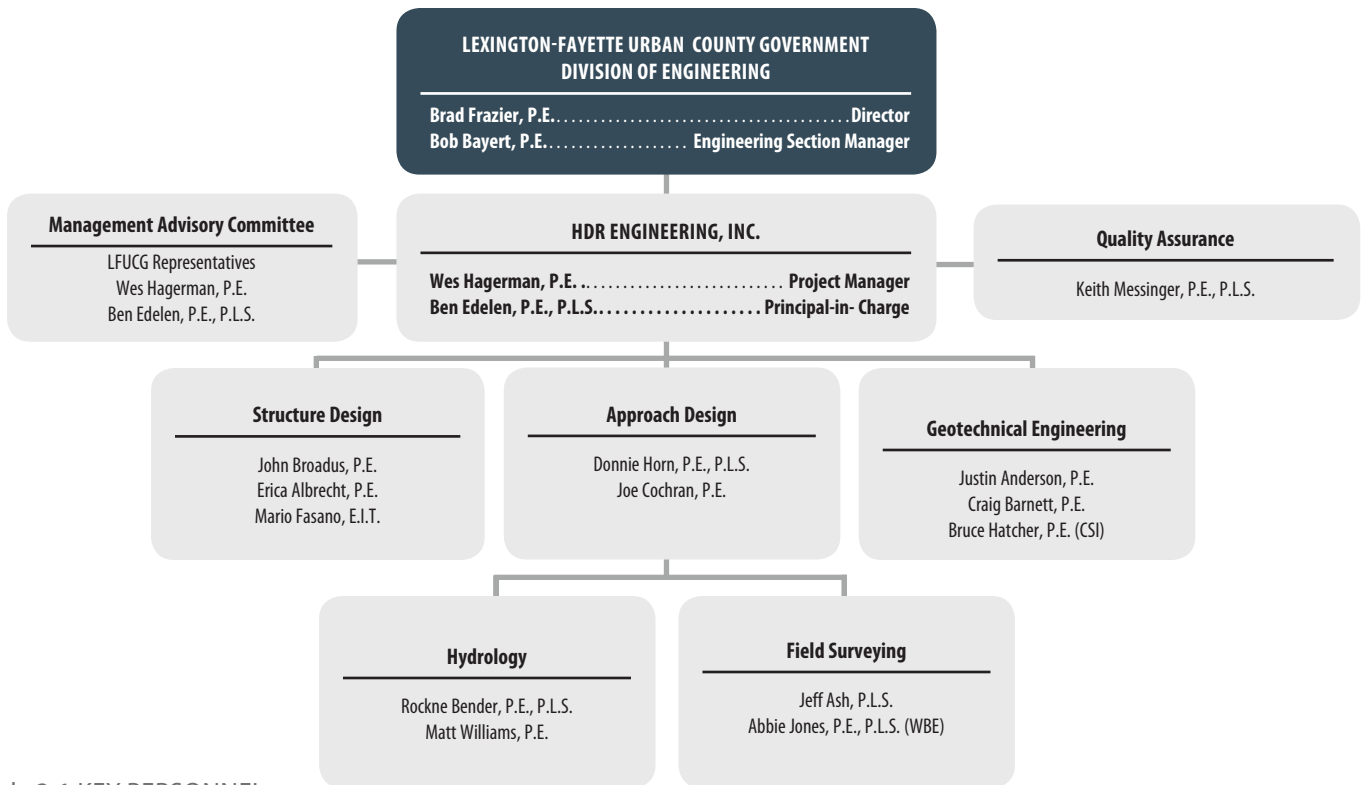


Table 2-1 KEY PERSONNEL

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|--|-------------------------------|--------|-------------------|--|--|
| Wes Hagerman, P.E. HDR Lexington, KY | Project Manager | BSCE | 10 | Prof. Eng. KY | Project Manager Day-to-Day Contact, Preliminary Engineering & Design, Cost Estimates, Bidding Services, MAC ¹ Meetings |
| Ben Edelen, P.E., P.L.S. HDR Lexington, KY | Area Manager Vice President | BSCE | 30 | Prof. Eng. KY, OH Prof. Surveyor KY | Principal-in-Charge Public Involvement, MAC ¹ Meetings |
| John Broadus, P.E. HDR Louisville, KY | Bridge Section Manager | BSCE | 21 | Prof. Eng. KY, IN, CO, WY, AZ | Structural Design Bridge/Structure Design, QA/QC |
| Erica Albrecht, P.E. HDR Louisville, KY | Structural Engineer | BSCE | 13 | Prof. Eng. KY | Structural Design Bridge/Structure Design |

CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

PROJECT TEAM

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|------------------------------------|----------------|-------------------|--|--|
| Mario Fasano, E.I.T. HDR Lexington, KY | Bridge E.I.T. | MCE | 4 | E.I.T. _____ KY | Structural Design Bridge/Structure Design |
| Donnie Horn, P.E., P.L.S. HDR Lexington, KY | Project Manager | BSCE | 22 | Prof. Eng. _____ KY, SC Prof. Surveyor KY | Project Engineer Approach Design |
| Joe Cochran, P.E. HDR Lexington, KY | Hwy. Section Manager | BSCE | 21 | Prof. Eng. _____ KY, OH | Project Engineer Approach Design |
| Justin Anderson, P.E. HDR Lexington, KY | Project Manager | MSCE | 11 | Prof. Eng. _____ KY, IA, MD, NE, SD, IN, WI | Geotechnical Investigation Borings, Rock Sampling, Geotechnical Report |
| Craig Barnett, P.E. HDR Lexington, KY | Geotechnical Engineer | BSCE | 10 | Prof. Eng. _____ KY, MS, SC, GA, NC, TN, NY, OH | Geotechnical Investigations Borings, Rock Sampling, Geotechnical Reports |
| Bruce Hatcher, P.E. CSI Lexington, KY | Chief Geotechnical Engineer | MS Mining Eng. | 32 | Prof. Eng. _____ KY | Geotechnical Investigation Borings, Rock Sampling, Geotechnical Report |
| Rockne Bender, P.E., P.L.S. HDR Lexington, KY | Project Engineer | MSCE | 32 | Prof. Eng. _____ KY Prof. Surveyor KY | Hydrology Hydraulic Analysis |
| Matt Williams, P.E. HDR Lexington, KY | Civil/Site Section Manager | BSCE | 8 | Prof. Eng. _____ KY | Hydrology Hydraulic Analysis |
| Jeff Ash, P.L.S. HDR Lexington, KY | Survey Manager | N/A | 38 | Prof. Surveyor _____ KY | Field Survey & Easements Elevations, Utilities, Property Surveys, Easement Descriptions |
| Abbie Jones, P.E., P.L.S. Abbie Jones Lexington, KY | Principal Project Manager | BSCE | 13 | Prof. Eng. _____ KY, TN, GA Prof. Surveyor KY, GA | Field Survey & Easements Elevations, Utilities, Property Surveys, Easement Descriptions |
| Keith Messinger, P.E., P.L.S. HDR Lexington, KY | QC Coordinator/ Project Manager | BSCE | 33 | Prof. Eng. _____ KY Prof. Surveyor KY | QA/QC Quality Reviews |

Note: ¹MAC - Management Advisory Committee

RESUMES

Due to page limitations, abbreviated resumes for key team members have been included on the following pages. Detailed resumes for all project team members are available upon request.

CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

PROJECT TEAM

WES HAGERMAN, P.E.



WES HAGERMAN, P.E.

Project Manager - Structures, HDR Engineering, Inc.

Mr. Hagerman is a bridge engineer with nine years of experience including eight years as a transportation engineer in the KYTC Division of Structural Design. Specific individual project experience includes:

EXPERIENCE OVERVIEW

- **New Circle Road, KYTC, D7, Lexington, KY** – Provided bridge design on project to widen 3.8 miles of New Circle Road (KY 4) between Versailles Road and Georgetown Road. The project includes six total bridge replacements and two culvert extensions.
- **US 25 Widening, Scott County, KY¹** - bridge design lead for a three-span bridge over Cane Run Creek. This bridge is 162 feet long with three Type 3 PCI Beams supported by integral end bents and wall piers.
- **US 68 Bypass, Paris, KY¹** - Member of the bridge design team for a three-span bridge over Hinkston Creek. The proposed bridge will be 173 feet long with Type 4 PCI Beams supported by integral end bents and multi-column piers.
- **KY 163 (Edmonton-Tompkinsville Road), Monroe County, KY¹** - structural design lead for a 12'x6' reinforced-concrete box-culvert carrying a tributary of Skaggs Creek.
- **KY 743 (Chalybeate School Road), Edmonson County, KY¹** - bridge design lead for a single-span bridge over Sulphur Branch Creek. The proposed bridge will be 46 feet long with rolled steel beams supported by breastwall abutments.
- **Taylor County, CR 1236 over Green River¹** - Lead designer for project which included: Pratt Through-Truss, 165' single span and Location (Historic Tebbs Bend Civil War site) required cooperation with SHPO.

¹ Denotes individual experience.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

9 Years

BEN EDELEN, P.E., P.L.S.



BEN EDELEN, P.E., P.L.S.

Area Manager | Vice President, HDR Engineering, Inc.

Mr. Edelen has over 30 years of experience on major transportation projects throughout the Commonwealth of Kentucky. Mr. Edelen has been a project manager on over \$600 million in projects. His responsibilities included the design and preparation of plans, supervision of others. Mr. Edelen is responsible for the timely completion of work and quality of the plans.

EXPERIENCE OVERVIEW

- **World Equestrian Games, Statewide Transportation Planning & Design, Fayette County, KY** – HDR Engineering provided transportation planning and design services for the 2010 World Equestrian Games at the Kentucky Horse Park. The HDR led team was selected in 2007 to provide a full range of services that have included traffic modeling, preliminary and final roadway design, agency coordination, GIS, public meetings, utility relocations, stream permitting and traffic management. Transportation was a huge success for the games.
- **KY 4/US 421 Interchange, Fayette County, KY** - The project consisted of providing Phase I & II Design for improvements to the ramps, US 421 and widening KY 4. Ultimate and immediate improvements were identified, designed and estimated. The lower cost immediate improvements were chosen for construction to fit KYTC budgets. Construction of the ramp and US 421 improvements were completed in 2009.
- **US 68, Fayette and Jessamine Counties, KY** - Project engineer for this project with limits that extend from approximately one mile south of Brannon Road in Jessamine County to Man O' War Boulevard in Fayette County for a total length of 4.3 miles. The proposed four-lane divided highway follows the existing corridor switching from right to left of the existing roadway to miss historic properties, cemeteries, and subdivisions. Construction cost was \$17 million.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

Professional Surveyor: KY

INDUSTRY TENURE

30 Years



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CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN PROJECT TEAM

JOHN BROADUS, P.E.



JOHN BROADUS, P.E.

Sr. Bridge Engineer | Bridge Section Manager, HDR Engineering, Inc.

Mr. Broadus is a senior bridge engineer with over 21 years of experience. He also serves as HDR's Kentucky Bridge Section Manager. He has extensive experience in the design and analysis of new bridges, bridge replacements, and bridge rehabilitations using reinforced concrete, prestressed concrete, post-tensioned concrete, and structural steel. Mr. Broadus has led the design for just about every functional bridge type including light rail, commuter rail, and freight rail bridges, highway bridges, and multi-use pedestrian bridges. He has been part of over 100 bridge designs throughout the United States. Representative projects include:

EXPERIENCE OVERVIEW

- **New Circle Road, KYTC, D7, Lexington, KY** – Mr. Broadus is the bridge design lead on project to widen 3.8 miles of New Circle Road (KY 4) between Versailles Road and Georgetown Road. The project includes six total bridge replacements and two culvert extensions.
- **North College Avenue Bridge, Rensselaer, IN** – Mr. Broadus served as project manager and design lead for the replacement of the College Avenue Bridge over the Iroquois River. The new three span, shallow concrete slab bridge has solid wall piers and breast wall abutments founded on rock. The challenging urban site had commercial buildings at the back of sidewalk at two of the bridge corners and private residences with retaining walls at the other two corners.
- **Hoover Dam Bypass, Boulder City, NV** – Mr. Broadus served as a senior bridge engineer for the design of the Gold Strike Canyon bridge as a part of the award winning Hoover Dam Bypass project. This structure was a 464-foot-long, three-span, curved steel plate girder bridge. Design included a multi-modal seismic analysis.

EDUCATION

- Bachelor of Science, Civil Engineering, Purdue University

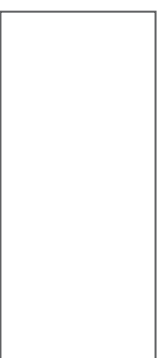
PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, IN, CO, WY, AZ

INDUSTRY TENURE

21 Years

ERICA ALBRECHT, P.E.



ERICA ALBRECHT, P.E.

Bridge Engineer, HDR Engineering, Inc.

Ms. Albrecht has over 13 years of experience in the area of bridge design. She has provided structural design services on numerous KYTC bridge projects. Her project experience includes various structure types including: precast I-Beam bridges, rolled steel beams bridges, steel plate girder bridges, and curved steel plate girder bridges. She has completed advance situation folders, preformed structure type studies, prepared preliminary and final structure plans and preformed shop drawing review for both steel and concrete structures. Representative projects include:

EXPERIENCE OVERVIEW

- **New Circle Road, KYTC, D7, Fayette County, KY** – This project involves widening 3.8 miles of New Circle Road (KY 4) between Versailles Road and Georgetown Road in Lexington. Ms. Albrecht is serving as a project engineer for final design and plan preparation for three of the bridges and one of the culverts.
- **KY 3005, Ring Road Extension, Hardin County, KY¹** – This project near Elizabethtown extended Ring Road to a new interchange at Western Kentucky Parkway. Included in the project were three new precast I-beam bridges over Valley Creek, Western Kentucky Parkway & CSX Railroad. Ms. Albrecht's responsibilities included completing final design and plan preparation for the bridges, 2 new culverts and 1 culvert extension.
- **I-275 Cincinnati Airport Project, Boone County, KY¹** – Interstate modifications in the vicinity of the airport impacted 2 bridges over I-275 and created a new curved flyover ramp over I-275. Ms. Albrecht's responsibilities included competing final design and plan preparation for KY 212 over I-275 and KY 20 over I-275. Unique features included widening the existed bridges using phased construction; re-use and widening of KY 20 median piers and re-use and architectural treatment of KY 212 median piers.

¹ Denotes individual experience.

EDUCATION

Bachelor of Science, Civil Engineering, Purdue University

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

13 Years



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CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN PROJECT TEAM

MARIO FASANO, E.I.T.



MARIO FASANO, E.I.T.

Bridge Engineer, HDR Engineering, Inc.

Mr. Fasano is a bridge engineer with four years of experience. His experience includes complex bridge design calculations, cost estimates, special provisions and structural analyses for design and rehabilitation projects. His duties have also included detailing and checking proposed bridge and bridge rehabilitation plan, and performing and preparing all aspects of field inspection, load rating and structural reports.

EXPERIENCE OVERVIEW

- **New Circle Road, KYTC, D7, Lexington, KY** – Mr. Fasano is a bridge engineer on this project to widen 3.8 miles of New Circle Road (KY 4) between Versailles Road and Georgetown Road. The project includes six total bridge replacements and two culvert extensions.
- **Fore River Bridge, Quincy, MA¹** - Lift Bridge Replacement; Steel Girder/Stringer; 1300' Long; 225' High Towers.
- **Beach Road over Lagoon Pond, Martha's Vineyard¹** - Bascule Bridge Replacement; Steel Girder/Stringer; 350' Long.
- **I-84 over RT-7, Danbury, CT¹** - Curved Bridge Rehabilitation; Concrete Pier & Deck Deterioration; 880' Long.
- **I-195 over Cole River, Swansea, MA¹** - Bridge Design; Steel Stringer; Precast Substructure & Deck Panels; 120' Long.
- **Bridge Design, Rockland, MD¹** - Performed the complete LRFD superstructure and substructure design of a prestressed concrete box beam bridge on reinforced concrete abutments and the substructure design of an adjacent steel truss pedestrian bridge.

¹ Denotes individual experience.

EDUCATION

- Master of Science, Bachelor of Science, Civil Engineering, John Hopkins University

PROFESSIONAL REGISTRATIONS

Engineer-in-Training: KY

INDUSTRY TENURE

4 Years

DONNIE HORN, PE., P.L.S.



DONNIE HORN, P.E., P.L.S.

Project Manager, HDR Engineering, Inc.

Mr. Horn, a registered professional engineer and surveyor, has more than 22 years of combined experience in construction, surveying, engineering design, and project management. He is a project manager with HDR and has served in the same capacity on several projects.

EXPERIENCE OVERVIEW

- **South Limestone Streetscape Design Build, Fayette County, KY** – Mr. Horn served as Project Manager for engineering services provided to the contractor for the \$11 million dollar streetscape improvement project. The project began at UK's campus and connects the district with a newly improved streetscape. The project involves relocating all overhead utilities underground, reconstructing storm sewer, sanitary sewer, along with streetscape improvements.
- **KYTC World Equestrian Games, Transportation Planning Fayette County, KY** - During Preliminary design, Mr. Horn worked as project engineer on horizontal and vertical alignments for Ironworks Pike. The preliminary design included studying bus turn around alignments to help determine a transportation plan and roadway improvement plans and assist with the traffic management plan for the games.
- **KY 4/US 421 Interchange, Fayette County, KY** - Design services for improvements to the four existing ramps at the New Circle Road/US 421 Interchange and improvements along US 421 to improve traffic congestion. During Preliminary design Mr. Horn worked as project engineer which included verifying survey information for utilities and topography, creating horizontal and vertical alignments for the ramp auxiliary lanes and US 421 and determining right-of-way impacts. The project was constructed during the summer of 2009.
- **Buckfield Road Bridge Replacement, Pike County, Kentucky**- This project involved the replacement of an aging and substandard three span bridge over the Shelby Creek tributary. HDR's design team provided KYTC with five alternate studies and construction estimates to help the team make the most informed decisions possible. Practical solutions were implemented to reduce maintenance cost, collecting debris on the piers, reduce flooding and reduce construction time. Construction was completed in 2012.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, SC

Professional Surveyor: KY

INDUSTRY TENURE

22 Years



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CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN PROJECT TEAM

JEFF ASH, P.L.S.



JEFF ASH, P.L.S.

Survey Manager, HDR Engineering, Inc.

Mr. Ash serves as Survey Manager for HDR's Kentucky Department, and has over 38 years of surveying experience. His responsibilities include coordination of all survey work for projects supporting highway, water/wastewater, and civil site, in addition to topographic and boundary surveys. He is also responsible for estimating and scheduling surveys, including survey processing and review for quality assurance, and maintaining/tracking project utilizations and deadlines.

EXPERIENCE OVERVIEW

- Establishing existing boundaries and preparation of right of way strip maps/parcels for acquisition on highway projects;
- Providing survey data to support design of projects involving water/waste water treatment plants, water main and sewer lines, and civil and site;
- GPS static/fast static with post-processing to establish aerial and survey control monuments for projects. Civil/Site surveying were performed with conventional methods and GPS RTK surveys when application was appropriate for local site topography;
- ALTA/ACSM Land Title Surveys, Final Record Plats and other boundary surveys were completed throughout Kentucky, Tennessee;
- Management of construction layout for projects with commercial, business, retail, and residential development.

PROFESSIONAL REGISTRATIONS

Professional Surveyor: KY

INDUSTRY TENURE

38 Years

ABBIE JONES, P.E., P.L.S.



ABBIE JONES, P.E., P.L.S.

Principal | Project Manager, Abbie Jones Consulting

Ms. Jones has worked in the survey and engineering industry for more than 13 years, and has a solid background in all aspects of survey, project conception, design and implementation with a strong reputation of solid performance and accountability. Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his neuroscience fellowship before moving near his family in Kentucky. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Ms. Jones holds active surveying and engineering licenses in multiple states.

EXPERIENCE OVERVIEW

- **FEMA Mitigation Project– University of Kentucky**- Project surveyor for a floodplain mitigation design project. Phase 1 included approximately 10 acres, nearly 1000 linear feet of stream cross sections, 5 detention ponds, extensive utility locates, and 25 foot grid for the topographic survey.
- **Author for Highway Design Guidance Manual KYTC** - Project manager for the HDGM manual update of survey chapters and related district training that is currently underway.
- **Household Hazardous Waste Facility, Lexington, KY** - Project surveyor for one acre of critical infrastructure and topographic survey with very quick turnaround. Unique site features included avoidance of the fatalities impound yard when collecting manhole information, and a high volume dump truck route.
- **Calvary Baptist Church ALTA/ASCM Survey, Lexington, KY** - Project surveyor for six acres of 38 original platted lots in historic downtown. Extensive boundary research and field work were required for this urban campus. The details of each wall, numbered parking space, building use, and myriad of zoning were complex, but shown in a clear manner.

EDUCATION

- Tennessee Technological University, Bachelor of Civil Engineering, 2000

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, TN, GA

Professional Surveyor: KY, GA

INDUSTRY TENURE

13 Years

The logo for HDR, consisting of the letters 'HDR' in a bold, serif font.

www.hdrinc.com

CONTRACT 3 | STRUCTURES OR BRIDGE DESIGN

SECTION 3 | CLIENT LIST



The following is a list of professional references. We encourage you to contact these individuals to learn about our past performance. Detailed descriptions for these clients and similar projects are presented in Section 4 of this submittal.

