

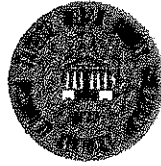
EXHIBIT A

RFP #33-2012

REQUEST FOR QUALIFICATIONS (RFQ)

FOR PROFESSIONAL

ENGINEERING SERVICES



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #33-2012 RFQ for Professional Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **November 13, 2012**.

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

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

RFP #33-2012 RFQ for Professional Engineering Services

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

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

There will be a pre-proposal conference on Monday, October 29, 2012 at 10:00 AM, local time, in the Phoenix Bldg., 3rd Floor Conference Room, 101 East Vine Street, Lexington KY.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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

The LFUCG reserves the right to establish the pre-qualified list for each service category/contract as need dictates. Finalization of the pre-qualified list in each category/contract may occur en masse or separately.

This RFP will result in six (6) individual category/contracts as defined by project categories/contracts listed in the Scope of Services. This RFP will be evaluated and awarded in contract phases as deemed necessary in order to meet the overall Consent Decree Project and timelines. See below for anticipated schedules. The LFUCG in no way guarantees this schedule.

Categories	Council Dockets	
	First Reading	Second Reading
Category 1 (Equalization Tanks or Basins)	12-6-12	12-11-12
Category 2 (Dig & Replace Pipelines)	1-17-13	1-31-13
Category 3 (Stormwater Management Projects)	1-17-13	1-31-13
Category 4 (Pipeline, manhole, inlet projects)	1-17-13	1-31-13
Category 5 (Conventional Small pump stations)	February 2013	
Category 6 (Conventional Large pump stations)	February 2013	

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

Contention Process

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

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

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

SELECTION CRITERIA (see enclosed scoring sheet)

1. Overall expertise of the firm in service category
2. Overall expertise of the Team members in service category
3. Past performance in the service category
4. Project Manager Qualifications
5. Risk Management Plan
6. Office status and location of employees
7. Hourly Rates

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

Questions shall be addressed to:

Betty Landrum, Buyer Senior
Division of Central Purchasing
bettyb@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320 or email to Betty Landrum at bettyb@lexingtonky.gov

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2012.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

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

Prepared by: _____

Name & Title

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government
MBE/WBE Participation Goals

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

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

PART 3 - DEFINITIONS

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

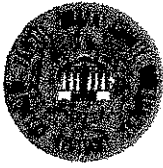
PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 Failure to submit this information as requested may be cause for rejection of the proposal.

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Proposer shall include copies of dated advertisement with his submittal
 - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.
 - D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
 - E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings
Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—
Tyrone Tyra, Minority Business Development
tyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council
Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council
Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation
James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation
Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP
Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council
Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect
Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**
www.nmsdc.org



LFUCG MBE/WBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 33-2012

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

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

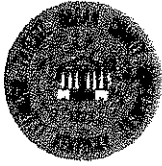
The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Company

Company Representative

Date

Title



LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 33-2012

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

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

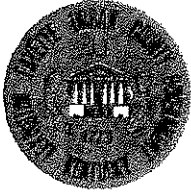
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 33-2012

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

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

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

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

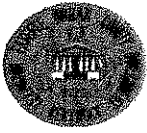
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

 Company

 Company Representative

 Date

 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 33-2012

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 33-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- _____ Sponsored Economic Inclusion event to provide networking opportunities
- _____ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- _____ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- _____ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- _____ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- _____ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- _____ Other
Please list any other methods utilized that aren't covered above.

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

Company

Company Representative

Date

Title

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

GENERAL PROVISIONS

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

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

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

for other documentation which is required by this RFP to be submitted with the proposal,

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for

- construction services;
- (e) The filing of a bankruptcy petition by or against the contractor;
or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

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 - (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;
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13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

**Scope of Services RFP #33-2012
Request for Qualifications (RFQ) and Hourly Rates for
Professional Engineering Services**

1. Background

The Lexington-Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ) is in the process of preparing Remedial Measures Plans (RMPs) in accordance with its Consent Decree with the Environmental Protection Agency (EPA) and the Kentucky Department of Environmental Protection (KyDEP) that will serve as master plans in identifying system improvements necessary to eliminate recurring sanitary sewer overflows (SSOs). RMPs for the three separate groups of watersheds identifying improvements necessary in LFUCG's seven sewersheds have been submitted to EPA for approval. The planned improvements identified in the RMPs must be implemented (constructed) within a thirteen (13) year timeframe that began when the Consent Decree was entered in January 2011.