- **Mr. James Ballinger, P.E.**, Chief District Engineer
Kentucky Transportation Cabinet, Department of Highways, District 7
763 West New Circle Road | Lexington, KY 40512 | 859-246-2355
jamese.ballinger@ky.gov

Similar Projects: New Circle Road, East Nicholasville Bypass



- **Mr. Bob Nunley, P.E.**, Project Development Branch Manager
Kentucky Transportation Cabinet, Department of Highways, District 7
763 West New Circle Road | Lexington, KY 40512 | 859-246-2355
robert.nunley@ky.gov

Similar Projects: New Circle Road, East Nicholasville Bypass



- **Mr. Bob Bayert, P.E.**, Engineering Section Manager
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3410
bobb@lexingtonky.gov

Similar Projects: Citation Boulevard, Starshoot Parkway

- **Mr. Andrew Grunwald, P.E.**, Municipal Engineer Senior
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3597
agrunwal@lexingtonky.gov

Similar Project: Citation Boulevard

- **Mr. John Michael Johnson**, Project Manager
Kentucky Transportation Cabinet Department of Highways, District 12
109 Loraine Street | Pikeville, KY 41501 | 606-433-7791
johnm.johnson@ky.gov

Similar Projects: Buckfield Bridge Replacement, Smith Fork Bridge Replacement

- **Mr. John Rudd, P.E.**, Project Manager
Kentucky Transportation Department of Highways District 2
1840 North Main Street | Madisonville, KY 42431 | 270-824-7080
john.rudd@ky.gov

Similar Project: KY 813 Pennyrile Parkway Interchange Improvements

CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

SECTION 4 | SIMILAR PROJECTS



01 | NEW CIRCLE ROAD
02 | CITATION BOULEVARD

SIMILAR DESIGN EXPERIENCE

Abbreviated descriptions for similar projects, including dates, services provided, key personnel involvement, and construction cost, are presented below. Client references for these projects are presented in Section 3 of this submittal.

01 | NEW CIRCLE ROAD (KY 4) WIDENING

Kentucky Transportation Cabinet, District 7, Lexington, KY

Dates of Service: 2011- Current

Key Personnel: John Broadus, P.E. | Erica Albrecht, P.E. | Wes Hagerman, P.E. | Mario Fasano, E.I.T. | Ben Edelen, P.E., P.L.S.

Services Provided: Preliminary Engineering | Structural Design | Public Involvement

Description of Services Provided: HDR Engineering provided Phase I and is currently completing Phase II design for 3.8 miles of widening on New Circle Road (KY 4) from Versailles Road (US 60) to Georgetown Road (US 25). Work began by evaluating the capacity and assessing deficiencies on New Circle Road and the interchanges at Leestown Road (US 421) and Old Frankfort Pike. Final design includes adding an additional lane in each direction on New Circle Road along with the reconstruction of two interchanges, the replacement of six bridges, and the extension of two box culverts. The reconstructed interchange at Leestown Road will be a Double Cross-over Diamond – only the second interchange of this type to be built in Kentucky. This innovative interchange concept greatly improves operational efficiency and reduces conflict points by almost 50% over a conventional diamond interchange. Due to heavy traffic volumes, it was necessary to maintain the existing lane configurations on New Circle Road during construction. As a result, the bridges are required to be constructed in three distinct phases. Development of bridge phasing plans required a detailed investigation of construction clearances and shoring requirements. As a cost-savings measure during final design, HDR's bridge engineers developed shallow hybrid girder alternatives that reduced the overall number of beam lines by 25% over the spread box beams that had been proposed for several of the bridges in preliminary design. Substructures were carefully laid out to reduce and/or eliminate conflicts with existing utilities, ultimately saving time and money for relocations. The design development required close coordination with numerous public and private stakeholders including local agencies, utility companies, multiple railroads, local businesses and property owners. Public outreach also included the development of a project website.

Estimated Construction Cost: \$58 million

02 | CITATION BOULEVARD

Lexington-Fayette Urban County Government | Lexington, KY

Dates of Service: 1996-2013

Key Personnel: Joe Cochran, P.E. | Ben Edelen, P.E., P.L.S. | Jim Guinn, P.E. | Jeff Ash, P.L.S.

Services Provided: Preliminary Engineering | Design | Environmental Services | Surveying | Plats

Description of Services Provided: This project involved the preparation of a Design Study Report and Phase I and II plans for a highway 5.2 miles in length. Citation Boulevard is a four-lane divided arterial highway from Leestown Road to Newtown Pike. Six alternate alignments with various combinations were evaluated as part of a corridor location study from west of Leestown Road to Coldstream Farm. As alternates were developed, meetings were held involving LFUCG and KDOH. Access control alternatives were studied as part of the project. HDR determined a preferred alignment during the study phase which concluded with the approval of the preliminary line and grade plans and met a fast-track deadline for final plans. The FONSI was approved in May 1998, and final plans were complete in July 1998. Construction of Section 1 of Newtown Pike to Georgetown Rd. of the project began in the fall of 1998 and is now open to traffic. Water quality was a major emphasis. A dual storm system was designed to separate paved surface runoff from vegetative runoff. Stormceptors and bio-basins were utilized to improve the water quality. Section 2 from Leestown Rd. to Georgetown Rd. is currently under construction.

Construction Cost: \$10,000,000 - Section 1; \$23,000,000 - Section 2

CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

SIMILAR PROJECTS



03 | NEW ROUTE, NICHOLASVILLE EAST BYPASS

Kentucky Transportation Cabinet, Jessamine County, Kentucky

Dates of Service: 2010 - Present

Key Personnel: Ben Edelen, P.E., P.L.S. | Jim Guinn, P.E. | Joe Cochran, P.E. | Jeff Ash, P.L.S.

Services Provided: Phase I and Phase II Design | Bridge Considerations

Description of Services Provided: Phase I and II design for a new bypass around the east side of Nicholasville for a total mainline length of 7.3 miles. Included with the project is a new Single Point Urban Interchange (SPUI) at the US 27 North intersection. The US 27 Interchange provides connection of the new East Bypass, the existing West Bypass with a crossing of the Norfolk-Southern Railroad, and with US 27-Main Street. The project was divided into two construction sections for Final Design. HDR was selected to complete the Phase II design for Section 1 which begins at KY 39 and runs north to the proposed interchange with US 27, including improvements along US 27 corridor. This section includes approximately 5.2 miles of rural bypass design with intersections at KY 39 and KY 169 and includes design of three box culverts and new bridges over US 27 and over the Norfolk-Southern Railroad. A joint inspection was held in October 2011, and right-of-way plans were submitted in March 2012.

Construction Cost Estimate: \$48,000,000



04 | KY 813 PENNYRILE PARKWAY INTERCHANGE IMPROVEMENTS

Kentucky Transportation Cabinet, Hopkins County, Kentucky

Dates of Service: 2011 - Present

Key Personnel: Kelly Meyer, P.E., P.L.S. | Matt Newman, P.E. | John Broadus, P.E. | David Lee, P.E., P.T.O.E., P.L.S. | Norman Barker, P.E., P.L.S. | Wes Hagerman, P.E.

Services Provided: Preliminary Engineering | Phase II Design | Bridge Design | Surveying

Description of Services Provided: HDR Engineering, Inc. is providing design services for upgrades to bring this interchange into compliance with the most current interstate standards. Services completed include survey and Preliminary design. Phase II design services have been negotiated and are ongoing. This existing folded diamond interchange is on the route proposed for reclassification as I-69 and does not meet current design standards. HDR was selected to develop preliminary and final interchange layouts and cost estimates and perform an abbreviated Interchange Modification Report (IMR). HDR developed a total of nine interchange modification options that would satisfy current design standards. These options ranged from simple improvements to the existing substandard circular ramps to reconstruction of the interchange as a full diamond configuration. Following meetings with District 2 staff, three options were selected to advance to Preliminary Line and Grade. Following meetings between Central office staff, FHWA and District personnel, the final decision has been made to proceed with standard diamond interchange as the preferred option. This option includes the design of three bridge structures.

Preliminary Construction Cost: \$11,700,000



05 | BUCKFIELD ROAD BRIDGE REPLACEMENT

Kentucky Transportation Cabinet, District 12, Pike County, Kentucky

Dates of Service: 2011-2012

Key Personnel: Ben Edelen, P.E., P.L.S. | Donnie Horn, P.E. | Joe Cochran, P.E.

Services Provided: Preliminary Engineering | Phase II Design | Bridge Replacement

Description of Services Provided: This project was located approximately 10 miles south of Pikeville along KY 122 in Pike County. The existing single lane bridge spanned a tributary of Shelby Creek on Buckfield Road. The bridge was selected for replacement due to aging, a poor load rating, and a need for continuous repairs. The existing single, 11-foot lane structure consisted of 3-spans which routinely collected debris at the piers. The allowable load rating for the existing bridge was insufficient to allow school bus traffic. Ultimately a single span alternate upstream of the existing structure was selected. The new structure consists of a 95-foot, single span concrete beam bridge with two 10-foot lanes and 4-foot shoulders, allowing two-way traffic, eliminating the debris issues and allowing for school bus traffic.

Construction Cost: \$650,000

06 | STARSHOOT PARKWAY

Lexington Fayette Urban County Government, Lexington, Kentucky

Dates of Service: 2006-2007

Key Personnel: Ben Edelen, P.E., P.L.S. | Joe Cochran, P.E.

Services Provided: Preliminary Design | Design | Preparation of Construction Drawings and Specifications | Street Lighting | Public Involvement

Description of Services Provided: This project involved extending Starshoot Parkway approximately 950 feet to tie to Liberty Road Section 1A. The design of the Starshoot Parkway extension included preparing preliminary alternatives and the development of final construction plans, contract specifications and bidding documents. The extension included a bridge over the I-75 Tributary of North Elkhorn Creek and a proposed pedestrian trail, both adjacent to the school property. HDR prepared a CLOMR for the project. Design and letting of the project was coordinated with both the Liberty Road Widening project, a new elementary school (Liberty Elementary School) and a force main relocation. Construction was completed in 2008.

Construction Cost: \$660,000

03 | NICHOLASVILLE EAST BYPASS

04 | KY 813 PENNYRILE PARKWAY INTERCHANGE

05 | BUCKFIELD ROAD BRIDGE REPLACEMENT

06 | STARSHOOT PARKWAY



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CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

SECTION 5 | LOCAL OFFICE LOCATIONS

HDR ENGINEERING, INC. LOCAL OFFICE LOCATIONS

HDR maintains local offices in Lexington and Louisville, Kentucky; and, Cincinnati, Ohio.

★ = Lexington, Louisville, and Cincinnati



PRIME CONSULTANT HDR ENGINEERING, INC.

| | |
|--|---|
| Firm Name: | HDR ENGINEERING, INC. (HDR) |
| Local Address: | 2517 Sir Barton Way Lexington, KY 40509 |
| Local Phone No. Fax No.: | (859) 629-4800 (859) 629-4801 |
| Date Established: | 1989 |
| No. Of Local Employees Utilization: | 65 90% |

SUBCONSULTANTS

Abbie Jones Consulting | Permits, SWPPPs, Field Surveying

| | |
|--|--|
| Local Address: | 1022 Fontaine Road Lexington, KY 40502 |
| Local Phone No.: | (859) 559-3443 |
| Date Established: | 2011 |
| No. Of Local Employees Utilization: | 5 10% |

Consulting Services, Inc. | Geotechnical Investigation

| | |
|--|---|
| Local Address: | 858 Contract Street Lexington, KY 40505 |
| Local Phone No. Fax No.: | (859) 309-6021 (888) 792-3121 |
| Date Established: | 2009 |
| No. Of Local Employees Utilization: | 41 As Needed |



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CONTRACT 4 | STRUCTURES OR BRIDGE DESIGN

SECTION 6 | DBE/WBE INVOLVEMENT



Abbie Jones Consulting (AJC) is a certified disadvantaged business enterprise (DBE), specializing in providing sustainable professional engineering. AJC staff have worked in multiple states and we leverage the ideas and thorough knowledge of regulations to benefit our local clients. AJC currently has one professional engineer, an engineer-in-training, and a draftsman/crew chief. AJC holds certifications in erosion control (KPESC-RI) and floodplain management (CFM). AJC staff have authored sustainable texts: ordinances, municipal design policies, and committee-written design manuals. AJC's positive outcomes with local authorities are a result of civil service experience and a "we're here to help YOU" perspective. Professional services include:

Professional Land Surveying

- Construction Staking
- Boundary Surveys
- Control and Panel Points
- Floodplain and Hydrographic Surveying
- Training Courses
- Topographic Surveys
- Asbuilt and ALTA Surveys
- House Stakeouts and Lot Surveys
- Elevation Certificates

Professional Engineering

- Utility Coordination
- Permitting
- Urban Highway Design
- Traffic Counts
- Erosion Control Designs & Insp.
- Rural Highway Design
- Bike and Pedestrian Design
- Training Courses

Appendix A | **AFFIDAVIT**

Comes the Affiant, HDR Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

Ben R. Edelen

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ben R. Edelen on this the 26th day of March, 2014.

My Commission expires: 10/16/2016

 Robyn Cheatham
NOTARY PUBLIC, STATE AT LARGE

Appendix B | **WORKFORCE ANALYSIS**

WORKFORCE ANALYSIS FORM

Name of Organization: HDR Engineering, Inc./KY-TN Area

Date: 3/12/2014

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|-----------------------------|------------|------------|-----------|--------|---|----------|----------|-------|---|------------|-----------|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators and Managers | 18 | 16 | 2 | | | | | | | 16 | 2 |
| Professionals | 72 | 63 | 8 | | | 1 | | | | 63 | 9 |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foreman | | | | | | | | | | | |
| Technicians* | 26 | 23 | 1 | | | 2 | | | | 25 | 1 |
| Protected Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | 7 | | 6 | | | 1 | | | | | 7 |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total | 123 | 102 | 17 | | | 2 | 2 | | | 104 | 19 |

*Includes temporaries

Prepared by: Patty Van Vooren, Kentucky Diversity Officer

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

HDR ENGINEERING, INC.

Name of Business



Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to race, color, sex, sexual orientation, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status or Vietnam Era Veteran, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Richard A. O'Gara, Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

HDR, Inc.

8404 Indian Hills Drive
Omaha, NE 68114-4049

Phone (402) 399-1000
Human Resources Fax (402) 548-5002
<http://hr.intranet.hdr/>

09.05.04

HDR Engineering, Inc. Affirmative Action Plan

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

Employee Referral Program - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

Tuition Reimbursement - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

Job Posting - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

Performance Appraisal and Development Program - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company.

HDR Engineering, Inc.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

3/13/2014

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---|-------|--|-------|--|-------|---|-------|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : St. Paul Fire and Marine Insurance Company</td> <td>24767</td> </tr> <tr> <td>INSURER C : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER D : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Hartford Fire Insurance Company | 19682 | INSURER B : St. Paul Fire and Marine Insurance Company | 24767 | INSURER C : Sentinel Insurance Company, Ltd. | 11000 | INSURER D : Zurich American Insurance Company | 16535 | INSURER E : | | INSURER F : |
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| INSURER D : Zurich American Insurance Company | 16535 | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED 1014392 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049 | | | | | | | | | | | | | | |


COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 12823272 **REVISION NUMBER:** XXXXXXXX

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | Y | Y | 37CSEQU0950 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A A A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS | Y | Y | 37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA) | 6/1/2013 6/1/2013 6/1/2013 | 6/1/2014 6/1/2014 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | N | N | ZUP-10R64084-13-NF (EXCLUDES PROF. LIAB) | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX |
| C C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 91WEOH1000 (AOS) 91WBOH1760 (HI) | 7/1/2013 7/1/2013 | 7/1/2014 7/1/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | ARCH & ENG PROFESSIONAL LIABILITY | N | N | EOC9260026-06 | 6/1/2013 | 6/1/2014 | PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 13-2014 PROFESSIONAL ENGINEERING SERVICES. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| 12823272 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ATTENTION: THERESA MAYNARD 200 EAST MAIN STREET ROOM 338, GOVERNMENT CENTER LEXINGTON KY 40507 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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.

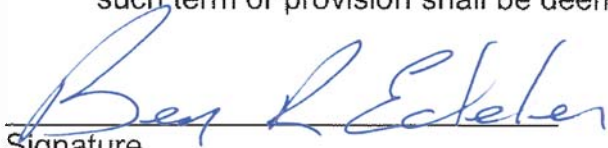
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

3/26/14

Date


CONTRACT 4 - STRUCTURES OR BRIDGE DESIGN
 Lexington-Fayette Urban County Government
 MBE/WBE Participation Form

1) Identification of Participating MBE/WBEs

| MBE/WBE Name, Address & Phone | Work to be Performed | Dollar Value of Work | % Value of Total Contract |
|--|---|-------------------------|------------------------------|
| 1. Abbie Jones Consulting 1022 Fontaine Rd Lexington, KY 40502 859-559-3443 | <ul style="list-style-type: none"> • Permits • SWPPPs • Field Surveyings | TBD | 10% |
| | | | |
| | | | |
| | | | |

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: HDR Engineering, Inc.

By: 

Date: March 26, 2014

Title: Vice President

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2014

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.

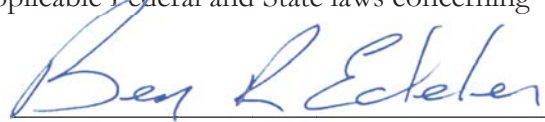
_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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.

HDR ENGINEERING, INC.

Company



Company Representative

3/26/14

Date

Area Manager | Vice President

Title

Attachment 1

Project Team Location(s)

CONTRACT 4 - STRUCTURES OR BRIDGE DESIGN

| Prime Consultant | Location (City, State) | Date Office Established | Total Number of Employees | No. of Employees expected to work on DOE projects |
|-----------------------|---------------------------------|-------------------------|---------------------------|---|
| Headquarters | Omaha, NE | 1917 | 8,600 | 40 |
| Local Office | Lexington, KY | 1989 | 65 | 40 |
| PM Location | Lexington, KY | | | |
| | | | | |
| SubConsultants | Abbie Jones Consulting | May 2011 | 5 | 5 |
| Name: | Permit, SWPPPs, Field Surveying | | | |
| Service Provided | Lexington, KY | May 2011 | 5 | 5 |
| Headquarters | Lexington, KY | May 2011 | 5 | 5 |
| Local Office | | | | |
| | | | | |
| Name: | Consulting Services, Inc. | 2009 | 43 | 9 |
| Service Provided | Geotechnical Services | | | |
| Headquarters | Lexington, KY | 2009 | 31 | 9 |
| Local Office | Lexington, KY | 2009 | 31 | 9 |
| | | | | |
| 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: | | 20 | |
| | 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): | | | |
| Final Technical Score | | | 100 | |

Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit _____
 Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____

Comments:

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



statement of qualifications

RFP # 13-2014 | Professional Engineering Services for

CONTRACT 6 | TRAFFIC SIGNAL DESIGN

Lexington-Fayette Urban County Government

March 26, 2014

CONTRACT 6 | TRAFFIC SIGNAL DESIGN

SECTION 1 | FIRM QUALIFICATIONS

HDR Local Services Overview

Transportation

- Alignment Studies
- Grade and Drainage
- Streetscape Design
- Parks/Playgrounds/ Golf Courses
- Highways/Airports/Traffic Engineering
- Site Landscaping
- Structural Design

Geotechnical

- Investigation
- Analysis
- Design

Civil/Site Development

- Planning/Design
- Surveying/GPS
- Industrial & Commercial Sites
- Recreational Facilities
- Mapping/GIS
- Public Involvement

Stormwater

- Master Plans
- Conveyance Systems
- Utility Formation
- NPDES Permits
- Mapping/Ordinances
- Retention/Detention Basins

GIS

- Data Collection/Creation/Conversion
- Spatial Analysis
- Development/Integration
- Cartography
- GPS

Construction/Operations

- Contract Administration
- Scheduling
- Shop Drawing Reviews
- Resident Representatives

HDR ENGINEERING, INC.

To address traffic signal design for Lexington, LFUCG needs a consulting team that will provide:

- Local staff with an exceptional understanding of LFUCG's policies, design procedure, and existing signal systems.
- A team that has a proven track record of successfully completing signal design projects for LFUCG and has a long standing working relationship with the staff of LFUCG.
- A diverse team that is committed to the local community and that call Lexington "home".
- A team of professionals committed to helping the LFUCG meet all project goals, utilizing modern techniques and technologies for best results, including Miovision video traffic counting, and maintaining effective communication with LFUCG, and other involved stakeholders.

HDR HISTORY

Headquartered in Omaha, Nebraska, HDR was founded in 1917, and maintains regional offices in Lexington and Louisville, Kentucky; Cincinnati and Columbus, Ohio; and, Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design infrastructure that meets the community's needs.

This year, HDR celebrates its 97th anniversary of providing engineering and architectural services to its clients. We have grown from a small municipal engineering firm to a No. 11 ranking in 2013 by "Engineering News Record (ENR)" as one of the Top 500 Design Firms. More importantly, HDR was ranked No. 6 in Highway Firms by ENR in 2013. Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.

[Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.]

Today, HDR employs approximately 8,600 professional and support staff in 210 offices nationwide, including approximately 150 professionals and support staff in our Kentucky and Ohio offices. Our regional offices provide our clients a full range of services, including transportation, civil/site development, stormwater, GIS, construction services, geotechnical engineering, and structural design.

While HDR's services have evolved to meet increasingly complex challenges ranging from nanotechnology to infrastructure security, one thing that hasn't changed is our commitment to the values upon which HDR was founded. These values include respect, integrity, empowerment, innovation, teamwork, and responsibility. HDR's mission is to be an excellent professional firm known for vision, value and service to our clients, our communities, and employees.

FIRM QUALIFICATIONS

The local staff of HDR has enjoyed a 36-year relationship with Lexington-Fayette Urban County Government (LFUCG). Our Lexington office is located in Hamburg Place on Sir Barton Way (designed by HDR). Our project team members have more than 30 years of design experience for LFUCG, including: Liberty Road Study, Preliminary Design, and Section I Final Design; Starshoot Parkway Extension; and Richmond Road Signal Design. This experience has involved a variety of projects with cumulative construction costs exceeding \$160 million. These projects were performed on schedule and within budget. Further discussion of projects can be found in Section 4 of this document.

CONTRACT 6 | TRAFFIC SIGNAL DESIGN FIRM QUALIFICATIONS

HDR Local Services Overview *(continued)*

Construction/Operations

- Operation & Maintenance Manuals
- Training & Start-up
- Operations Assistance
- Construction Management

Funding Assistance

- Source Identification
- Application Preparation
- Program Administration

Electrical/Instrumentation

- SCADA Systems
- Fiber Optics/Data Networks
- Instrumentation & Controls
- Security/Access Control Systems
- Communication Systems
- Power Distribution/Lighting

Water/Wastewater

- Facilities Plans/Preliminary Studies
- System Analysis/Review
- Sewer System Evaluation
- Sewer Rehabilitation
- Gravity Sewers/Force Mains
- Pump Stations
- Sanitary Sewer Modeling
- Wastewater/Water Treatment
- CSOs/SSOs
- Equalization Basins

ABBIE JONES CONSULTANTS *(DBE Subconsultant)*

Abbie Jones Consulting began in May 2011 with a vision to provide surveying, engineering, and training. Our clear understanding of the end user drives our data collection methods and deliverables. We understand what engineers, GIS managers, and government officials need. Because we know what data needs to be collected, we rarely need to go back to pick up additional data. Our clear understanding of how survey information will be used, provides our teammates and clients with on-time, within-budget solutions. As a DBE firm, we expect to work hard helping our teammates.

Ms. Jones is co-author and project manager for the surveying training courses under development for each Kentucky Transportation Cabinet (KYTC) district office. Our staff has extensive experience in Fayette County including two recent LFUCG surveys. Traditional methods for topography, leveling, staking, and other survey tasks are also part of our capabilities. Our crews are familiar with hydrographic surveying using a variety of techniques with traditional waders, kayaks, and shallow draft boats. We are very familiar with easements, property descriptions, boundary surveys, and ALTA/ACSM surveys. Our staff works in both AutoCAD and Microstation platforms to meet the various needs of our agency clients.



www.hdrinc.com



CONTRACT 6 | TRAFFIC SIGNAL DESIGN

SECTION 2 | PROJECT TEAM

OVERVIEW

We understand that the goal of Lexington-Fayette Urban County Government (LFUCG) is to select a competent team capable of producing a quality project on-schedule and within budget. Once the team is selected, the success of your project will be determined by the individuals you work with on a day-to-day basis. Our philosophy is to develop a “team approach” that combines our most experienced professionals with LFUCG representatives to obtain effective solutions. Therefore, a multi-disciplined team has been organized with the necessary expertise to address each project component. The organization chart presented in Figure 2-1 may be cross-referenced with Table 2-1 to review team member locations, project responsibilities, and individual qualifications.

Figure 2-1 PROJECT TEAM ORGANIZATIONAL CHART

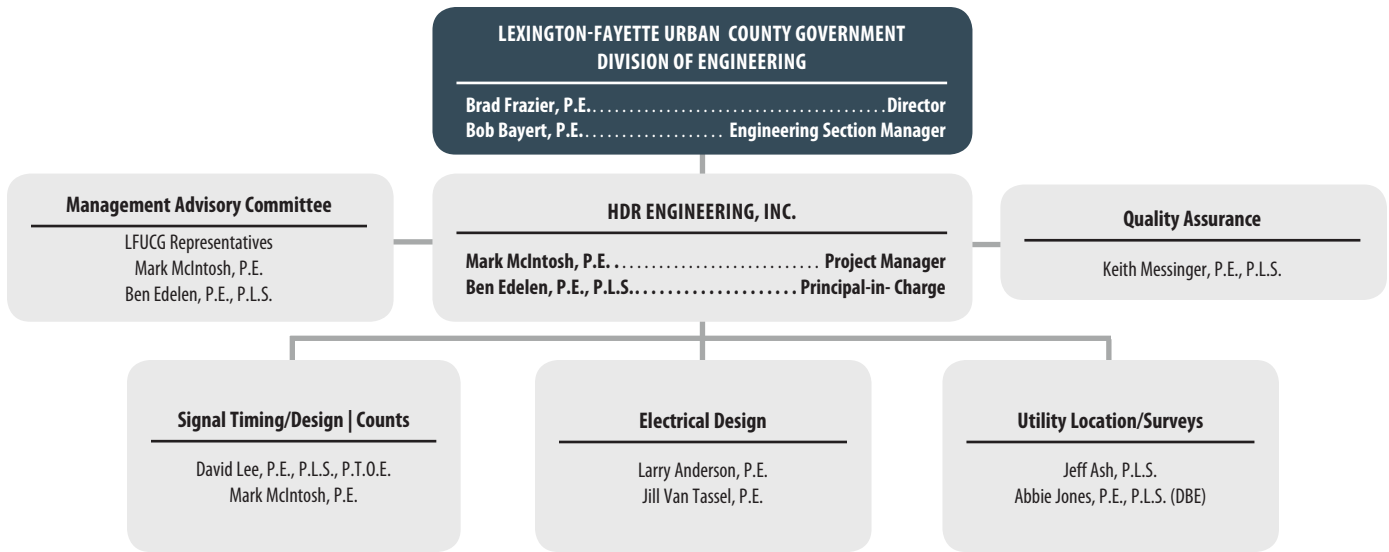


Table 2-1 KEY PERSONNEL

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|-------------------------------------|--------|-------------------|--|--|
| Mark McIntosh, P.E. HDR Lexington, KY | Project Manager | BSCE | 17 | Prof. Eng. KY | Project Manager Day-to-Day Contact, Signal Timing/Design, Cost Estimates, Bidding Services, MAC ¹ Meetings, Counts |
| Ben Edelen, P.E., P.L.S. HDR Lexington, KY | Department Manager Vice President | BSCE | 30 | Prof. Eng. KY, OH Prof. Surveyor KY | Principal-in-Charge Public Involvement, MAC ¹ Meetings |
| David Lee P.E., P.L.S., PTOE HDR Louisville, KY | Sr. Transportation Engineer | MSCE | 35 | Prof. Eng. KY, TN, MO Prof. Surveyor KY, OH Professional Traffic Operations Engineer Certification | Traffic Engineering Signing, Striping, Capacity Analysis, QA/QC, Counts |
| Larry Anderson, P.E. HDR Lexington, KY | Vice President | BSEE | 39 | Prof. Eng. KY, TN, FL, AL, AZ, CA, GA, IL, IN, LA, MA, NV, NM, NC, OH, PA, SC, TX VT, VA, WV | Electrical Engineering Task Manager Electrical Design |

CONTRACT 6 | TRAFFIC SIGNAL DESIGN

PROJECT TEAM

| Name | Firm Position | Degree | Yrs of Experience | Registration | | Project Responsibilities |
|---|------------------------------------|--------|-------------------|--------------------------|--------------------------|--|
| Jill Van Tassel, P.E. HDR Lexington, KY | Project Manager | BSEE | 24 | Prof. Eng. KY | | Electrical Engineering Electrical Design |
| Jeff Ash, P.L.S. HDR Lexington, KY | Survey Manager | N/A | 38 | Prof. Surveyor KY | | Field Survey & Easements Elevations, Utilities, Property Surveys, Easement Descriptions |
| Keith Messinger, P.E., P.L.S. HDR Lexington, KY | QC Coordinator/ Project Manager | BSCE | 33 | Prof. Eng. KY | Prof. Surveyor KY | QA/QC Quality Reviews |
| Abbie Jones Abbie Jones Lexington, KY | Principal Project Manager | BSCE | 13 | Prof. Eng. KY, TN, GA | Prof. Surveyor KY, GA | Field Survey Elevations, Utilities |

Note: 'MAC - Management Advisory Committee

RESUMES

Due to page limitations, abbreviated resumes for key team members have been included on the following pages. Detailed resumes for all project team members are available upon request.

CONTRACT 6 | TRAFFIC SIGNAL DESIGN PROJECT TEAM

MARK MCINTOSH, P.E.



MARK MCINTOSH, P.E.

Traffic Engineer, HDR Engineering, Inc.

Mr. McIntosh has abundant experience as a project leader and team member for traffic studies, signal design, and intersection field studies during his career.

EXPERIENCE OVERVIEW

- **KYTC District 7 Highways Intersection Studies, Lexington, Kentucky** – Mr. McIntosh prepared nineteen (19) intersection studies in Lexington, Fayette County. Signal warrant and left turn phasing analysis was performed including highway capacity, accident diagrams, turning movement counts, field calibration and review, signal phasing and final recommendations.
- **Richmond Road (U.S. 25) Widening, Lexington, Kentucky** – Designed seven signalized intersections as a sub-consultant. Richmond Road has been designed to widen to six lanes, and all intersections required updated signal design. All signals were interconnected to Lexington-Fayette Urban County Government control system.
- **KY 4/US 421 Interchange, Fayette County, Kentucky** - The project consisted of providing Phase I & II Design for improvements to the ramps, US 421 and widen KY 4. Ultimate and immediate improvements were identified, designed and estimated. The lower cost immediate improvements were chosen for construction to fit KYTC budgets. Construction of the ramp and US 421 improvements were completed in 2009.
- **Nicholasville East Bypass - Jessamine County, Kentucky, KYTC - District 7**– Prepared traffic analysis (Synchro and Transyt - 7f) and CORSIM modeling of existing and future conditions of at-grade intersections and single-point diamond interchange associated with the alignments of the East Bypass.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

17 Years

BEN EDELEN, P.E., P.L.S.



BEN EDELEN, P.E., P.L.S.

Area Manager | Vice President, HDR Engineering, Inc.

Mr. Edelen has over 30 years of experience on major transportation projects throughout the Commonwealth of Kentucky. Mr. Edelen has been a project manager on over \$600 million in projects. His responsibilities included the design and preparation of plans, supervision of others. Mr. Edelen is responsible for the timely completion of work and quality of the plans.

EXPERIENCE OVERVIEW

- **World Equestrian Games, Statewide Transportation Planning & Design, Fayette County, Kentucky** – HDR Engineering provided transportation planning and design services for the 2010 World Equestrian Games at the Kentucky Horse Park. The HDR led team was selected in 2007 to provide a full range of services that have included traffic modeling, preliminary and final roadway design, agency coordination, GIS, public meetings, utility relocations, stream permitting and traffic management. Transportation was a huge success for the games.
- **KY 4/US 421 Interchange, Fayette County, Kentucky** - The project consisted of providing Phase I & II Design for improvements to the ramps, US 421 and widening KY 4. Ultimate and immediate improvements were identified, designed and estimated. The lower cost immediate improvements were chosen for construction to fit KYTC budgets. Construction of the ramp and US 421 improvements were completed in 2009.
- **US 68, Fayette and Jessamine Counties, Kentucky** - Project engineer for this project with limits that extend from approximately one mile south of Brannon Road in Jessamine County to Man O' War Boulevard in Fayette County for a total length of 4.3 miles. The proposed four-lane divided highway follows the existing corridor switching from right to left of the existing roadway to miss historic properties, cemeteries, and subdivisions. Construction cost was \$17 million.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

Professional Surveyor: KY

INDUSTRY TENURE

30 Years



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CONTRACT 6 | TRAFFIC SIGNAL DESIGN PROJECT TEAM

DAVID LEE, P.E., P.L.S., P.T.O.E.



DAVID LEE, P.E., P.L.S., P.T.O.E.

Sr. Project Engineer, HDR Engineering, Inc.

Mr. Lee has over 35 years experience as project manager/engineer on all aspects of a variety of transportation projects. From 12 years experience as a principal in a firm, he understands the importance of project planning, scheduling and budgeting. He is a certified Professional Traffic Operations Engineer and has also served as Adjunct Professor of Civil Engineering at Vanderbilt University and Speed Scientific School at the University of Louisville.

EXPERIENCE OVERVIEW

- **KYTC Statewide Traffic Engineering Services** – Senior traffic engineer responsible for services as requested by the KYTC as needed. Most recently, Mr. Lee developed revised timing plans for a signal system in Bowling Green that consisted of 10 signalized intersections that were operating independently. He is currently completing two system upgrades in Pikeville on US 23 and KY 1426.
- **Transportation Planning Analyses/Studies** – Prepared over 50 traffic planning and impact studies. These studies generally included intersection capacity analysis utilizing methodology of the Highway Capacity Manual and HCS+ or Synchro modeling software.
- **Traffic Signal Design** – Project engineer/manager for the preparation of traffic signal plans/specifications for over 20 intersections. Many projects included the development of signal phasing and timing plans used to establish timing at local controllers.
- **Shelbyville Road/Snyder Freeway/I-64 Regional Traffic Analysis, Jefferson County, Kentucky** – Project manager responsible for traffic engineering/planning study to evaluate the impact of potential development of several major tracts of land in a quadrant of this major interchange. The study consisted of an evaluation of existing conditions within the study area and contained an analysis of the adequacy of both the existing road network, and with additional traffic generated by projects that had received zoning approval.

EDUCATION

- Master of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

Professional Land Surveyor: KY

Professional Traffic Operations Engineer Certification

INDUSTRY TENURE

35 Years

LARRY ANDERSON, P.E.



LARRY ANDERSON, P.E.

Vice President, HDR Engineering, Inc.

Mr. Anderson's responsibilities include instrumentation and control (I&C) and electrical distribution design. His experience includes wastewater/water treatment plant and pump station design, back-up electrical power system design, indoor/outdoor lighting design, energy calculations, estimating electrical construction costs, electrical design for hazardous locations, overhead and underground distribution of high voltage circuits, instrumentation and control systems including programmable logic controllers (PLCs), computer-based networks, communications, fire alarm and signal systems, lightning protection, security systems, circuit breaker and relay coordination, load studies, fault current and voltage drop calculations and studies, and power factor studies and correction design.

EXPERIENCE OVERVIEW

- **Blue Grass Airport Concourse B Expansion, Lexington, Kentucky.** Project Engineer for a terminal expansion including lighting, power distribution, lightning protection, emergency generator, data network, wireless internet, sound/intercom system, telephone system, flight/gate informational displays, access control and CCTV.
- **Blue Grass Airport Runway/Taxiway Signage, Lexington, Kentucky.** Project Manager for signage improvements to comply with FAA Advisory Circular 150/5340-18C including modification/addition of signs at low visibility routes, confusing intersections, holding positions for runways, runway exits, runway to runway intersections, and controlling entrances to ILS critical areas and runway approach areas.
- **Blue Grass Airport Multi-level Parking Structure, Lexington, Kentucky.** Lighting and security systems for a \$10 million three-story parking facility that will be located in the existing short term parking lot across from the terminal building.

EDUCATION

- Bachelor of Science, Electrical Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, TN, FL, AL, AZ,

CA, GA, IL, IN, LA, MA, NV, NM, NC, OH,

PA, SC, TX VT, VA, WV

INDUSTRY TENURE

39 Years

HDR

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CONTRACT 6 | TRAFFIC SIGNAL DESIGN PROJECT TEAM

JILL VAN TASSEL, P.E.



JILL VAN TASSEL, P.E.

Electrical Engineer, HDR Engineering, Inc.

Mrs. Van Tassel's responsibilities include design/drafting for various electrical engineering projects, including estimating electrical construction costs, distribution of medium and low voltage circuits, lighting, communications, fire alarm and signal systems, security systems and access control systems, load studies, fault current and voltage drop calculations and studies, power factor studies, and correction design.

EXPERIENCE OVERVIEW

- **Aircraft Rescue and Fire Fighting Training Facility, Blue Grass Airport.** Responsible for all electrical/ instrumentation on this \$3.5 million facility that began offering live fire training in the summer of 1998.
- **Blue Grass Airport Access Control System.** Access control system including card access system, computer, alarm, monitoring system, data access system, card readers, remote gate controllers, personal identification number pads, and closed circuit televisions.
- **Blue Grass Airport Signage, Lexington, Kentucky.** Design engineer to provide for improvements of runway/taxiway signage and markings to bring Lexington's Blue Grass Airport in compliance with the July 31, 1991, Advisory Circular 150/5340-18C Standards.
- **Multi-level Parking Structure, Blue Grass Airport.** Lighting and security systems for a \$10 million three-story parking facility that will be located in the existing short term parking lot across from the terminal building at Blue Grass Airport.
- **Carter County Elementary School, Carter County, Kentucky.** 60,000 sq. ft. school including lighting, power distribution, fire alarm system, miscellaneous equipment connections, cable television network, telephone system, and public address system.

EDUCATION

- Bachelor of Science, Electrical Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

24 Years

JEFF ASH, P.L.S.



JEFF ASH, P.L.S.

Survey Manager, HDR Engineering, Inc.

Mr. Ash serves as Survey Manager for HDR's Kentucky Department, and has over 38 years of surveying experience. His responsibilities include coordination of all survey work for projects supporting highway, water/wastewater, and civil site, in addition to topographic and boundary surveys. He is also responsible for estimating and scheduling surveys, including survey processing and review for quality assurance, and maintaining/tracking project utilizations and deadlines.

EXPERIENCE OVERVIEW

- Establishing existing boundaries and preparation of right of way strip maps/parcels for acquisition on highway projects;
- Providing survey data to support design of projects involving water/waste water treatment plants, water main and sewer lines, and civil and site;
- GPS static/fast static with post-processing to establish aerial and survey control monuments for projects. Civil/Site surveying were performed with conventional methods and GPS RTK surveys when application was appropriate for local site topography;
- ALTA/ACSM Land Title Surveys, Final Record Plats and other boundary surveys were completed throughout Kentucky, Tennessee;
- Management of construction layout for projects with commercial, business, retail, and residential development.

PROFESSIONAL REGISTRATIONS

Professional Surveyor: KY

INDUSTRY TENURE

38 Years



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CONTRACT 6 | TRAFFIC SIGNAL DESIGN PROJECT TEAM

KEITH MESSINGER, P.E., P.L.S.



KEITH MESSINGER, P.E., P.L.S.

Quality Control Coordinator | Project Manager, HDR Engineering, Inc.

Mr. Messinger serves as the Quality Control Coordinator and he has more than 33 years of experience. His responsibilities include assuring quality control procedures are in place, and review of plans and bidding documents/specifications.

EXPERIENCE OVERVIEW¹

- **Kentucky Horse Park Indoor Event Arena, Lexington, KY.** Participated as the design civil engineer for the architect design team to plan, design and produce plans to construct the new Indoor Event Arena for the Kentucky Horse Park in preparation for the 2010 World Equestrian games, a \$36 million project. Responsible for site storm water/detention/storm water quality design, site sanitary sewer design, site water main/fire service/domestic service design and site erosion control design. Working with all design team professionals to meet client needs. Project was completed in 2009.
- **Kentucky Horse Park Outdoor Stadium, Lexington, KY.** Participated as the design civil engineer for the architect design team to plan, design and produce plans to construct a replacement outdoor stadium for the Kentucky Horse Park as part of the preparations ongoing for the 2010 World Equestrian Games, a \$21 million project. Responsible for site storm water, site sanitary sewer, off site sanitary sewer, site and off site water designs as well as erosion control. Have also served as coordination conduit between this project and other projects at the Park to make all projects merge together and provide the client with good finished products. Meetings with governmental agencies and utility companies for coordination.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, IN

Professional Surveyor: KY

INDUSTRY TENURE

33 Years

ABBIE JONES, P.E., P.L.S.



ABBIE JONES, P.E., P.L.S.

Principal | Project Manager, Abbie Jones Consulting

Ms. Jones has worked in the survey and engineering industry for more than 13 years, and has a solid background in all aspects of survey, project conception, design and implementation with a strong reputation of solid performance and accountability. Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his neuroscience fellowship before moving near his family in Kentucky. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Ms. Jones holds active surveying and engineering licenses in multiple states.

EXPERIENCE OVERVIEW

- **FEMA Mitigation Project– University of Kentucky-** Project surveyor for a floodplain mitigation design project. Phase 1 included approximately 10 acres, nearly 1000 linear feet of stream cross sections, 5 detention ponds, extensive utility locates, and 25 foot grid for the topographic survey.
- **Author for Highway Design Guidance Manual KYTC** - Project manager for the HDGM manual update of survey chapters and related district training that is currently underway.
- **Household Hazardous Waste Facility, Lexington, KY** - Project surveyor for one acre of critical infrastructure and topographic survey with very quick turnaround. Unique site features included avoidance of the fatalities impound yard when collecting manhole information, and a high volume dump truck route.
- **Calvary Baptist Church ALTA/ASCM Survey, Lexington, KY** - Project surveyor for six acres of 38 original platted lots in historic downtown. Extensive boundary research and field work were required for this urban campus. The details of each wall, numbered parking space, building use, and myriad of zoning were complex, but shown in a clear manner.

EDUCATION

- Tennessee Technological University, Bachelor of Civil Engineering, 2000

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, TN, GA

Professional Surveyor: KY, GA

INDUSTRY TENURE

13 Years



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CONTRACT 6 | TRAFFIC SIGNAL DESIGN

SECTION 3 | CLIENT LIST



The following is a list of professional references. We encourage you to contact these individuals to learn about our past performance. Detailed descriptions for these clients and similar projects are presented in Section 4 of this submittal.

- **Mr. Steve Cummins**, Traffic Signal Manager
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3491
stevec@lexingtonky.gov

Similar Projects: Liberty Road Signals



- **Mr. Keith Lovan, P.E.**, Municipal Engineer Senior
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3410
klovan@lexingtonky.gov

Similar Projects: Liberty Road Signals



- **Ms. Lynn Witmer**, Transportation Engineering, Tech III
Kentucky Transportation Cabinet, Division of Traffic Operations
200 Mero Street | Frankfort, KY 40622 | 502-564-3020
lynn.witmer@ky.gov

Similar Projects: Liberty Road Signals, US 68 - Fayette and Jessamine Counties

- **Mr. Warren Witt, Director of Development**
Hamburg Place Farms
2517 Sir Barton Way, Suite 210 | Lexington, KY 40509 | 859-299-1515
warrenwitt@hamburgplace.com

Similar Projects: Hamburg Place Development, Nicholasville US 27 Commerce Center (Kohls/Sam's Club), Nicholasville Road (at Man O'War) Marketplace

CONTRACT 6 | TRAFFIC SIGNAL DESIGN

SECTION 4 | SIMILAR PROJECTS



01 | LIBERTY ROAD

Lexington-Fayette Urban County Government | Lexington, KY

Dates of Service: 2001-2009

Key Personnel: Mark McIntosh, P.E. | Joe Cochran, P.E. | Ben Edelen, P.E., P.L.S. | Jim Guinn, P.E. | Jeff Ash, P.L.S. | Larry Anderson, P.E.

Services Provided: Preliminary Engineering | Design | Environmental Services | Public Involvement | Traffic Signal Design

Description of Services Provided: This project consisted of preparing preliminary plans and Final Design for Section I. The project was complex due to the changing typical sections and designing the improvements to limit impacts to the existing corridor. The project was an urban design with curb and gutter and fluctuated from a four-lane grass median divided roadway to a three-lane section. The project included signal designs for three intersections: Liberty Road at Man O' War, Liberty Road at Liberty Ridge, and Liberty Road at Starshoot Parkway. Many public meetings and neighborhood participation created a positive public response and provided a context-sensitive design that has public approval. The Phase I Design was completed for all three sections of Liberty/Todds Road and culminated with a Categorical Exclusion for the project. The Final Design of Section I began when the Phase I design was completed. Section I was broken into two subsections.

Construction Cost: \$10,500,000 – Section 1

02 | US 68 FAYETTE & JESSAMINE COUNTIES

Kentucky Transportation Cabinet, District 7, Lexington, KY

Dates of Service: 1997-2001

Key Personnel: Mark McIntosh, P.E. | Ben Edelen, P.E., P.L.S. | Jim Guinn, P.E. | Joe Cochran, P.E. | Jeff Ash, P.L.S. | Larry Anderson, P.E.

Services Provided: Traffic Signal Design | Design | Surveying | Public Involvement | Environmental Services

Description of Services Provided: Project limits extend from approximately one mile south of Brannon Road in Jessamine County to Man O' War Boulevard in Fayette County. The preferred alignment follows the existing two-lane US 68, and thereby required great ingenuity to minimize impacts. Services provided by the HDR team included alignment studies, environmental, roadway design, structural design, signal design and public hearings. Because of constant development along the corridor, changes had to be incorporated throughout the planning process. Phase I of the project was completed in May 1996 with an approved FONSI. A combination of avoidance and mitigation along with community buy-in produced a project that all stakeholders were proud of. Bikeway planning was also part of the community design. Coordination with the Lexington MPO produced a plan that provided connectivity for surrounding neighborhoods. Five intersections included signal design: US 68 at Man O' War Boulevard, US 68 at Military Pike, US 68 at Dogwood Trace/Overlake Boulevard, US 68 at Windhaven/Bellerive, and US 68 at Brannon Road.

Construction Cost: \$17,000,000

03 | HAMBURG PLACE DEVELOPMENT TRAFFIC IMPACT & SIGNAL DEVELOPMENT

Hamburg Place Farms LEXINGTON, KY

Dates of Service: 1997-2009

Key Personnel: Ben Edelen, P.E., P.L.S. | Mark McIntosh, P.E. | Larry Anderson, P.E.

Services Provided: Traffic Impact Studies | Traffic Signal Design

Description of Services Provided: HDR Engineering, Inc. provided traffic impact studies and traffic signal design for the planned development, existing conditions and background growth. Traffic Impact studies were prepared in review and examination of existing conditions and planned developments on the 1,200 acre property. Studies were completed in 1997, 2001, early 2005 and July 2006 for 1.5 million square feet of retail, highway commercial outlots of hotels, restaurants, fuel-convenience stations, 800,000 square feet of professional office, a 129 acre healthcare campus and planned residential development of 2,000 single family homes, 200 townhomes and 400 apartments. Impact studies included anticipated development, trip generation, trip distribution and assignment and capacity analysis of existing and development year traffic conditions. Level of Service, delay times, queue lengths, overall operating conditions and recommendations of proposed improvements were prepared to the satisfaction of the government transportation planning staff and local zoning regulations. To provide safe progression and movement, at an appropriate time, signals were warranted by MUTCD and determined necessary by local officials. Traffic signal design was prepared for nine (9) sites on principal arterial highways and collector streets serving Hamburg Place. Signal design includes the determination of the proper signal pole and signal head arrangements, turning radii of vehicles for clearance, pavement striping and markings, pedestrian indications for safe intersection crossings, vehicle detection and working out

01 | LIBERTY ROAD

02 | US 68 - FAYETTE & JESSAMINE COUNTIES

03 | HAMBURG PLACE DEVELOPMENT

CONTRACT 6 | TRAFFIC SIGNAL DESIGN

SIMILAR PROJECTS



04 details with the electrical contractor, District 7 and the LFUCG Division of Traffic Engineering. Traffic impact studies and signal design were completed using national standards of practice and an internal quality level of control and review to serve the public and Hamburg Place development well.
Total Project Construction Cost: N/A

04 | KYTC TRAFFIC SIGNAL SYSTEM - RICHMOND ROAD (US 25/421) WIDENING

Kentucky Transportation Cabinet, Fayette County, Kentucky

Dates of Service: 2002-2003

Key Personnel: Mark McIntosh, P.E. | Ben Edelen, P.E., P.L.S.

Services Provided: Traffic Signal Design | Traffic Analysis

Description of Services Provided: HDR designed seven (7) signalized intersections from New Circle Road (KY 4) to Eagle Creek Drive as a sub-consultant to another firm. KYTC and LFUCG standards were applied to the signal designs including a change from existing wooden poles to steel strain poles and working within existing right-of-way while coordinating with ongoing utility relocations. All signals were interconnected to the Lexington-Fayette Urban County Government traffic control system, with communications utilizing primarily video detection rather than pavement loops. The Transoft Solutions Autoturn software was utilized on different right and left turning vehicle movements for intersection turn radii checks and possible conflicts. Dual left turn design was utilized at most intersections. Current Manual on Uniform Traffic Control Devices (MUTCD) and American Disabilities Act (ADA), LFUCG and KYTC references were used for crosswalk and pedestrian detection design. Design meetings and discussions were held with the LFUCG Division of Traffic Engineering, KYTC District 7, and Central Office Traffic electrical design branch to finalize design.

Total Project Construction Cost: \$400,000



05 | KYTC TRAFFIC SERVICES CONTRACT | DISTRICT 7 HIGHWAYS OFFICE

Kentucky Transportation Cabinet, Fayette County, Kentucky

Dates of Service: 2007-2009

Key Personnel: Mark McIntosh, P.E. | Ben Edelen, P.E., P.L.S.

Services Provided: Traffic Impact Studies | Traffic Signal Design | Traffic Counts

Description of Services Provided: HDR Engineering, Inc. (as partner) teamed with URS Corporation to provide continuing traffic engineering services in the KYTC District 7 traffic study. The HDR portion of the work included the completion in over 30 intersection turning movement counts, 15 left turning phasing studies, and eight signal warrant studies. Turning movement counts were performed using the Jamar Petra computer count boards, associated software and electronic files for sharing with the District and team. It was deemed necessary to count a few principal arterial signalized intersections with two people and two counters to secure a better, quality set of information to be used for improved signal phasing. Left turn phasing studies were conducted for pre-selected time periods to understand conflicts, queuing, prime accident locations and sight distance. Counts, accident investigation of past reports, volume cross-products, examination of current signal timing tables, Highway Capacity calculations of delay allowed for a good understanding and outlined recommendations for improvements. The KYTC Research Report on Guidelines for the Installation of Left-Turn Phasing was also followed. Signal warrant studies required a continuous 12 turning movement count to follow review of the FHWA Manual on Uniform Traffic Control Devices (MUTCD) peak, four-hour and an eight-hour set of warrants. Collision diagrams of intersection accident history, photographs of peak conditions, vehicle queue lengths, Highway Capacity Manual, HCS+ analysis of the intersection, field review of gaps and decision sight distance were some of the main items relied upon for recommendations. In all, four letter agreement assignments were successfully completed on time and shared with the District 7 and the LFUCG Division of Traffic Engineering.

Total Project Construction Cost: N/A

06 | TRAFFIC SIGNAL SYSTEM UPGRADE, US 31W

Kentucky Transportation Cabinet, Bowling Green, Kentucky

Dates of Service: 2011 - Present

Key Personnel: David Lee, P.E., P.L.S., P.T.O.E. | Bill Seymour, P.E., P.L.S.

Services Provided: Traffic Impact Studies | Traffic Counts

Description of Services Provided: HDR Engineering, Inc. was selected in 2011 to provide KYTC with traffic engineering tasks involving data collection and analysis. Modeling of traffic flow included using CORSIM, VISSIM and other software tools. HDR has been tasked with several traffic signal systems upgrades including the Traffic Signal System Upgrade, US 31W – Bowling Green, KY The project evaluated the existing traffic signal system along this urban arterial and provided recommendations to upgrade the signal timing. The existing system contains 10 signalized intersections that were each operating independently. HDR provided coordinated plans for the AM, Noon, and PM weekday peak periods along US 31W to improve traffic flow. Based on field reviews and before and after travel time studies, the implemented timing plans have significantly improved the traffic operations along that corridor. The work included: Data Collection – Field inventory, travel time studies, intersection/controller photos, observe/record timing splits and queue lengths; Analysis and Development of Timing Plans – time space diagrams, phase diagrams, intersection drawings, evaluation/analysis of timing plans, and system optimization; and Field Implementation – Download recommended timings, fine-tune and adjust.

Construction Cost: N/A

04 | KYTC TRAFFIC SIGNAL SYSTEM - RICHMOND ROAD WIDENING

05 | KYTC TRAFFIC SERVICES CONTRACT

06 | US 31W TRAFFIC SIGNAL SYSTEM UPGRADE



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CONTRACT 6 | TRAFFIC SIGNAL DESIGN

SECTION 5 | LOCAL OFFICE LOCATIONS

HDR ENGINEERING, INC. LOCAL OFFICE LOCATIONS

HDR maintains local offices in Lexington and Louisville, Kentucky; and, Cincinnati, Ohio.

★ = Lexington, Louisville, and Cincinnati



PRIME CONSULTANT HDR ENGINEERING, INC.

| | |
|---------------------------------------|---|
| Firm Name: | HDR ENGINEERING, INC. (HDR) |
| Local Address: | 2517 Sir Barton Way Lexington, KY 40509 |
| Local Phone No. Fax No.: | (859) 629-4800 (859) 629-4801 |
| Date Established: | 1989 |
| No. Of Local Employees Utilization: | 65 90% |

SUBCONSULTANTS

Abbie Jones Consulting | Field Surveying

| | |
|---------------------------------------|--|
| Local Address: | 1022 Fontaine Road Lexington, KY 40502 |
| Local Phone No.: | (859) 559-3443 |
| Date Established: | 2011 |
| No. Of Local Employees Utilization: | 5 10% |



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CONTRACT 6 | TRAFFIC SIGNAL DESIGN

SECTION 6 | DBE/WBE INVOLVEMENT



Abbie Jones Consulting (AJC) is a certified disadvantaged business enterprise (DBE), specializing in providing sustainable professional engineering. AJC staff have worked in multiple states and we leverage the ideas and thorough knowledge of regulations to benefit our local clients. AJC currently has one professional engineer, an engineer-in-training, and a draftsman/crew chief. AJC holds certifications in erosion control (KPESC-RI) and floodplain management (CFM). AJC staff have authored sustainable texts: ordinances, municipal design policies, and committee-written design manuals. AJC's positive outcomes with local authorities are a result of civil service experience and a "we're here to help YOU" perspective. Professional services include:

Professional Land Surveying

- Construction Staking
- Boundary Surveys
- Control and Panel Points
- Floodplain and Hydrographic Surveying
- Training Courses
- Topographic Surveys
- Asbuilt and ALTA Surveys
- House Stakeouts and Lot Surveys
- Elevation Certificates

Professional Engineering

- Utility Coordination
- Permitting
- Urban Highway Design
- Traffic Counts
- Erosion Control Designs & Insp.
- Rural Highway Design
- Bike and Pedestrian Design
- Training Courses

Appendix A | **AFFIDAVIT**

Comes the Affiant, HDR Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

Ben R. Edelen

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ben R. Edelen on this the 26th day of March, 2014.

My Commission expires: 10/16/2016

 [Signature]
NOTARY PUBLIC, STATE AT LARGE

Appendix B | **WORKFORCE ANALYSIS**

WORKFORCE ANALYSIS FORM

Name of Organization: HDR Engineering, Inc./KY-TN Area

Date: 3/12/2014

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|-----------------------------|------------|------------|-----------|--------|---|----------|----------|-------|---|------------|-----------|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators and Managers | 18 | 16 | 2 | | | | | | | 16 | 2 |
| Professionals | 72 | 63 | 8 | | | 1 | | | | 63 | 9 |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foreman | | | | | | | | | | | |
| Technicians* | 26 | 23 | 1 | | | 2 | | | | 25 | 1 |
| Protected Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | 7 | | 6 | | | | 1 | | | | 7 |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total | 123 | 102 | 17 | | | 2 | 2 | | | 104 | 19 |

*Includes temporaries

Prepared by: Patty Van Vooren, Kentucky Diversity Officer

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

HDR ENGINEERING, INC.

Name of Business



Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to race, color, sex, sexual orientation, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status or Vietnam Era Veteran, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Richard A. O'Gara, Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

HDR, Inc.

8404 Indian Hills Drive
Omaha, NE 68114-4049

Phone (402) 399-1000
Human Resources Fax (402) 548-5002
<http://hr.intranet.hdr/>

09.05.04

HDR Engineering, Inc. Affirmative Action Plan

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

Employee Referral Program - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

Tuition Reimbursement - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

Job Posting - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

Performance Appraisal and Development Program - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company.

HDR Engineering, Inc.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

3/13/2014

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Hartford Fire Insurance Company | | 19682 |
| INSURER B : St. Paul Fire and Marine Insurance Company | | 24767 |
| INSURER C : Sentinel Insurance Company, Ltd. | | 11000 |
| INSURER D : Zurich American Insurance Company | | 16535 |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES HDRIN01 CERTIFICATE NUMBER: 12823272 REVISION NUMBER: XXXXXXXX

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 <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | Y | Y | 37CSEQU0950 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ |
| A A A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | 37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA) | 6/1/2013 6/1/2013 6/1/2013 | 6/1/2014 6/1/2014 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | ZUP-10R64084-13-NF (EXCLUDES PROF. LIAB) | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX |
| C C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 91WBOH1000 (AOS) 91WBOH1760 (HI) | 7/1/2013 7/1/2013 | 7/1/2014 7/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | ARCH & ENG PROFESSIONAL LIABILITY | N | N | EOC9260026-06 | 6/1/2013 | 6/1/2014 | PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000. |

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

RE: 13-2014 PROFESSIONAL ENGINEERING SERVICES. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| 12823272 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ATTENTION: THERESA MAYNARD 200 EAST MAIN STREET ROOM 338, GOVERNMENT CENTER LEXINGTON KY 40507 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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.

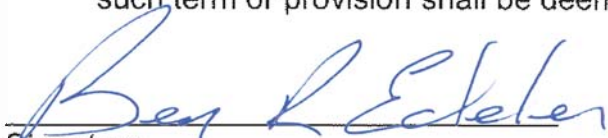
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

3/26/14

Date

Lexington-Fayette Urban County Government
 MBE/WBE Participation Form

1) Identification of Participating MBE/WBEs

| MBE/WBE Name, Address & Phone | Work to be Performed | Dollar Value of Work | % Value of Total Contract |
|--|-------------------------|-------------------------|------------------------------|
| 1. Abbie Jones Consulting 1022 Fontaine Rd Lexington, KY 40502 859-559-3443 | • Field Surveying | TBD | 10% |
| | | | |
| | | | |
| | | | |

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: HDR Engineering, Inc.

By: 

Date: March 26, 2014

Title: Vice President

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2014

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.

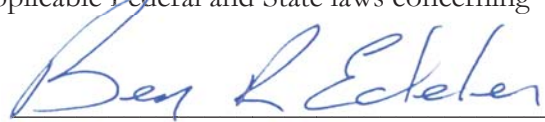
_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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.

HDR ENGINEERING, INC.

Company



Company Representative

3/26/14

Date

Area Manager | Vice President

Title

Project Team Location(s)

CONTRACT 6 - TRAFFIC SIGNAL DESIGN

| Prime Consultant | Location (City, State) | Date Office Established | Total Number of Employees | No. of Employees expected to work on DOE projects |
|-------------------------|-------------------------------|--------------------------------|----------------------------------|--|
| Headquarters | Omaha, NE | 1917 | 8,600 | 40 |
| Local Office | Lexington, KY | 1989 | 65 | 40 |
| PM Location | Lexington, KY | | | |
| | | | | |
| SubConsultants | | | | |
| Name: | Abbie Jones Consulting | May 2011 | 5 | 5 |
| Service Provided | Field Surveying | | | |
| Headquarters | Lexington, KY | May 2011 | 5 | 5 |
| Local Office | Lexington, KY | May 2011 | 5 | 5 |
| | | | | |
| 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: | | 20 | |
| | 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): | | | |
| Final Technical Score | | | 100 | |

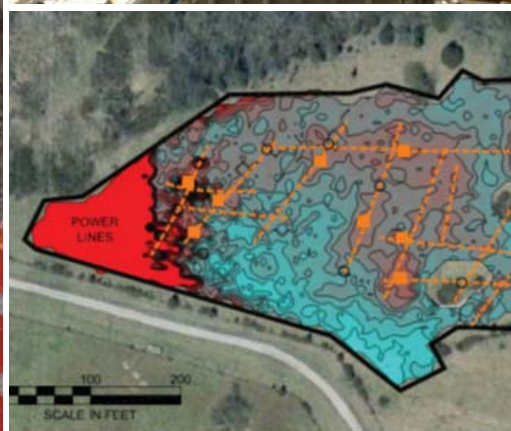
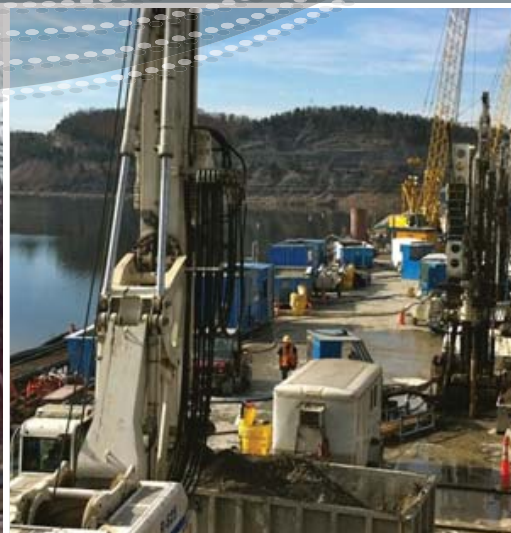
Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit _____
 Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____

Comments:

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



statement of qualifications

RFP # 13-2014 | Professional Engineering Services for

**CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS,
AND DESIGN**

Lexington-Fayette Urban County Government
March 26, 2014

CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN

SECTION 1 | FIRM QUALIFICATIONS

HDR Local Services Overview

Transportation

- Alignment Studies
- Grade and Drainage
- Streetscape Design
- Parks/Playgrounds/ Golf Courses
- Highways/Airports/Traffic Engineering
- Site Landscaping
- Structural Design

Geotechnical

- Investigation
- Analysis
- Design

Civil/Site Development

- Planning/Design
- Surveying/GPS
- Industrial & Commercial Sites
- Recreational Facilities
- Mapping/GIS
- Public Involvement

Stormwater

- Master Plans
- Conveyance Systems
- Utility Formation
- NPDES Permits
- Mapping/Ordinances
- Retention/Detention Basins

GIS

- Data Collection/Creation/Conversion
- Spatial Analysis
- Development/Integration
- Cartography
- GPS

Construction/Operations

- Contract Administration
- Scheduling
- Shop Drawing Reviews
- Resident Representatives

HDR ENGINEERING, INC.

To address geotechnical testing, analysis and design needs for Lexington, LFUCG needs a consulting team that will provide:

- Local staff with an exceptional understanding of LFUCG's policies and design procedures.
- A team that has a proven track record of successfully completing design projects for LFUCG and has a long standing working relationship with the staff of LFUCG.
- A diverse team that is committed to the local community and that call Lexington "home".
- A team of professionals committed to helping the LFUCG meet all project goals, and maintaining effective communication with LFUCG, residents of affected neighborhoods, and other involved stakeholders.

HDR HISTORY

Headquartered in Omaha, Nebraska, HDR was founded in 1917, and maintains regional offices in Lexington and Louisville, Kentucky; Cincinnati and Columbus, Ohio; and, Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design infrastructure that meets the community's needs.

This year, HDR celebrates its 97th anniversary of providing engineering and architectural services to its clients. We have grown from a small municipal engineering firm to a No. 11 ranking in 2013 by "Engineering News Record (ENR)" as one of the Top 500 Design Firms. Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.

[Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.]

Today, HDR employs approximately 8,600 professional and support staff in 210 offices nationwide, including approximately 150 professionals and support staff in our Kentucky and Ohio offices. Our regional offices provide our clients a full range of services including transportation, civil/site development, stormwater, GIS, construction services, geotechnical engineering, and structural design.

While HDR's services have evolved to meet increasingly complex challenges ranging from nanotechnology to infrastructure security, one thing that hasn't changed is our commitment to the values upon which HDR was founded. These values include respect, integrity, empowerment, innovation, teamwork, and responsibility. HDR's mission is to be an excellent professional firm known for vision, value and service to our clients, our communities, and employees.

FIRM QUALIFICATIONS

The local staff of HDR has enjoyed a 36-year relationship with Lexington-Fayette Urban County Government (LFUCG). Our Lexington office is located in Hamburg Place on Sir Barton Way. This experience has involved a variety of projects with cumulative construction costs exceeding \$160 million. These projects were performed on schedule and within budget. HDR also has a solid record of service for cities and local municipalities that our offices reside within across the country. These projects range from rehabilitation to major capital improvement projects. Further discussion of projects can be found in Section 4 of this document.



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CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN FIRM QUALIFICATIONS

HDR Local Services Overview *(continued)*

Construction/Operations

- Operation & Maintenance Manuals
- Training & Start-up
- Operations Assistance
- Construction Management

Funding Assistance

- Source Identification
- Application Preparation
- Program Administration

Electrical/Instrumentation

- SCADA Systems
- Fiber Optics/Data Networks
- Instrumentation & Controls
- Security/Access Control Systems
- Communication Systems
- Power Distribution/Lighting

Water/Wastewater

- Facilities Plans/Preliminary Studies
- System Analysis/Review
- Sewer System Evaluation
- Sewer Rehabilitation
- Gravity Sewers/Force Mains
- Pump Stations
- Sanitary Sewer Modeling
- Wastewater/Water Treatment
- CSOs/SSOs
- Equalization Basins

ABBIE JONES CONSULTANTS *(DBE Subconsultant)*

Abbie Jones Consulting began in May 2011 with a vision to provide surveying, engineering, and training. Our clear understanding of the end user drives our data collection methods and deliverables. We understand what engineers, GIS managers, and government officials need. Because we know what data needs to be collected, we rarely need to go back to pick up additional data. Our clear understanding of how survey information will be used, provides our teammates and clients with on-time, within-budget solutions. As a DBE firm, we expect to work hard helping our teammates.

Ms. Jones is co-author and project manager for the surveying training courses under development for each Kentucky Transportation Cabinet (KYTC) district office. Our staff has extensive experience in Fayette County including two recent LFUCG surveys. Traditional methods for topography, leveling, staking, and other survey tasks are also part of our capabilities. Our crews are familiar with hydrographic surveying using a variety of techniques with traditional waders, kayaks, and shallow draft boats. We are very familiar with easements, property descriptions, boundary surveys, and ALTA/ACSM surveys. Our staff works in both AutoCAD and Microstation platforms to meet the various needs of our agency clients.

CONSULTING SERVICES, INC.

Consulting Services Incorporated (CSI) is headquartered in Lexington, Kentucky and is ready to serve your needs. Our firm employs approximately 40 team members and our staff of professional engineers and ICC-certified special inspectors have over 300 years of combined experience in geotechnical, construction and materials engineering, testing and IBC special inspection fields. CSI can provide the following geotechnical and engineering services: geotechnical exploration/soils reports, site assessments, pavement studies and design, site specific seismic studies for International Building Code (IBC), geophysical studies, and soil and rock drilling/sampling.



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CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN

SECTION 2 | PROJECT TEAM

OVERVIEW

We understand that the goal of Lexington-Fayette Urban County Government (LFUCG) is to select a competent team capable of producing a quality project on-schedule and within budget. Once the team is selected, the success of your project will be determined by the individuals you work with on a day-to-day basis. Our philosophy is to develop a “team approach” that combines our most experienced professionals with LFUCG representatives to obtain effective solutions. Therefore, a multi-disciplined team has been organized with the necessary expertise to address each project component. The organization chart presented in Figure 2-1 may be cross-referenced with Table 2-1 to review team member locations, project responsibilities, and individual qualifications.

Figure 2-1 PROJECT TEAM ORGANIZATIONAL CHART

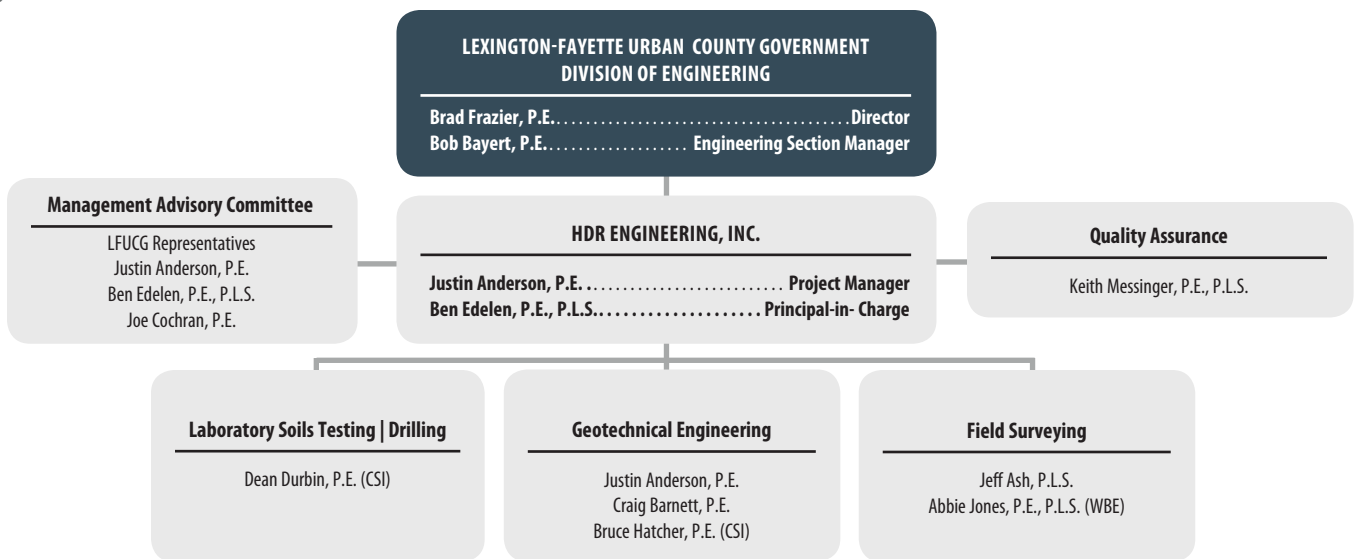


Table 2-1 KEY PERSONNEL

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|-----------------------------|--------------------------|-------------------|--|--|
| Justin Anderson HDR Lexington, KY | Project Manager | MSCE | 11 | Prof. Eng. KY, IA, MD, NE, SD, IN, WI | Project Manager Day-to-Day Contact, Engineering & Design, Cost Estimates, MAC ¹ Meetings |
| Ben Edelen HDR Lexington, KY | Department Manager VP | BSCE | 30 | Prof. Eng. Prof. Surveyor KY, OH KY | Principal-in-Charge Public Involvement, MAC ¹ Meetings |
| Joe Cochran, P.E. HDR Lexington, KY | Hwy. Section Manager | BSCE | 21 | Prof. Eng. KY, OH | Project Engineer MAC ¹ Meetings |
| Craig Barnett HDR Lexington, KY | Geotechnical Engineer | BSCE | 10 | Prof. Eng. KY, MS, SC, GA, NC, TN, NY, OH | Geotechnical Investigations Borings, Rock Sampling, Geotechnical Reports |
| Dean Durbin CSI Lexington, KY | Chief Geotechnical Engineer | MS Mining Eng. | 22 | Prof. Eng. KY | Geotechnical Investigation Borings, Rock Sampling, Geotechnical Report |
| Bruce Hatcher CSI Lexington, KY | Chief Geotechnical Engineer | BSCE and BS Minings Eng. | 32 | Prof. Eng. KY | Geotechnical Investigation Borings, Rock Sampling, Geotechnical Report |
| Jeff Ash HDR Lexington, KY | Survey Manager | N/A | 38 | Prof. Surveyor KY | Field Survey & Easements Elevations, Utilities, Property Surveys, Easement Descriptions |

CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN PROJECT TEAM

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|------------------------------------|--------|-------------------|--|---|
| Abbie Jones Abbie Jones Lexington, KY | Principal Engineer | BSCE | 13 | Prof. Eng. KY | Geotechnical Investigation Borings, Rock Sampling, Geotechnical Report |
| Keith Messinger, P.E., P.L.S. HDR Lexington, KY | QC Coordinator/ Project Manager | BSCE | 33 | Prof. Eng. Prof. Surveyor KY KY | QA/QC Quality Reviews |

Note: 'MAC - Management Advisory Committee

RESUMES

Due to page limitations, abbreviated resumes for key team members have been included below and on the following pages. Detailed resumes for all project team members are available upon request.

JUSTIN ANDERSON, P.E.



JUSTIN ANDERSON, P.E.

Project Manager, HDR Engineering, Inc.

Mr. Anderson has been involved in the geotechnical aspects of transportation, water and environmental projects as a project manager, engineer and construction observer. His experience covers the analysis, design and construction of deep foundations for bridges, retaining walls, building structures, embankment fills, earth dams, flood control levees, railroad trackbeds and bridge approaches, pavements, rockfall catchments, subgrade stabilization, slope and excavation stability, mine and coal seam location, management of field and laboratory investigations, preparation of geotechnical reports, project specifications, construction plans and cost estimates.

EXPERIENCE OVERVIEW

- **Williamstown Lake Dam Existing Condition Assessment, Williamstown, Kentucky.** HDR contracted with the City of Williamstown, Kentucky to provide an assessment of the existing condition of the Williamstown Lake Dam and the appurtenant spillway. This investigation included performing a visual site reconnaissance to (1) assess the dam's current condition, (2) identify specific areas of concern, and (3) to plan an investigation to evaluate the subsurface conditions at the site. Project responsibilities involved project management, design and preparation of engineering report.
- **Norfolk Southern, Heartlands Corridor, Virginia, West Virginia and Kentucky.** Compiled geotechnical data reports for eight tunnels along the Heartlands Corridor clearance improvement project. This project involved gathering and presenting relevant geotechnical data for proposed clearance improvement methods which included undercutting, raising the tunnel roof and daylighting. Project responsibilities included review and compilation of existing geotechnical and geological information in preparation of Geotechnical Data Reports for each tunnel.
- **City of Omaha, CSO LTCP Projects - SIFM, Leavenworth, Martha Street, Omaha, NE.** Project Engineer. As part of the City's CSO Program, HDR conducted SS study preliminary and final design and prepared a Basis of Design report of the proposed sewer separation in the Martha Street Basin. Included approximately 240 acres of drainage area located northeast of I-80 and 13th Street. Approximately ten blocks of new sanitary sewer will be constructed in the existing residential neighborhood. Sanitary sewers will be located within the existing 40 to 60 foot right of ways. Assisted in preparation of technical memorandum evaluating the impacts of proposed construction on existing levee system.
- **CSXT Bridge 0HR21.9, Kathryn, Kentucky.** HDR was involved in construction assistance for this CSX Railroad Bridge over the Salt River near Louisville, KY. Micropiles were used to found a bridge pier through an existing pier that was encountered during construction in the bottom of the river at the proposed pier location. Project responsibilities included review of alternate micropile designs and construction observation of micropile installation.
- **North Tucker Boulevard – Preliminary and Final Design.** This project involved the replacement of the North Tucker Bridge in St. Louis, MO, which was originally constructed in 1931 and has undergone many repairs within the past 20 years. The intent of this project was to eliminate further costly repairs and restore the proper use of the road and parking shoulders by removal of the structure and restoration of the roadway on fill.

EDUCATION

- Master of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, IA, MD, NE, SD, IN, WI

INDUSTRY TENURE

11 Years

HDR
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CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN PROJECT TEAM

BEN EDELEN, P.E., P.L.S.



BEN EDELEN, P.E., P.L.S.

Area Manager | Vice President, HDR Engineering, Inc.

Mr. Edelen has over 30 years of experience on major transportation projects throughout the Commonwealth of Kentucky. Mr. Edelen has been a project manager on over \$600 million in projects. His responsibilities included the design and preparation of plans, supervision of others. Mr. Edelen is responsible for the timely completion of work and quality of the plans.

EXPERIENCE OVERVIEW

- **World Equestrian Games, Statewide Transportation Planning & Design, Fayette County, KY** – HDR Engineering provided transportation planning and design services for the 2010 World Equestrian Games at the Kentucky Horse Park. The HDR led team was selected in 2007 to provide a full range of services that have included traffic modeling, preliminary and final roadway design, agency coordination, GIS, public meetings, utility relocations, stream permitting and traffic management. Transportation was a huge success for the games.
- **KY 4/US 421 Interchange, Fayette County, KY**- The project consisted of providing Phase I & II Design for improvements to the ramps, US 421 and widening KY 4. Ultimate and immediate improvements were identified, designed and estimated. The lower cost immediate improvements were chosen for construction to fit KYTC budgets. Construction of the ramp and US 421 improvements were completed in 2009.
- **US 68, Fayette and Jessamine Counties, KY** - Project engineer for this project with limits that extend from approximately one mile south of Brannon Road in Jessamine County to Man O' War Boulevard in Fayette County for a total length of 4.3 miles. The proposed four-lane divided highway follows the existing corridor switching from right to left of the existing roadway to miss historic properties, cemeteries, and subdivisions. Construction cost was \$17 million.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

Professional Surveyor: KY

INDUSTRY TENURE

30 Years

JOE COCHRAN, P.E.



JOE COCHRAN, P.E.

Highway Section Manager, HDR Engineering, Inc.

Mr. Cochran has 21 years of transportation design experience and has been project engineer or project manager on the projects listed below. He has been responsible for management of projects, roadway design and supervision of others.

EXPERIENCE OVERVIEW

- **Liberty Road, Fayette County, Kentucky** – Phase I and II design of 5.5 miles of urban roadway for Lexington-Fayette Urban County Government on an LPA project. Public involvement played a major part of keeping the project on schedule. A new elementary school was designed and constructed simultaneous to Liberty Road and required coordination with several stakeholders. Section I recently was constructed in two phases at a total cost of \$7.5 million.
- **US 68, Fayette and Jessamine Counties, Kentucky** - Project engineer for this project with limits that extend from approximately one mile south of Brannon Road in Jessamine County to Man O' War Boulevard in Fayette County for a total length of 4.3 miles. The proposed four-lane divided highway follows the existing corridor switching from right to left of the existing roadway to miss historic properties, cemeteries, and subdivisions. Construction cost was \$17 million.
- **Citation Boulevard, Lexington, Kentucky** -This project involved the preparation of a Design Study Report and Phase I and II plans. Citation Boulevard is a four-lane divided arterial highway from Leestown Road to Newtown Pike. Six alternate alignments with various combinations were evaluated as part of a corridor location study from west of Leestown Road to Coldstream Farm. As alternates were developed, meetings were held involving the Lexington-Fayette Urban County Government and Kentucky Department of Highways.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

INDUSTRY TENURE

21 Years



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CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN PROJECT TEAM

CRAIG BARNETT, P.E.



T. CRAIG BARNETT, P.E.

Geotechnical Engineer, HDR Engineering, Inc.

Mr. Barnett currently serves as a Geotechnical Engineer responsible for various geotechnical projects. His project responsibilities include slope stability analyses; settlement analyses; external retaining wall analyses; rock cut slope design; deep and shallow foundation analyses. In addition, his experience includes development of geotechnical reports for roadways and structures designed in various geologic regions. His responsibilities include the management, design, and quality control of various projects including geotechnical investigations involving structures including bridges, buildings, roadways and dams. He also has field experience in geotechnical exploration, field crew management, and exploratory foundation excavations.

EXPERIENCE OVERVIEW

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, MS, SC, GA, NC, TN, NY, OH

INDUSTRY TENURE

10 Years

- **US 62 Relocation over Tennessee River (Bicycle/Pedestrian Pathway Bridge)¹** - Mr. Barnett was the Geotechnical Engineer in charge of coordinating a drill crew during field operations. Mr. Barnett coordinated with local utility companies to have utilities located in the vicinity of all borings. In addition, he performed engineering analyses for deep and shallow foundations and formulated recommendations for construction of the bicycle/pedestrian pathway bridge. Mr. Barnett developed the geotechnical report.
- **LSIORB East End Approach Structure, Louisville, Kentucky¹** - Mr. Barnett was the Geotechnical Engineer in charge of coordinating a drill crew and onsite engineer during field operations. Mr. Barnett coordinated with local utility companies to have utilities located in the vicinity of all borings. An ATV drill rig was utilized to drill 28 borings on the project site. Mr. Barnett communicated with the field crews on a daily basis to ensure execution of the boring plan and he assigned lab testing required to complete the engineering analyses associated with the approach structure. He also performed engineering analyses for deep foundations and formulated recommendations for approach structure foundations. Mr. Barnett developed the geotechnical report.
- **I-69 Strategic Planning Corridor Study from Fulton to Eddyville, Kentucky, Fulton, Hickman, Graves, Marshall, Livingston and Lyon Counties, Kentucky¹** - Mr. Barnett performed a geotechnical overview for the proposed corridor based upon research of available published data and experience with highway design and construction within the region. General geotechnical and geologic characteristics of the study were identified and discussed in a report compiled by Mr. Barnett. In addition, he utilized a variety of sources and performed a literature search that included reviews of the following sources: available topographic and geologic mapping of the project area published by the United States Geological Survey (USGS) and the Kentucky Geological Survey (KGS); the Geologic Map of Kentucky, published by the USGS and the KGS (1988); KYTC Geotechnical Data, published by the KGS and KYTC, <http://kgs.uky.edu/kgsmap/kytcLinks.asp>; United States Department of Agriculture, Soil Conservation Service (SCS) Soil Survey Publications for affected counties; Physiographic Regions, published by KGS, <http://kgs.uky.edu/kgsweb>; and KY Lakes, published by Kentucky Division of Geographic Information (GIS), <http://kymartian.ky.gov>
- **Kentucky Dam Safety Mitigation Plan, Statewide, Kentucky¹** - This program, throughout the KDOW Dam Safety Section, focuses on mitigation of existing and future risks associated with dams within Kentucky. The project involves data gathering, field reconnaissance, and preliminary risk assessment to quantify, classify, and rank a prioritized group of 200 dams with regards to risk in the state. Inundation mapping and dam breach analysis will be performed to support the assessments, and will also be used in the development of prototype simplified Emergency Action Plans for the dams. In addition, mitigation plans and catastrophic long term recovery plans will be developed for selected dams, for use in a planned expansion of the state hazard mitigation program that may include all regulated dams within Kentucky. Mr. Barnett's tasks included reviewing data submitted by KDOW and to conduct field reconnaissance on 27 of the 78 dams. Mr. Barnett compiled a report summarizing the visual observations during site visits to each dam. The results of these assessments will assist KDOW in prioritizing repair and/or rehabilitation needs at state-owned dams in a cost effective manner.

¹ Denotes individual experience.

CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN PROJECT TEAM

DEAN DURBIN, P.E.



DEAN DURBIN, P.E.

Sr. Civil Consultant & Principal Engineer | CSI

Mr. Durbin has worked in the civil engineering and construction materials industry for two decades. He has a solid background in all aspects of project conception, design and implementation with a strong reputation of solid performance and accountability. In addition, he is a Land Surveyor-In-Training and has obtained his certification through the International Code Council, making him the only professional engineer in Kentucky who is a certified Master Special Inspector. In the past year, Mr. Durbin has served as the project manager for the Geotechnical Operations and Construction Materials Engineering portions of the Clays Mill Road Extension Project, Wolf Creek Dam and the Southland Christian Church Campus on Richmond Road.

EXPERIENCE OVERVIEW

- **Clays Mill Road Extension Project:** He served as the CSI Project Manager for the new construction and widening of this road for LFUCG Division of Engineering. He managed the soils, concrete and asphalt materials testing and geotechnical inspections from the beginning of construction through the current phases.
- **Morgan Avenue Project:** Dean served as the CSI Project Manager for the new construction and widening of this road for LFUCG Division of Engineering. He managed the soils, concrete and asphalt materials testing and geotechnical inspections from the beginning of construction through the current phases.
- **Rupp Arena Expansion (current):** He is also currently working on the geotechnical engineering, laboratory testing and reporting for the sub-surface conditions for the existing and proposed new facility downtown.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

Master of Special Inspections (MSI) from the International Code

INDUSTRY TENURE

22 Years

BRUCE HATCHER, P.E.



BRUCE HATCHER, P.E.

Chief Geotechnical Engineer | CSI

Mr. Hatcher's project experience includes projects as large as over 1,600 acres, buildings as large as 1.2 million square feet, "portfolio" work on as many as 40 projects in one package. His specific specialties include earthwork issues, construction materials and project performance, forensic analysis of geotechnical and materials issues, large project planning and geologic-related construction planning and analysis.

EXPERIENCE OVERVIEW

- **Educational & Government Projects:** He has worked on projects for over 50 local government entities on projects ranging from judicial centers to fire stations. In addition, Mr. Hatcher has worked with all of the major universities in Kentucky as well as over 15 small colleges. Mr. Hatcher has performed work for over 60 school systems in Kentucky and Indiana. This includes over 150 projects.
- **Commercial/Retail Facilities:** He served as the project manager and geotechnical engineer for over 30 retail sites in various states. He also has been the geotechnical and materials engineer on over 500 other commercial projects.
- **Medical Facilities: Projects include:** University of Kentucky Pharmacy Building, Saint Joseph London and Mount Sterling, and the new Central Baptist Expansion in Lexington. He also has been involved as the engineer of record for over 40 other medical facilities in Kentucky and Tennessee.
- **Infrastructure Projects (non-power industry):** He served as the project manager and principal engineer for over 300 geotechnical explorations and inspections projects for water treatment plants, water tanks, major/minor roadways, parking garages, railway structures/stations/terminals, cellular/communications towers and landfills.
- **Forensic Projects:** He served as a geotechnical and materials engineer for various forensic projects in KY, TN, OH, IN, WV and VA. This includes over 30 projects.

EDUCATION

- BSCE and BS Mining Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

32 Years



CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN PROJECT TEAM

JEFF ASH, P.L.S.



JEFF ASH, P.L.S.

Survey Manager, HDR Engineering, Inc.

Mr. Ash serves as Survey Manager for HDR's Kentucky Department, and has over 38 years of surveying experience. His responsibilities include coordination of all survey work for projects supporting highway, water/wastewater, and civil site, in addition to topographic and boundary surveys. He is also responsible for estimating and scheduling surveys, including survey processing and review for quality assurance, and maintaining/tracking project utilizations and deadlines.

EXPERIENCE OVERVIEW

- Establishing existing boundaries and preparation of right of way strip maps/parcels for acquisition on highway projects;
- Providing survey data to support design of projects involving water/waste water treatment plants, water main and sewer lines, and civil and site;
- GPS static/fast static with post-processing to establish aerial and survey control monuments for projects. Civil/Site surveying were performed with conventional methods and GPS RTK surveys when application was appropriate for local site topography;
- ALTA/ACSM Land Title Surveys, Final Record Plats and other boundary surveys were completed throughout Kentucky, Tennessee;
- Management of construction layout for projects with commercial, business, retail, and residential development.

PROFESSIONAL REGISTRATIONS

Professional Surveyor: KY

INDUSTRY TENURE

38 Years

ABBIE JONES, P.E., P.L.S.



ABBIE JONES, P.E., P.L.S.

Principal | Project Manager, Abbie Jones Consulting

Ms. Jones has worked in the survey and engineering industry for more than 13 years, and has a solid background in all aspects of survey, project conception, design and implementation with a strong reputation of solid performance and accountability. Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his neuroscience fellowship before moving near his family in Kentucky. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Ms. Jones holds active surveying and engineering licenses in multiple states.

EXPERIENCE OVERVIEW

- **FEMA Mitigation Project– University of Kentucky**- Project surveyor for a floodplain mitigation design project. Phase 1 included approximately 10 acres, nearly 1000 linear feet of stream cross sections, 5 detention ponds, extensive utility locates, and 25 foot grid for the topographic survey.
- **Author for Highway Design Guidance Manual KYTC** - Project manager for the HDGM manual update of survey chapters and related district training that is currently underway.
- **Household Hazardous Waste Facility, Lexington, KY** - Project surveyor for one acre of critical infrastructure and topographic survey with very quick turnaround. Unique site features included avoidance of the fatalities impound yard when collecting manhole information, and a high volume dump truck route.
- **Calvary Baptist Church ALTA/ASCM Survey, Lexington, KY** - Project surveyor for six acres of 38 original platted lots in historic downtown. Extensive boundary research and field work were required for this urban campus. The details of each wall, numbered parking space, building use, and myriad of zoning were complex, but shown in a clear manner.

EDUCATION

- Tennessee Technological University, Bachelor of Civil Engineering, 2000

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, TN, GA

Professional Surveyor: KY, GA

INDUSTRY TENURE

13 Years

The logo for HDR, consisting of the letters 'HDR' in a bold, serif font.

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CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN

SECTION 3 | CLIENT LIST

The following is a list of professional references. We encourage you to contact these individuals to learn about our past performance. Detailed descriptions for these clients and similar projects are presented in Section 4 of this submittal.

- **Mr. Keith Lovan, P.E.**, Municipal Engineer Senior
Lexington-Fayette Urban County Government
101 East Vine Street, 4th Floor | Lexington, KY 40507 | 859-258-3597
klovan@lexingtonky.gov

Similar Project: Clays Mill Road

- **Mr. Mark Day, P.E., A.A.E.**, Courier Delivery Director of Engineering and Maintenance
Blue Grass Airport
4000 Terminal Drive, Suite 206 | Lexington, KY 40510 | 859-425-3100
mday@bluegrassairport.com

Similar Project: Aircraft Rescue Fire Fighting Training Facility

- **Mr. Michael Jason**, Electrical Engineer
LG&E - KU, PPL Companies
SC&M Dept. South Service Center
220 W Main Street, Suite 1400 | Louisville, KY 40202 | 502-364-8691

Similar Project: LG&E/KU Adams Substation, Georgetown, KY

- **Mr. Robin Chacko**, Electrical Engineer
LG&E - KU, PPL Companies
220 W Main Street, Suite 1400 | Louisville, KY 40202 | 502-741-6266

Similar Project: LG&E Crouch Property, LaGrange, Kentucky

- **Mr. Victor Payne, Sr.** Electrical Engineer
LG&E and KU Services Company
195 Hubert Reid Dr. | Earlington, KY 42410 | 270-383-6034
Victor.Payne@lge-ku.com

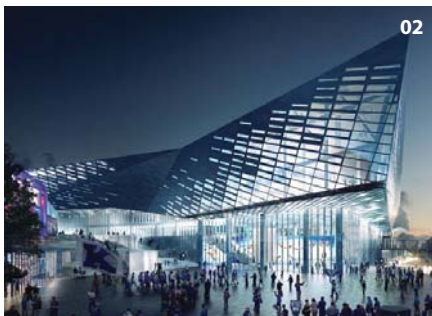
Similar Project: LG&E/KU Kenzig Road Soil Nail Wall - New Albany, IN

- **Mr. Brent Rice**, Board Member
Lexington Center
430 West Vine Street | Lexington, KY 40507 | 859-231-8780
brice@mmlk.com

Similar Project: Rupp Arena Renovation

- **Mr. Roger Allison**, Chief of Design
St Louis - Board of Public Service, City Hall
1200 Market St Room 301 | Saint Louis, MO 63103 | 314-622-3535

Similar Projects: Grand Avenue Bridge over Mill Creek Valley, St. Louis, Missouri and Preliminary and Final Design, St. Louis, Missouri



SIMILAR DESIGN EXPERIENCE

Abbreviated descriptions for similar projects, including dates, services provided, key personnel involvement, and construction cost, are presented below. Client references for these projects are presented in Section 3 of this submittal.

01 | CLAYS MILL ROAD

Lexington-Fayette Urban County Government | Lexington, KY

Dates of Service: April 2011-Present

Key Personnel: Dean Durbin, P.E. | Joe Cooke, P.E.

Services Provided: Geotechnical Investigation | Design

Description of Services Provided: Clays Mill Road is a 3.7-mile urban minor arterial through a mixed-use area consisting of residential, school, church, and some commercial land. The road improvement project extends between Harrodsburg Road and Twain Ridge. Increased development in southwest Lexington has resulted in increased traffic on Clays Mill Road. The project is designed to relieve congestion and improve safety while maintaining the road's residential character. Consulting Services Incorporated (CSI) has provided on previous phases, and is continuing to provide for current phases, construction materials testing, construction inspection and geotechnical field services for all phases of this project. The field testing services include retaining wall and road foundation services, asphalt, concrete and aggregate testing. In addition, CSI bridge inspection personnel are currently serving as materials and geotechnical consultants on the Phase 2B and provide technical oversight on the construction of the bridge.

Estimated Construction Cost: Approximately \$7,000,000

02 | RUPP ARENA RENOVATION

Lexington-Fayette Urban County Government | Lexington, KY

Dates of Service: April 2011-Present

Key Personnel: Dean Durbin, P.E. | Bruce Hatcher, P.E. | Joe Cooke, P.E.

Services Provided: Geotechnical Investigation | Design

Description of Services Provided: CSI provided geotechnical services for the \$310 million renovation and redesign of Rupp Arena that includes a transparent facade, and moving and expanding the convention center to the west of Lexington's most well-known landmark. CSI has provided geotechnical field exploration and engineering services. CSI also serves as the foundation design consultant for the owner. In addition to the traditional line of geotechnical services provided, CSI is providing Seismic Design, Geophysical Services and Karst Remediation Services for this challenging project site.

Estimated Construction Cost: \$310,000,000

03 | BGA AIRCRAFT RESCUE FIRE FIGHTING BUILDING

Blue Grass Airport | Lexington, KY

Dates of Service: October 2013 - Present

Key Personnel: Ben Edelen, P.E., P.L.S. | Justin Anderson, P.E. | Larry Anderson, P.E. | Craig Barnett, P.E. | Dean Durbin, P.E.

Services Provided: Geotechnical Investigation | Foundation Design

Description of Services Provided: The Blue Grass Airport is proposing to construct a new Aircraft Rescue and Fire Fighting (ARFF) facility. The facility will require an embankment fill of approximately 30+ feet in maximum height above the existing grade. Currently, the proposed ARFF facility will be situated between the existing Aviator Road and Taxiway A. The proposed facility footprint includes a portion of the access road to the existing maintenance buildings. The front of the facility is situated near Aviator Road. The embankment material placed for the construction of the ARFF facility may extend into the existing embankment for Aviator Road. Several existing utilities and communication lines are present within the footprint of the proposed fill. HDR is providing foundation design services for the ARFF Building and is overseeing the field and laboratory subsurface investigations, which consist of geophysical surveys, borings, test pits as well as classification, compaction and strength soils testing.

Estimated Design Fee: \$400,000

01 | CLAYS MILL

02 | RUPP ARENA

03 | BGA AIRCRAFT RESCUE FIRE FIGHTING BUILDING

04 | LG&E/KU ADAMS SUBSTATION



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CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN

SIMILAR PROJECTS



04 | LG&E/KU ADAMS SUBSTATION, GEORGETOWN, KY

LG&E/KU | Georgetown, KY

Dates of Service: Aug. 2013 - Sept. 2013

Key Personnel: Justin Anderson, P.E. | Craig Barnett, P.E.

Services Provided: Geotechnical Investigation | Foundation Design

Description of Services Provided: HDR provided final design services to address the geotechnical concerns relative to a proposed 34.5 kV steel structure approximately 35 feet in height of the Adam's Substation, which is located near the city of Georgetown, Kentucky in the southern part of Scott County. The existing two pole timber structure was replaced with a steel structure. The structure is responsible for carrying 34.5 kV of electricity to the surrounding communities. Project responsibilities included planning and overseeing a field and laboratory subsurface investigation and preparation of a design technical memorandum containing a summary of soil and rock conditions and final foundation design recommendations.

Design Fee: \$13,500



05 | CROUCH PROPERTY

LG&E/KU, LaGrange, KY

Dates of Service: June - September 2012

Key Personnel: Justin Anderson, P.E.

Services Provided: Geophysical Survey | Conceptual Design

Description of Services Provided: HDR provided a geotechnical assessment of the potential Louisville Gas and Electric/Kentucky Utilities (LG&E/KU) substation site referred to as the "Crouch Property". The site is located near the city of LaGrange, Kentucky. The study consisted of a site reconnaissance, a geophysical survey, a geological-geotechnical hazards risk assessment and foundation alternate evaluation as it pertained to the proposed substation construction.

Design Fee: \$10,000

05 | CROUCH PROPERTY

06 | NORTH TUCKER BLVD.

06 | NORTH TUCKER BOULEVARD, PHASE II – PRELIMINARY AND FINAL DESIGN

St. Louis Board of Public Services | St. Louis, Missouri

Dates of Service: 2008-2009

Key Personnel: Justin Anderson, P.E.

Services Provided: Geotechnical Design | Construction Support Services

Description of Services Provided: This project involved the replacement of the North Tucker Bridge in St. Louis, MO, which was originally constructed in 1931 and has undergone many repairs within the past 20 years. The intent of this project was to eliminate further costly repairs and restore the proper use of the road and parking shoulders by removal of the structure and restoration of the roadway on fill. The project extends from Cass Avenue on the north to Washington Avenue on the south. Project responsibilities included design of the expanded polystyrene (EPS) embankments to support various loads, including both service and seismic loading.

Construction Cost: \$22,000,000

07 | GRAND AVENUE BRIDGE OVER MILL CREEK VALLEY

St. Louis Board of Public Services | St. Louis, Missouri

Dates of Service: 2007-2010

Key Personnel: Justin Anderson, P.E.

Services Provided: Geotechnical Design | Construction Support Services

Description of Services Provided: Under contract to the St. Louis Board of Public Services, HDR provided geotechnical support for the rehabilitation/replacement of the Grand Avenue Viaduct over Mill Creek Valley, St. Louis, MO. Project responsibilities included design of pile/drilled shaft foundations and soil plugs to provide lateral resistance to pile/drilled shaft foundations for seismic loading. This also included preliminary design of ground improvement elements (i.e. geopiers or stone columns) to provide vertical support for the soil plugs over the existing soft clay soils.

Construction Cost: \$20,400,000

08 | KENZIG ROAD SOIL NAIL WALL

LG&E/KU | New Albany, Indiana

Dates of Service: 2013-2014

Key Personnel: Justin Anderson, P.E. | Craig Barnett, P.E.

Services Provided: Geotechnical Design | Construction Support Services

Description of Services Provided: HDR provided recommendations for construction of a permanent soil nail wall along a proposed cut slope along the partial perimeter of the proposed Kenzig Road Substation near New Albany, Indiana. The soil nail wall will be constructed to provide adequate footprint for the proposed substation. The existing shale slope will be cut such that the view of the substation is largely blocked from the adjacent development to the east. The final wall is intended to look as natural as possible such that it does not look like a retaining wall from the west. The maximum height of the soil nail wall will be about 42 feet. The total length of the soil nail wall will be about 720 feet. HDR provided final design services and construction plans and specifications for the soil nail wall.

Estimated Construction Cost: \$2,500,000



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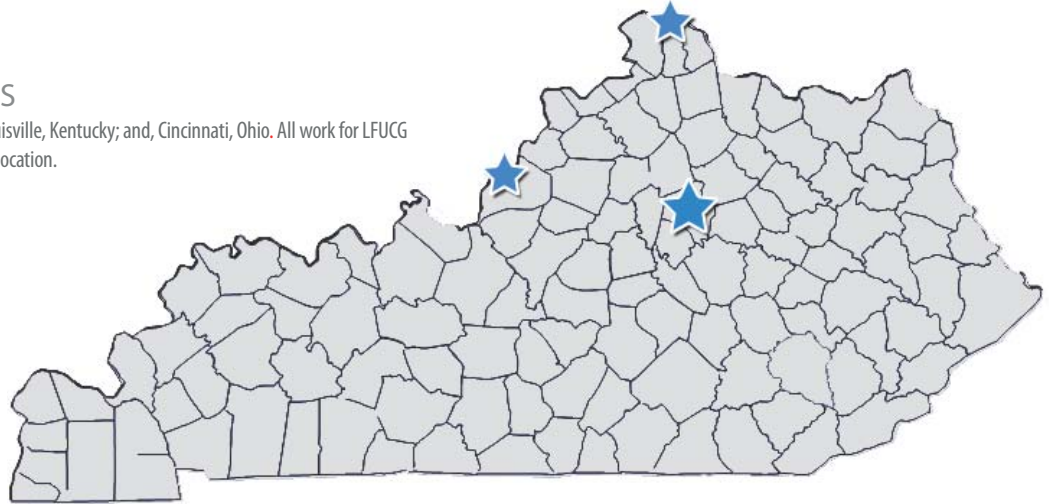
CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN

SECTION 5 | LOCAL OFFICE LOCATIONS

HDR ENGINEERING, INC. LOCAL OFFICE LOCATIONS

HDR maintains local offices in Lexington and Louisville, Kentucky; and, Cincinnati, Ohio. All work for LFUCG will be performed by the HDR Team's Lexington location.

★ = Lexington, Louisville, and Cincinnati



PRIME CONSULTANT HDR ENGINEERING, INC.

| | |
|--|---|
| Firm Name: | HDR ENGINEERING, INC. (HDR) |
| Local Address: | 2517 Sir Barton Way Lexington, KY 40509 |
| Local Phone No. Fax No.: | (859) 629-4800 (859) 629-4801 |
| Date Established: | 1989 |
| No. Of Local Employees Utilization: | 65 45% |

SUBCONSULTANTS

Abbie Jones Consulting | Field Surveying

| | |
|--|--|
| Local Address: | 1022 Fontaine Road Lexington, KY 40502 |
| Local Phone No.: | (859) 559-3443 |
| Date Established: | 2011 |
| No. Of Local Employees Utilization: | 5 10% |

Consulting Services, Inc. | Geotechnical Investigation

| | |
|--|---|
| Local Address: | 858 Contract Street Lexington, KY 40505 |
| Local Phone No. Fax No.: | (859) 309-6021 (888) 792-3121 |
| Date Established: | 2009 |
| No. Of Local Employees Utilization: | 41 45% |

CONTRACT 7 | GEOTECHNICAL TESTING, ANALYSIS, AND DESIGN

SECTION 6 | DBE/WBE INVOLVEMENT



Abbie Jones Consulting (AJC) is a certified disadvantaged business enterprise (DBE), specializing in providing sustainable professional engineering. AJC staff have worked in multiple states and we leverage the ideas and thorough knowledge of regulations to benefit our local clients. AJC currently has one professional engineer, an engineer-in-training, and a draftsman/crew chief. AJC holds certifications in erosion control (KPESC-RI) and floodplain management (CFM). AJC staff have authored sustainable texts: ordinances, municipal design policies, and committee-written design manuals.

Abbie Jones Consulting clients are both public and private entities. The firm is prequalified in Traffic Counts, Surveying, Bicycle & Pedestrian Design, Rural Highway Design, and Urban Highway Design. We are licensed in KY, GA, and TN.

The firm's personnel have the experience to provide high quality services. The team includes professional land surveyors, licensed professional civil engineers, certified professionals in erosion control (CPESC/KPESC-RI), certified floodplain managers (CFM), traffic count field technicians, survey field crews, and CAD technicians skilled in both AutoCAD and Microstation. The design team has a combined 50+ years of land survey and engineering experience.

AJC's positive outcomes with local authorities are a result of civil service experience and a "we're here to help YOU" perspective. Professional services include:

Professional Land Surveying

- Construction Staking
- Boundary Surveys
- Control and Panel Points
- Floodplain and Hydrographic Surveying
- Training Courses
- Topographic Surveys
- Asbuilt and ALTA Surveys
- House Stakeouts and Lot Surveys
- Elevation Certificates

Professional Engineering

- Utility Coordination
- Permitting
- Urban Highway Design
- Traffic Counts
- Erosion Control Designs & Insp.
- Rural Highway Design
- Bike and Pedestrian Design
- Training Courses

.

Appendix A | **AFFIDAVIT**

Comes the Affiant, HDR Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

Ben R. Edelen

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ben R. Edelen on this the 26th day of March, 2014.

My Commission expires: 10/16/2016

 [Signature]
NOTARY PUBLIC, STATE AT LARGE

Appendix B | **WORKFORCE ANALYSIS**

WORKFORCE ANALYSIS FORM

Name of Organization: HDR Engineering, Inc./KY-TN Area

Date: 3/12/2014

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|-----------------------------|------------|------------|-----------|--------|---|----------|----------|-------|---|------------|-----------|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators and Managers | 18 | 16 | 2 | | | | | | | 16 | 2 |
| Professionals | 72 | 63 | 8 | | | 1 | | | | 63 | 9 |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foreman | | | | | | | | | | | |
| Technicians* | 26 | 23 | 1 | | | 2 | | | | 25 | 1 |
| Protected Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | 7 | | 6 | | | 1 | | | | | 7 |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total | 123 | 102 | 17 | | | 2 | 2 | | | 104 | 19 |

*Includes temporaries

Prepared by: Patty Van Vooren, Kentucky Diversity Officer

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

HDR ENGINEERING, INC.

Name of Business



Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to race, color, sex, sexual orientation, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status or Vietnam Era Veteran, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Richard A. O'Gara, Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

HDR, Inc.

8404 Indian Hills Drive
Omaha, NE 68114-4049

Phone (402) 399-1000
Human Resources Fax (402) 548-5002
<http://hr.intranet.hdr/>

09.05.04

HDR Engineering, Inc. Affirmative Action Plan

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

Employee Referral Program - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

Tuition Reimbursement - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

Job Posting - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

Performance Appraisal and Development Program - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company.

HDR Engineering, Inc.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

3/13/2014

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : | Hartford Fire Insurance Company | 19682 |
| INSURER B : | St. Paul Fire and Marine Insurance Company | 24767 |
| INSURER C : | Sentinel Insurance Company, Ltd. | 11000 |
| INSURER D : | Zurich American Insurance Company | 16535 |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 12823272 **REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | Y | Y | 37CSEQU0950 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A A A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | 37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA) | 6/1/2013 6/1/2013 6/1/2013 | 6/1/2014 6/1/2014 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | ZUP-10R64084-13-NF (EXCLUDES PROF. LIAB) | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX |
| C C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | Y | 91WEOH1000 (AOS) 91WBOH1760 (HI) | 7/1/2013 7/1/2013 | 7/1/2014 7/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | ARCH & ENG PROFESSIONAL LIABILITY | N | N | EOC9260026-06 | 6/1/2013 | 6/1/2014 | PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000. |

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

RE: 13-2014 PROFESSIONAL ENGINEERING SERVICES. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

12823272

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ATTENTION: THERESA MAYNARD
200 EAST MAIN STREET
ROOM 30, GOVERNMENT CENTER
LEXINGTON KY 40507

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

AUTHORIZED REPRESENTATIVE

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.

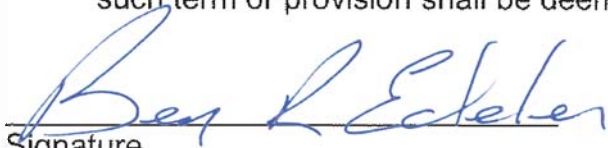
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

3/26/14

Date

Lexington-Fayette Urban County Government
 MBE/WBE Participation Form

1) Identification of Participating MBE/WBEs

CONTRACT 7 - GEOTECHNICAL TESTING, ANALYSIS AND DESIGN

| MBE/WBE Name, Address & Phone | Work to be Performed | Dollar Value of Work | % Value of Total Contract |
|--|-------------------------|-------------------------|------------------------------|
| 1. Abbie Jones Consulting 1022 Fontaine Rd Lexington, KY 40502 859-559-3443 | • Field Surveyings | TBD | 10% |
| | | | |
| | | | |
| | | | |

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: HDR Engineering, Inc.

By: 

Date: March 26, 2014

Title: Vice President



LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2014

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.

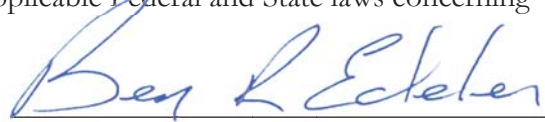
_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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.

HDR ENGINEERING, INC.

Company



Company Representative

3/26/14

Date

Area Manager | Vice President

Title

Project Team Location(s)

CONTRACT 7 - GEOTECHNICAL TESTING, ANALYSIS AND DESIGN

| Prime Consultant | Location (City, State) | Date Office Established | Total Number of Employees | No. of Employees expected to work on DOE projects |
|-----------------------|---------------------------|-------------------------|---------------------------|---|
| Headquarters | Omaha, NE | 1917 | 8,600 | 40 |
| Local Office | Lexington, KY | 1989 | 65 | 40 |
| PM Location | Lexington, KY | | | |
| | | | | |
| SubConsultants | | | | |
| Name: | Abbie Jones Consulting | May 2011 | 5 | 5 |
| Service Provided | Field Surveying | | | |
| Headquarters | Lexington, KY | May 2011 | 5 | 5 |
| Local Office | Lexington, KY | May 2011 | 5 | 5 |
| | | | | |
| Name: | Consulting Services, Inc. | 2009 | 43 | 9 |
| Service Provided | Geotechnical Services | | | |
| Headquarters | Lexington, KY | 2009 | 31 | 9 |
| Local Office | Lexington, KY | 2009 | 31 | 9 |
| | | | | |
| 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: | | 20 | |
| | 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): | | | |
| Final Technical Score | | | 100 | |

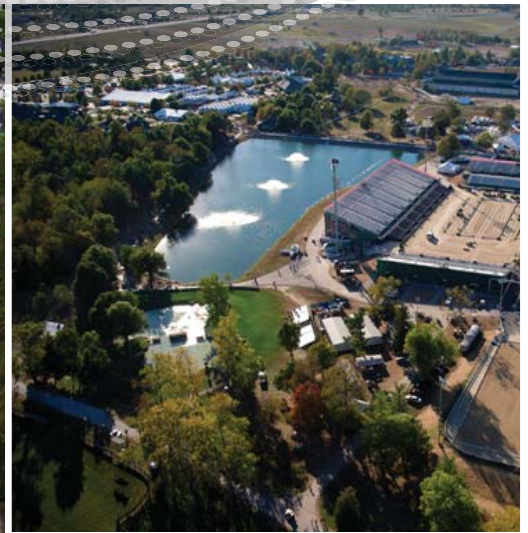
Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit _____
 Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____

Comments:

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



statement of qualifications

RFP # 13-2014 | *Professional Engineering Services for*

CONTRACT 8 | CONSTRUCTION INSPECTION

Lexington-Fayette Urban County Government

March 26, 2014

CONTRACT 8 | CONSTRUCTION INSPECTION

SECTION 1 | FIRM QUALIFICATIONS

HDR Local Services Overview

Transportation

- Alignment Studies
- Grade and Drainage
- Streetscape Design
- Parks/Playgrounds/ Golf Courses
- Highways/Airports/Traffic Engineering
- Site Landscaping
- Structural Design

Geotechnical

- Investigation
- Analysis
- Design

Civil/Site Development

- Planning/Design
- Surveying/GPS
- Industrial & Commercial Sites
- Recreational Facilities
- Mapping/GIS
- Public Involvement

Stormwater

- Master Plans
- Conveyance Systems
- Utility Formation
- NPDES Permits
- Mapping/Ordinances
- Retention/Detention Basins

GIS

- Data Collection/Creation/Conversion
- Spatial Analysis
- Development/Integration
- Cartography
- GPS

Construction/Operations

- Contract Administration
- Scheduling
- Shop Drawing Reviews
- Resident Representatives

HDR ENGINEERING, INC.

To address construction inspection needs for Lexington, LFUCG needs a consulting team that will provide:

- Local staff with an exceptional understanding of LFUCG's policies and design procedures.
- A team that has a proven track record of successfully providing construction inspection services for LFUCG and has a long standing working relationship with the staff of LFUCG.
- A diverse team that is committed to the local community and that call Lexington "home".
- A team of professionals committed to helping the LFUCG meet all project goals, and maintaining effective communication with LFUCG, residents of affected neighborhoods, and other involved stakeholders.

HDR HISTORY

Headquartered in Omaha, Nebraska, HDR was founded in 1917, and maintains regional offices in Lexington and Louisville, Kentucky; Cincinnati and Columbus, Ohio; and, Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design infrastructure that meets the community's needs.

This year, HDR celebrates its 97th anniversary of providing engineering and architectural services to its clients. We have grown from a small municipal engineering firm to a No. 11 ranking in 2013 by "Engineering News Record (ENR)" as one of the Top 500 Design Firms. More importantly, HDR was ranked No. 6 in Highway Firms by ENR in 2013. Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.

[Our steady growth is attributed to being an employee-owned company where each coworker benefits from providing great client service.]

Today, HDR employs approximately 8,600 professional and support staff in 210 offices nationwide, including approximately 150 professionals and support staff in our Kentucky and Ohio offices. Our regional offices provide our clients a full range of services, including transportation, civil/site development, stormwater, GIS, construction services, geotechnical engineering, and structural design.

While HDR's services have evolved to meet increasingly complex challenges ranging from nanotechnology to infrastructure security, one thing that hasn't changed is our commitment to the values upon which HDR was founded. These values include respect, integrity, empowerment, innovation, teamwork, and responsibility. HDR's mission is to be an excellent professional firm known for vision, value and service to our clients, our communities, and employees.

FIRM QUALIFICATIONS

The local staff of HDR has enjoyed a 36-year relationship with Lexington-Fayette Urban County Government (LFUCG). Our Lexington office is located in Hamburg Place on Sir Barton Way (designed by HDR). Our project team members have more than 30 years of roadway project design experience for LFUCG, including: Liberty Road Study, Preliminary Design, and Section I Final Design; Starshoot Parkway Extension; Limestone Street; Clays Mill Widening at Man O' War Boulevard; Expansion Area Boulevard Design Study Report; Man O' War Boulevard; Martin Luther King Jr. Boulevard; and Cornwall Drive Culvert, Trinity Road Storm Water Improvements, and Halifax Culvert Improvements. This experience has involved a variety of projects with cumulative construction costs exceeding \$160 million. These projects were performed on schedule and within budget. Further discussion of projects can be found in Section 4 of this document.

CONTRACT 8 | CONSTRUCTION INSPECTION FIRM QUALIFICATIONS

HDR Local Services Overview *(continued)*

Construction/Operations

- Operation & Maintenance Manuals
- Training & Start-up
- Operations Assistance
- Construction Management

Funding Assistance

- Source Identification
- Application Preparation
- Program Administration

Electrical/Instrumentation

- SCADA Systems
- Fiber Optics/Data Networks
- Instrumentation & Controls
- Security/Access Control Systems
- Communication Systems
- Power Distribution/Lighting

Water/Wastewater

- Facilities Plans/Preliminary Studies
- System Analysis/Review
- Sewer System Evaluation
- Sewer Rehabilitation
- Gravity Sewers/Force Mains
- Pump Stations
- Sanitary Sewer Modeling
- Wastewater/Water Treatment
- CSOs/SSOs
- Equalization Basins

JYLA (MBE/WBE Subconsultant)

J.Y. Legner Associates, Inc. (JYLA) was incorporated in 1999 in Louisville, Kentucky and is headquartered there today. JYLA offers personnel placement services that focus on the specialized needs of the engineering and utility industries. JYLA maintains certification as an MBE/WBE Corporation with LFUCG, Tri-State Minority Business Council (formerly KMBC), the Metropolitan Sewer District (Louisville, KY), the Kentucky Transportation Cabinet and the City of Louisville.



Over the past several years, JYLA has grown the scope and size of their business tremendously, resulting in recognition as one of the fastest growing privately held companies in the country by Inc. 500. Our growth is a testament to cutting-edge business models proven to meet even the most pressing needs facing our customers in today's economy. In April 2004, JYLA purchased Power Staffing, a proven regional leader in administrative and light industrial staffing. JYLA created a new division, Legner Energy Group, in early 2010 to provide workforce services to electric and gas utilities as well as municipal utilities and engineering firms.

Since 1999 JYLA has provided highly-trained personnel and distinctive staffing services to address the workforce needs of their clients. With specific expertise and experience in the engineering and utility industries, JYLA can secure temporary and transitional talent as well as facilitate part- to full-time placement in specialized positions such as engineers, inspectors, mechanics, operator technicians, and regulatory clerks.



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CONTRACT 8 | CONSTRUCTION INSPECTION

SECTION 2 | PROJECT TEAM

OVERVIEW

We understand that the goal of Lexington-Fayette Urban County Government (LFUCG) is to select a competent team capable of producing a quality project on-schedule and within budget. Once the team is selected, the success of your project will be determined by the individuals you work with on a day-to-day basis. Our philosophy is to develop a “team approach” that combines our most experienced professionals with LFUCG representatives to obtain effective solutions. Therefore, a multi-disciplined team has been organized with the necessary expertise to address each component. The organization chart presented in Figure 2-1 may be cross-referenced with Table 2-1 to review team member locations, project responsibilities, and individual qualifications.

Figure 2-1 PROJECT TEAM ORGANIZATIONAL CHART

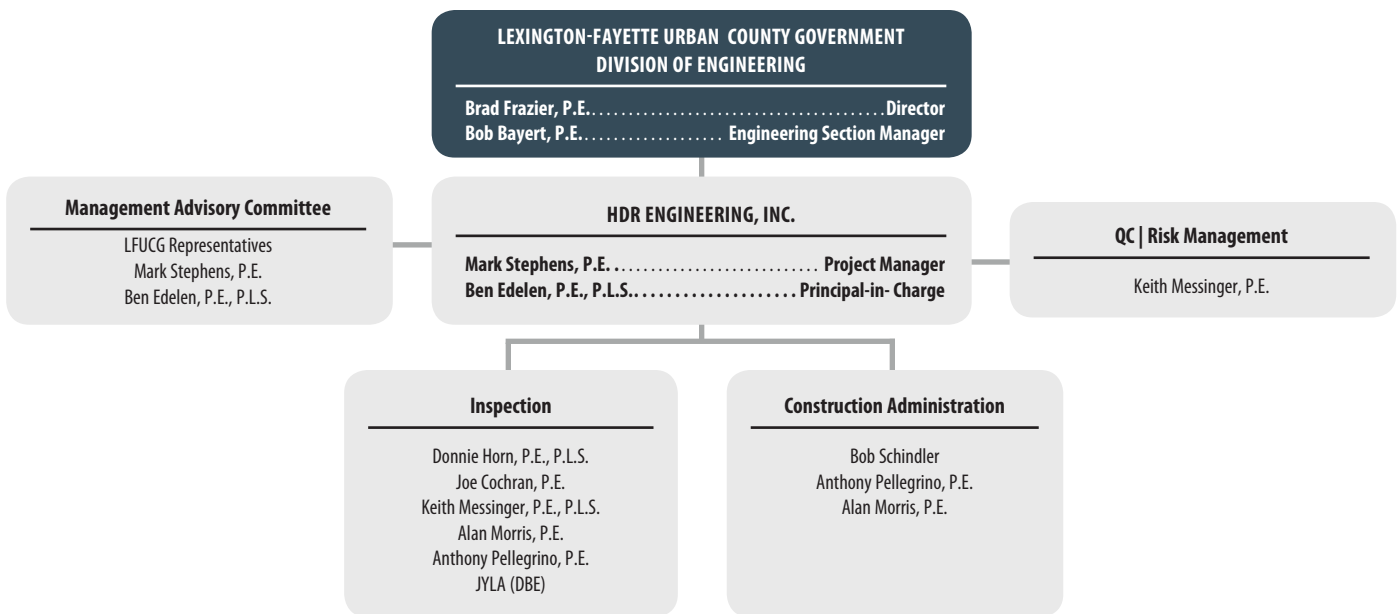


Table 2-1 KEY PERSONNEL

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|---|------------------------------------|--------|-------------------|--|---|
| Mark Stephens, P.E. HDR Lexington, KY | Construction Administrator | BSCE | 16 | Prof. Eng. KY | Project Manager Day-to-Day Contact, MAC Meetings |
| Ben Edelen, P.E., P.L.S. HDR Lexington, KY | Area Manager Vice President | BSCE | 30 | Prof. Eng. KY, OH Prof. Surveyor KY | Principal-in-Charge Public Involvement, MAC Meetings |
| Donnie Horn, P.E., P.L.S. HDR Lexington, KY | Project Manager | BSCE | 22 | Prof. Eng. KY, SC Prof. Surveyor KY | Inspection Site Visits, Consultation, Progress Meetings |
| Joe Cochran, P.E. HDR Lexington, KY | Hwy. Section Manager | BSCE | 21 | Prof. Eng. KY, OH | Inspection Site Visits, Consultation, Progress Meetings |
| Keith Messinger, P.E., P.L.S. HDR Lexington, KY | QC Coordinator/ Project Manager | BSCE | 33 | Prof. Eng. KY Prof. Surveyor KY | Inspection QA/Risk Management Site Visits, Consultation, Progress Meetings |

CONTRACT 8 | CONSTRUCTION INSPECTION PROJECT TEAM

| Name | Firm Position | Degree | Yrs of Experience | Registration | Project Responsibilities |
|--|----------------------------|--------|-------------------|----------------------------|---|
| Alan Morris, P.E. HDR Lexington, KY | Construction Administrator | BSCE | 37 | Prof. Eng. KY | C/A Inspection Site Visits, Shop Drawing Review, Progress Meetings |
| Anthony Pellegrino, P.E. HDR Lexington, KY | Construction Administrator | BSCE | 24 | Prof. Eng. KY | C/A Inspection Site Visits, Shop Drawing Review, Progress Meetings |
| Bob Schindler HDR Lexington, KY | Operations Specialist | N/A | 36 | Class IV WW Operator KY | C/A Pay Request, Requests for Information |
| JYLA Lexington, KY | Inspectors | Varies | Varies | Varies | Inspection Site Visits |

Note: ¹MAC - Management Advisory Committee

J.Y. LEGNER (JYLA)

HDR will team with J.Y. Legner Associates, Inc. (JYLA) for the inspection services. Since establishing our relationship in 2002, JYLA provides us with approximately 10 construction inspectors on a weekly basis for various projects throughout Kentucky, Ohio, and Indiana. Therefore, they will feel very comfortable in this role for this project. A resume for Jozi Legner, President is included in this section.

RESUMES

Due to page limitations, abbreviated resumes for key team members have been included on the following pages. Detailed resumes for all project team members are available upon request.

CONTRACT 8 | CONSTRUCTION INSPECTION PROJECT TEAM

MARK STEPHENS, P.E.



MARK STEPHENS, P.E.

Construction Administrator, HDR Engineering, Inc.

Mr. Stephens is currently serving as a Contract Administrator. Responsible for oversight and coordination of all construction contracts as well as day-to-day management of entire Contract Administration and Resident Representative staff.

EXPERIENCE OVERVIEW

- **Nicholasville, Kentucky, North End Sanitary Sewer Extension.** Contract Administrator. Scope of project includes 51,000 feet of sanitary sewers, ranging in size from 8- to 24-inches, and 2.16 MGD submersible pump station. The project will serve existing industrial, commercial, and residential areas which are currently on package WWTPs, septic tanks, or holding tanks. The project will facilitate growth in the Bluegrass Industrial Park and new Commerce Center. Project included easement acquisition and funding study. Construction starting February 2009 at an approximate cost of \$6.4 Million Dollars.
- **Olive Hill, KY Water Line Replacements.** Contract Administrator. Scope included replacement of 23,000 LF of 2-, 3-, and 4-inch water lines with new 4- and 6-inch water lines. Design completed 2007, construction completed 2009 at an approximate cost of \$1.0 Million Dollars.
- **Elizabethtown, Kentucky.** Contract Administrator for the construction of wastewater system improvements for Elizabethtown. A Regional Facilities Plan Update was completed identifying a selected alternative to serve the City of Elizabethtown and the surrounding county by expanding the wastewater treatment plant (WWTP) from 7.2 to 13.0 million gallons per day (MGD).

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

16 Years

BEN EDELEN, P.E., P.L.S.



BEN EDELEN, P.E., P.L.S.

Area Manager | Vice President, HDR Engineering, Inc.

Mr. Edelen has over 30 years of experience on major transportation projects throughout the Commonwealth of Kentucky. Mr. Edelen has been a project manager on over \$600 million in projects. His responsibilities included the design and preparation of plans, supervision of others. Mr. Edelen is responsible for the timely completion of work and quality of the plans.

EXPERIENCE OVERVIEW

- **World Equestrian Games, Statewide Transportation Planning & Design, Fayette County, Kentucky** – HDR Engineering provided transportation planning and design services for the 2010 World Equestrian Games at the Kentucky Horse Park. The HDR led team was selected in 2007 to provide a full range of services that have included traffic modeling, preliminary and final roadway design, agency coordination, GIS, public meetings, utility relocations, stream permitting and traffic management. Transportation was a huge success for the games.
- **KY 4/US 421 Interchange, Fayette County, Kentucky** - The project consisted of providing Phase I & II Design for improvements to the ramps, US 421 and widening KY 4. Ultimate and immediate improvements were identified, designed and estimated. The lower cost immediate improvements were chosen for construction to fit KYTC budgets. Construction of the ramp and US 421 improvements were completed in 2009.
- **US 68, Fayette and Jessamine Counties, Kentucky** - Project engineer for this project with limits that extend from approximately one mile south of Brannon Road in Jessamine County to Man O'War Boulevard in Fayette County for a total length of 4.3 miles. The proposed four-lane divided highway follows the existing corridor switching from right to left of the existing roadway to miss historic properties, cemeteries, and subdivisions. Construction cost was \$17 million.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

Professional Surveyor: KY

INDUSTRY TENURE

30 Years



CONTRACT 8 | CONSTRUCTION INSPECTION PROJECT TEAM

DONNIE HORN, P.E., P.L.S.



DONNIE HORN, P.E., P.L.S.

Project Manager, HDR Engineering, Inc.

Mr. Horn, a registered professional engineer and surveyor, has more than 22 years of combined experience in construction, surveying, engineering design, and project management. He is a project manager with HDR and has served in the same capacity on several projects.

EXPERIENCE OVERVIEW

- **South Limestone Streetscape Design Build, Fayette County, Kentucky** – Mr. Horn served as Project Manger for engineering services provided to the contractor for the \$11 million dollar streetscape improvement project in downtown Lexington. The project began at UK's campus and connects the district with a newly improved streetscape. The project involves relocating all overhead utilities underground, reconstructing storm sewer, sanitary sewer, along with streetscape improvements.
- **KYTC World Equestrian Games, Transportation Planning** - During Preliminary design, Mr. Horn worked as project engineer on horizontal and vertical alignments for Ironworks Pike. The preliminary design included studying bus turn around alignments to help determine a transportation plan and roadway improvement plans and assist with the traffic management plan for the games. Final Plans for roadway improvements were submitted and was constructed on schedule.
- **KY 4/US 421 Interchange, Fayette County, Kentucky** - The project consist of providing design services for improvements to the four existing ramps at the New Circle Road/US 421 Interchange and improvements along US 421 to improve traffic congestion. During Preliminary design Mr. Horn worked as project engineer which included verifying survey information for utilities and topography, creating horizontal and vertical alignments for the ramp auxiliary lanes and US 421 and determining right-of-way impacts. The project was constructed during the summer of 2009.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, SC

Professional Surveyor: KY

INDUSTRY TENURE

22 Years

JOE COCHRAN, P.E.



JOE COCHRAN, P.E.

Highway Section Manager, HDR Engineering, Inc.

Mr. Cochran has 21 years of transportation design experience and has been project engineer or project manager on the projects listed below. He has been responsible for management of projects, roadway design and supervision of others.

EXPERIENCE OVERVIEW

- **Citation Boulevard, Lexington, Kentucky** -This project involved the preparation of a Design Study Report and Phase I and II plans. Citation Boulevard is a four-lane divided arterial highway from Leestown Road to Newtown Pike. Six alternate alignments with various combinations were evaluated as part of a corridor location study from west of Leestown Road to Coldstream Farm. As alternates were developed, meetings were held involving the Lexington-Fayette Urban County Government and Kentucky Department of Highways.
- **Kentucky Horse Park Internal Roadway Improvements, Fayette Kentucky** - Final design of the project included preparation of final plans and specifications for improvements to four internal roadways and a new connector road and parking area. The improvements were needed for the 2010 World Equestrian Games and included approximately three miles of new widened and resurfaced roadways and new asphalt over paved parking areas, new street lighting, communication conduit installation and a new arch culvert.
- **Starshoot Parkway, Fayette County, Kentucky** – This project involved extending Starshoot Parkway approximately 950 feet to tie to Liberty Road Section 1A. The design of the Starshoot Parkway extension, a 4-lane urban typical section with raised grass median, included preparing preliminary alternatives and the development of final construction plans, contract specifications and bidding documents. The extension included a bridge over the I-75 Tributary of North Elkhorn Creek and a proposed pedestrian trail, both adjacent to the school property. HDR prepared a CLOMR for the project.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY, OH

INDUSTRY TENURE

21 Years



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CONTRACT 8 | CONSTRUCTION INSPECTION PROJECT TEAM

KEITH MESSINGER, P.E., P.L.S.



KEITH MESSINGER, P.E., P.L.S.

Quality Control Coordinator | Project Manager, HDR Engineering, Inc.

Mr. Messinger serves as the Quality Control Coordinator for the KY/TN area and he has more than 33 years of experience. His responsibilities include assuring quality control procedures are in place, and review of plans and bidding documents/specifications.

EXPERIENCE OVERVIEW

- **Kentucky Horse Park Indoor Event Arena, Lexington, KY.** Participated as the design civil engineer for the architect design team to plan, design and produce plans to construct the new Indoor Event Arena for the Kentucky Horse Park in preparation for the 2010 World Equestrian games, a \$36 million project. Responsible for site storm water/detention/storm water quality design, site sanitary sewer design, site water main/fire service/domestic service design and site erosion control design. Working with all design team professionals to meet client needs. Project was completed in 2009.
- **Kentucky Horse Park Outdoor Stadium, Lexington, KY.** Participated as the design civil engineer for the architect design team to plan, design and produce plans to construct a replacement outdoor stadium for the Kentucky Horse Park as part of the preparations ongoing for the 2010 World Equestrian Games, a \$21 million project. Responsible for site storm water, site sanitary sewer, off site sanitary sewer, site and off site water designs as well as erosion control. Have also served as coordination conduit between this project and other projects at the Park to make all projects merge together and provide the client with good finished products. Meetings with governmental agencies and utility companies for coordination.

EDUCATION

- Bachelor of Science, Civil Engineering, University of Kentucky

PROFESSIONAL REGISTRATIONS

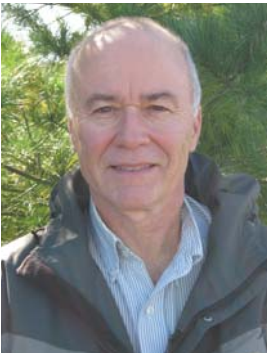
Professional Engineer: KY, IN

Professional Surveyor: KY

INDUSTRY TENURE

33 Years

ALAN MORRIS, P.E.



ALAN MORRIS, P.E.

Project Engineer, HDR Engineering, Inc.

Mr. Morris' duties with HDR include civil/site design with the Transportation Group including project management and AutoCAD design. Mr. Morris also works extensively with preparation and implementation of Storm Water Best Management Plans for construction projects to assure compliance with federal, state, and local regulations. Mr. Morris also assists with inspections on various project including roadway and sewer construction and railroad rail replacement and bridge painting.

EXPERIENCE OVERVIEW

- **Kentucky Horse Park Outdoor Arena-Sanitary Sewer, Lexington, KY.** Served as Design Team Member and assisted with planning, design, and production of plans to construct a replacement outdoor stadium for the Kentucky Horse Park as part of the preparations for the 2010 World Equestrian Games.
- **Lexington-Fayette Urban County Government, Division of Engineering - Engineering Section Manager for New Development** — Manager for all Residential and Commercial Land development for Fayette County related to plan review, development plans and record plats. Served as Engineering Advisor to the LFUCG Planning Commission. Responsible for Water Quality and compliance with Kentucky Division of Water and EPA Regulations.
- **Lexington-Fayette Urban County Government, Division of Engineering Municipal Engineer Senior** – responsibilities included:
 - New Development — Chief Plan Reviewer for construction plans / Storm and Sanitary, Detention Requirements and Roadways. Coordinator for New Engineering Manuals for Fayette County.
 - Project Engineer — New Landfill Liner Construction, Permitting New Landfill and Landfill Operation.

EDUCATION

Bachelor of Science, Civil Engineering, Western Kentucky University

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

37 Years

HDR
www.hdrinc.com

CONTRACT 8 | CONSTRUCTION INSPECTION PROJECT TEAM

ANTHONY PELLEGRINO, P.E.



ANTHONY PELLEGRINO, P.E.

Construction Administrator | HDR Engineering, Inc.

Mr. Pellegrino has 24 years of experience in Construction Management, Construction Inspection, and Quality Control. He has work in a variety of fields such as Aviation, Transportation, Civil Site, Commercial and Hospital Buildings, and Water and Waste Water.

EXPERIENCE OVERVIEW

- **BGA Runway 9-27 Phases I, II & III, and Taxiway B, Lexington KY.** Resident Engineer. The scope of work included development of a 120-acre site and the construction of a new 3,000 foot concrete paved runway, with parallel taxiways, and additional ramp areas. Also included were the construction of site access roadways, stormwater infrastructure, and the installation of FAA standard runway and taxiway lighting systems, communication systems and aviation navigation systems. The project total cost was \$30.0 million.
- **BGA Airfield Electrical Vault Replacement, Lexington KY.** Resident Engineer. The scope of services included the relocation and reconstruction of the airport's runway and taxiway electrical light power and control vault, and the construction of new conduit and underground ductbank system while maintaining the existing system. Total project cost was \$2.0 million.
- **BGA Rental Car Ready Lot Improvements, Lexington KY.** Resident Engineer. This project includes construction of a covered rental car ready lot adjacent to the existing terminal building, demolition and relocation of air freight facilities, modifying parking lots, utility relocations, pedestrian walkways, service roads and storm sewer relocations. Total project cost is \$5.8 million with a focus on providing access to the numerous businesses and properties throughout the project corridor.

EDUCATION

- Bachelor of Science, Civil Engineering, City University of New York

PROFESSIONAL REGISTRATIONS

Professional Engineer: KY

INDUSTRY TENURE

24 Years

JYLA



JOSEPHINE Y. LEGNER

President/CEO, JYLA

As President/CEO of J.Y. Legner Associates, Inc. Ms. Legner is involved in all phases of business development, marketing, customer relations, and oversees day to day operations. Her emphasis is on the consulting/marketing side of the company utilizing established relationships with Principals/CEO's of both local and regional engineering firms. She also handles all facets of public relations. Ms. Legner's strong technical background and experience enables her to screen applicants to place/fill technical positions for her client companies. She trains individuals on interviewing techniques and the professional protocol to follow while seeking employment. Her unwavering commitment to succeed has grown the company to generate multi-million dollar revenues within its fourth year of business.

As a Land Acquisition Agent/Researcher Ms. Legner has performed contract work for local engineering firms and law firms to conduct public records research, some of which include but are not limited to title searches, utility information coordination, right of way data location, zoning and PVA retrieval, subdivision and minor plats, cost analysis and reports in fulfilling the needs of a given project. Ms. Legner draws on her experience as a corporate liaison between the engineering firms and utility companies to best serve her clients.

Ms. Legner has in excess of two decades of experience in her field. She worked as a CAD Operator/Designer and Research Technician for a number of large commercial and residential developments including MSD projects such as Dixie Highway Collectors, Valley Station Interceptors, Valley Trunk Interceptors, Big Run Collectors as well as Lake Forest Phase II & III, The Springs, The Polo Fields and Indian Hills, gathering all related property information and creating construction plans. Ms. Legner performed graphic design with AutoCAD, hand drafting and renderings while working on sanitary sewer plan and profiles, pumping stations, wastewater treatment plants and storm drainage renovations. She kept ongoing communications with a network of professionals within various utility agencies as well as local government offices to assure that projects were completed in a timely fashion.

EDUCATION

- Louisville Technical Institute, Associate of Applied Science, Mechanical Design, Minor: Architectural Design

INDUSTRY TENURE

20 Years



www.hdrinc.com

CONTRACT 8 | CONSTRUCTION INSPECTION

SECTION 3 | CLIENT LIST

The following is a list of professional references. We encourage you to contact these individuals to learn about our past performance. Detailed descriptions for these clients and similar projects are presented in Section 4 of this submittal.

- **Mr. Butch Hatcher**, Project Manager
Kentucky Finance and Administration Cabinet | Division of Engineering
400 Wapping Street | 2nd Floor | Frankfort, KY 40601 | 502-782-0322
butch.hatcher@ky.gov

Similar Projects: Kentucky Horse Park Indoor Arena, Outdoor Arena and Internal Roadway Improvements

- **Mr. George S. Milligan**, Management and Construction Supervisor
Lexington-Fayette Urban County Government
200 East Main Street | Lexington, KY 40507 | 859-258-3400
gmilligan@lexingtonky.gov

Similar Project: Limestone Streetscape

- **Mr. Dall Clark**
University of Kentucky Capital Project Management
222 Peterson Service Building | Lexington, KY 40506 | 859-257-5912
dall.clark@uky.edu

Similar Project: UK College of Pharmacy

- **Mr. Skip Alexander**, Director of Construction
Central Baptist Hospital
1740 Nicholasville Rd | Lexington, KY 40503 | 859-260-6902
piks70@gmail.com

Similar Project: Central Baptist Hospital Expansion

CONTRACT 8 | CONSTRUCTION INSPECTION

SECTION 4 | SIMILAR PROJECTS



- 01 | SOUTH LIMESTONE DESIGN BUILD
- 02 | KHP INTERNAL ROADWAY IMPROVEMENTS
- 03 | KENTUCKY HORSE PARK OUTDOOR STADIUM



SIMILAR DESIGN EXPERIENCE

Abbreviated descriptions for similar projects, including dates, services provided, key personnel involvement, and construction cost, are presented below. Client references for these projects are presented in Section 3 of this submittal.

01 | SOUTH LIMESTONE STREETSCAPE DESIGN BUILD

Lexington-Fayette Urban County Government | Lexington, KY

Dates of Service: 2009-2010

Key Personnel: Ben Edelen, P.E., P.L.S. | Donnie Horn, P.E., P.L.S.

Services Provided: Project Management | Preparation of As-built Drawings | Utility Coordination | Engineering Assistance

Description of Services Provided: The South Limestone Streetscape Design Build project is located between the campus of the University of Kentucky and Lexington's downtown business district. The project was a high profile project for Lexington. The project involved streetscape improvements as well as replacement of all aging infrastructure along the corridor. Impacts to local businesses and to traffic patterns were primary concerns during all decisions made by the project team. The aggressive one-year construction schedule included relocating all overhead utilities underground, reconstruction of storm sewer and sanitary sewer systems, and reconstruction of water and gas lines along with the streetscape improvements. As a member of the Design Build team, HDR provided engineering services to the contractor and project management. HDR lead coordination of all underground utility relocations, easements required for utilities and construction, and as-built construction drawings. One of the first key components that ensured success to meet the project's aggressive schedule was the coordination of underground utility relocation. This coordination of all entities by HDR allowed underground utility construction to be accomplished successfully and ahead of schedule. Project construction began in July of 2009 and was completed in the summer of 2010.

Construction Cost: \$11,000,000

02 | KENTUCKY HORSE PARK INTERNAL ROADWAY IMPROVEMENTS

Kentucky Finance and Administration Cabinet | Lexington, KY

Dates of Service: 2008-2010

Key Personnel: Joe Cochran, P.E. | Keith Messinger, P.E., P.L.S. | Ben Edelen, P.E., P.L.S.

Services Provided: Phase I and II Road Design | Preparation of Specifications | Bidding Assistance | Contract Administration | Waterline Relocation Design | Construction Inspection

Description of Services Provided: HDR teamed with two other firms on this project. Final design of the project included preparation of final plans and specifications for improvements to four internal roadways and a new connector road and parking area. The improvements at the Kentucky Horse Park were needed for preparing the horse park for hosting the 2010 World Equestrian Games. The improvements included approximately three miles of new widened and resurfaced roadways and new asphalt over paved parking areas, new street lighting, communication conduit installation and a new arch culvert. Design and coordination was required to address several utilities that were impacted, including water, sewer and gas. HDR reviewed all construction documents internally in compliance with our Quality Control procedures to insure completeness and compliance with the owner's requirements. The project was let in March 2009 and construction was completed in the summer of 2010.

Construction Cost: \$4,500,000

03 | KENTUCKY HORSE PARK OUTDOOR STADIUM

Kentucky Finance and Administration Cabinet | Lexington, KY

Dates of Service: 2007 - 2010

Key Personnel: Keith Messinger, P.E., P.L.S. | Ben Edelen, P.E., P.L.S. | Rockne Bender, P.E., P.L.S.

Services Provided: Sanitary Sewer System Design | Erosion and Sediment Control | Storm Water Drainage | Contract Administration | Construction Inspection

Description of Services Provided: Participated as part of a multi-discipline design team to develop construction plans for the Outdoor Event Arena at the Kentucky Horse Park to replace an existing outdoor event area in preparation for the 2010 World Equestrian Games. HDR responsibilities

CONTRACT 8 | CONSTRUCTION INSPECTION

SIMILAR PROJECTS



included design of sanitary sewer system, erosion and sediment control plans and storm water drainage meeting LFUCG standards. HDR reviewed the construction documents internally in accordance with our Quality Control procedures to insure completeness and compliance with LFUCG requirements before delivering the plans/specifications to the architect for inclusion in the construction documents to be submitted to the State of Kentucky for implementation.

Construction Cost: \$23,000,000

04 | KENTUCKY HORSE PARK INDOOR ARENA

Kentucky Finance and Administration Cabinet | Lexington, KY

Dates of Service: 2004 - 2010

Key Personnel: Keith Messinger, P.E., P.L.S. | Ben Edelen, P.E., P.L.S. | Rockne Bender, P.E., P.L.S.

Services Provided: Sanitary Sewer System Design | Erosion and Sediment Control | Storm Water Drainage | Contract Administration | Construction Inspection

Description of Services Provided: Participated as part of a multi-discipline design team to develop construction plans for a new Indoor Event Arena at the Kentucky Horse Park in preparation for the 2010 World Equestrian Games. HDR responsibilities included design of sanitary sewer system, erosion and sediment control plans and storm water drainage meeting LFUCG standards as well as design of a bio-basin water quality feature and a pervious pavement parking lot. HDR reviewed the construction documents internally in accordance with our Quality Control procedures to insure completeness and compliance with LFUCG requirements before delivering the plans/specifications to the architect for inclusion in the construction documents to be submitted to the State of Kentucky for implementation.

Construction Cost: \$39,000,000



05 | UNIVERSITY OF KENTUCKY COLLEGE OF PHARMACY

University of Kentucky | Lexington, KY

Dates of Service: 2007-2011

Key Personnel: Keith Messinger, P.E., P.L.S.

Services Provided: Design | Construction Administration

Description of Services Provided: HDR participated as part of a multi-discipline design team to construct a state of the art research/teaching facility for the University of Kentucky College of Pharmacy. HDR responsibilities included design of initial excavation, design of storm water management systems, erosion and sediment control, sanitary sewer and water systems. HDR participated with the design team to provide construction administration and inspection services for the portions of the design that HDR provided for the project. The construction administration consisted of processing shop drawings and working with the project architect to manage the documents on the University's construction tracking system. HDR provided record drawings to the University of Kentucky based on the contractors supplied markup plans. The project was completed in January 2011.

Construction Cost: \$120,000,000



06 | CENTRAL BAPTIST HOSPITAL

Central Baptist Hospital | Lexington, KY

Dates of Service: 2010-present

Key Personnel: Keith Messinger, P.E., P.L.S. | Rockne Bender, P.E., P.L.S. | Ben Edelen, P.E., P.L.S. | Alan Morris, P.E.

Services Provided: Design | Construction Administration

Description of Services Provided: HDR Lexington participated as part of a multi-discipline design team led by HDR Architecture group to construct a new seven story bedtower and adjacent parking garage tower as part of a major renovation of the Central Baptist Hospital in Lexington, Kentucky. HDR Lexington responsibilities included preparing and processing a final development plan with the City of Lexington Division of Planning, design of storm water management systems, erosion and sediment control, sanitary sewer, water systems and natural gas service. HDR Lexington has provided construction administration and inspection services for the portion of the construction plans that HDR Lexington provided for the project. This has consisted of reviewing/approving shop drawings, meeting with contractors in field to make field adjustments due to subsurface conflicts found during excavations and inspection installations during construction. Record drawings will be prepared in the future when construction is completed.

Construction Cost: \$220,000,000

04 | KHP INDOOR ARENA

05 | UK COLLEGE OF PHARMACY

06 | CENTRAL BAPTIST HOSPITAL



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CONTRACT 8 | CONSTRUCTION INSPECTION SECTION 5 | LOCAL OFFICE LOCATIONS

HDR ENGINEERING, INC. LOCAL OFFICE LOCATIONS

HDR maintains local offices in Lexington and Louisville, Kentucky; and, Cincinnati, Ohio

★ = Lexington, Louisville, and Cincinnati



PRIME CONSULTANT HDR ENGINEERING, INC.

| | |
|---------------------------------------|---|
| Firm Name: | HDR ENGINEERING, INC. (HDR) |
| Local Address: | 2517 Sir Barton Way Lexington, KY 40509 |
| Local Phone No. Fax No.: | (859) 629-4800 (859) 629-4801 |
| Date Established: | 1989 |
| No. Of Local Employees Utilization: | 65 90% |

SUBCONSULTANTS

JYLA | Inspection

| | |
|----------------------------|---|
| Local Address: | 340 Evergreen Road Louisville, KY 40243 |
| Local Phone No. Fax No.: | (502) 585-9000 (502) 585-9011 |
| Date Established: | 1999 |
| Utilization: | 10% |

CONTRACT 8 | CONSTRUCTION INSPECTION

SECTION 6 | DBE/WBE INVOLVEMENT

JYLA (MBE/WBE Subconsultant)

J.Y. Legner Associates, Inc. (JYLA) was incorporated in 1999 in Louisville, Kentucky and is headquartered there today. JYLA offers personnel placement services that focus on the specialized needs of the engineering and utility industries. JYLA maintains certification as an MBE/WBE Corporation with LFUCG, Tri-State Minority Business Council (formerly KMBC), the Metropolitan Sewer District (Louisville, KY), the Kentucky Transportation Cabinet and the City of Louisville.



Over the past several years, JYLA has grown the scope and size of their business tremendously, resulting in recognition as one of the fastest growing privately held companies in the country by Inc. 500. Our growth is a testament to cutting-edge business models proven to meet even the most pressing needs facing our customers in today's economy. In April 2004, JYLA purchased Power Staffing, a proven regional leader in administrative and light industrial staffing. JYLA created a new division, Legner Energy Group, in early 2010 to provide workforce services to electric and gas utilities as well as municipal utilities and engineering firms.

Since 1999 JYLA has provided highly-trained personnel and distinctive staffing services to address the workforce needs of their clients. With specific expertise and experience in the engineering and utility industries, JYLA can secure temporary and transitional talent as well as facilitate part- to full-time placement in specialized positions such as engineers, inspectors, mechanics, operator technicians, and regulatory clerks.

Appendix A | **AFFIDAVIT**

Comes the Affiant, HDR Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

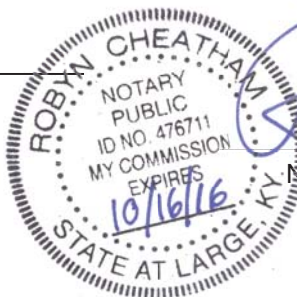
Further, Affiant sayeth naught.

Ben R. Edelen

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ben R. Edelen on this the 26th day of March, 2014.

My Commission expires: 10/16/2016

 Robyn Cheatham
NOTARY PUBLIC, STATE AT LARGE



Appendix B | **WORKFORCE ANALYSIS**

WORKFORCE ANALYSIS FORM

Name of Organization: HDR Engineering, Inc./KY-TN Area

Date: 3/12/2014

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|-----------------------------|------------|------------|-----------|--------|---|----------|----------|-------|---|------------|-----------|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators and Managers | 18 | 16 | 2 | | | | | | | 16 | 2 |
| Professionals | 72 | 63 | 8 | | | | 1 | | | 63 | 9 |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foreman | | | | | | | | | | | |
| Technicians* | 26 | 23 | 1 | | | 2 | | | | 25 | 1 |
| Protected Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | 7 | | 6 | | | | 1 | | | | 7 |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total | 123 | 102 | 17 | | | 2 | 2 | | | 104 | 19 |

* Includes temporaries

Prepared by: Patty Van Vooren, Kentucky Diversity Officer

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

HDR ENGINEERING, INC.

Name of Business



Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to race, color, sex, sexual orientation, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status or Vietnam Era Veteran, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Richard A. O'Gara, Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

HDR, Inc.

8404 Indian Hills Drive
Omaha, NE 68114-4049

Phone (402) 399-1000
Human Resources Fax (402) 548-5002
<http://hr.intranet.hdr/>

09.05.04

HDR Engineering, Inc. Affirmative Action Plan

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

Employee Referral Program - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

Tuition Reimbursement - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

Job Posting - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

Performance Appraisal and Development Program - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company.

HDR Engineering, Inc.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

3/13/2014

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : | Hartford Fire Insurance Company | 19682 |
| INSURER B : | St. Paul Fire and Marine Insurance Company | 24767 |
| INSURER C : | Sentinel Insurance Company, Ltd. | 11000 |
| INSURER D : | Zurich American Insurance Company | 16535 |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES HDRIN01 CERTIFICATE NUMBER: 12823272 REVISION NUMBER: XXXXXXXX

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 <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | Y | Y | 37CSEQU0950 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A A A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | 37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA) | 6/1/2013 6/1/2013 6/1/2013 | 6/1/2014 6/1/2014 6/1/2014 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ XXXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | \$ XXXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ XXXXXXXX |
| | | | | | | | | \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | ZUP-10R64084-13-NF (EXCLUDES PROF. LIAB) | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | | | \$ XXXXXXXX |
| C C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | Y | 91WEOH1000 (AOS) 91WBOH1760 (HI) | 7/1/2013 7/1/2013 | 7/1/2014 7/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | N/A | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| D | ARCH & ENG PROFESSIONAL LIABILITY | N | N | EOC9260026-06 | 6/1/2013 | 6/1/2014 | PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000. | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 13-2014 PROFESSIONAL ENGINEERING SERVICES. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

12823272

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 ATTENTION: THERESA MAYNARD
 200 EAST MAIN STREET
 ROOM 338, GOVERNMENT CENTER
 LEXINGTON KY 40507

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

AUTHORIZED REPRESENTATIVE

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.

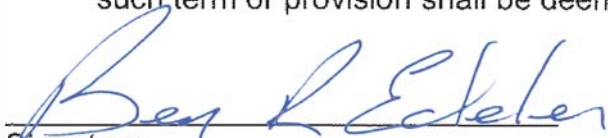
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

3/26/14

Date

CONTRACT 8 - CONSTRUCTION INSPECTION


Lexington-Fayette Urban County Government
 MBE/WBE Participation Form

1) Identification of Participating MBE/WBEs

| MBE/WBE Name, Address & Phone | Work to be Performed | Dollar Value of Work | % Value of Total Contract |
|---|-------------------------|-------------------------|------------------------------|
| 1. JYLA 340 Evergreen Road Louisville, KY 40243 502-585-9000 | • Inspection | TBD | 10% |
| | | | |
| | | | |
| | | | |

The undersigned submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid.

Company: HDR Engineering, Inc.

By: 

Date: March 26, 2014

Title: Vice President

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2014

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.

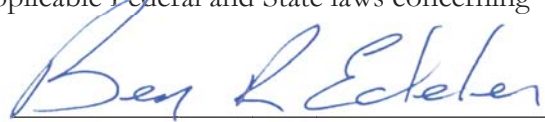
_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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.

HDR ENGINEERING, INC.

Company



Company Representative

3/26/14

Date

Area Manager | Vice President

Title

Project Team Location(s)

CONTRACT 8 - CONSTRUCTION INSPECTION

| Prime Consultant | Location (City, State) | Date Office Established | Total Number of Employees | No. of Employees expected to work on DOE projects |
|-----------------------|------------------------|-------------------------|---------------------------|---|
| Headquarters | Omaha, NE | 1917 | 8,600 | 40 |
| Local Office | Lexington, KY | 1989 | 65 | 40 |
| PM Location | Lexington, KY | | | |
| | | | | |
| SubConsultants | | | | |
| Name: | J.Y. Legner | 1999 | 100 | As-Needed |
| Service Provided | Inspection | | | |
| Headquarters | Louisville, KY | 1999 | 100 | As-Needed |
| 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: | | 20 | |
| | 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): | | | |
| Final Technical Score | | | 100 | |

Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit _____
 Affirmative Action Plan _____
 EEO Agreement _____
 Workforce Analysis _____
 Insurance _____

Comments:

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