Concurrently, DWQ is implementing stormwater improvements that have been planned previously. A new master planning process is underway and stormwater flooding capital projects will continue to be implemented on a regular basis. In addition, DWQ and other divisions of LFUCG undertake scheduled and unscheduled sanitary sewer projects as needed.

LFUCG is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for the design and assistance with bidding and construction administration for sanitary sewer improvements described in the Remedial Measures Plans submitted to the EPA and KyDEP along with other sanitary sewer or storm sewer infrastructure projects LFUCG believes is necessary to meet its compliance requirements and to address the community's sanitary sewer and stormwater needs. This RFQ shall serve as the initial step in solicitations for specific projects. Prequalifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' prequalifications does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms**. Selected consultants will be pre-qualified in six (6) separate categories of projects under separate contracts, and the maximum numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Equalization Tanks or Basins (with or without associated pumping facilities) – **maximum of four (4) firms**
- Contract 2 - Dig and replace pipeline projects (includes pipes and manholes to be placed in new alignments) – **maximum number of firms TBD**
- Contract 3 - Stormwater management projects that involve storm sewers, open channels, and/or stormwater management facilities – **maximum number of firms TBD**
- Contract 4 - Pipeline, manhole, inlet and junction chamber rehabilitation projects – **maximum number of firms TBD**
- Contract 5 - Conventional small pump station designs (0 to less than 1000 gpm firm capacity) – **maximum number of firms TBD**
- Contract 6 - Conventional large pump station designs (1000 gpm or greater firm capacity) – **maximum of four (4) firms**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above such as wastewater treatment plant (WWTP) improvements shall be solicited in a separate procurement.

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

2. Contract Type and Contracting Process

Each prequalified firm shall be awarded with an indefinite service delivery contract (Attachment 3, Engineering Services Agreement). Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in approved Task Orders. Only the approval of project-specific Task Orders shall constitute a notice to proceed on specific projects.

Engineering services/design work for all Consent Decree projects—including RMP projects, are subject to “Additional Provisions” included in the Consent Decree Task Order (Attachment 4). The projects that are not Consent Decree related are not subject to these “Additional Provisions;” therefore, non-Consent Decree projects will use Attachment 5.

The scope, intent, and schedule of each RMP project shall generally be in accordance with the RMP Implementation Plan; however, LFUCG reserves the right to reduce, increase, or otherwise change the scopes of the RMP projects. The scope, intent and schedule for non-RMP projects will be communicated as they are identified and developed by DWQ.

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

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

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written task order, serving as their authorization to proceed. Fees will be expected to be consistent with current Rural Development (RD) fee curves as

published by the USDA, unless specific project complexities warrant additional fees. If DWQ and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DWQ will then initiate negotiation with the third firm. If that negotiation fails, DWQ will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, and were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

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

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

3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. The following list of professional engineering services may or may not be included in each Task Order. All work shall be conducted in accordance with the LFUCG Sanitary Sewer and Pumping Station Manual and the LFUCG Stormwater Manual. Waivers of this requirement must be in writing, signed by the Director of Water Quality or the Commissioner of Environmental Quality and Public Works.

- Review of DWQ/LFUCG supplied or referenced information related to the project.
- Prepare and maintain a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying (NOTE: DWQ is procuring photogrammetric mapping, digital terrain modeling, and orthophotos for selected projects and will provide this information to each consultant in AutoCAD format. The mapping will be appropriate for 1" = 20' plans, with 1-foot contour intervals).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DWQ/LFUCG. DWQ intends to procure the services of a separate property acquisition consultant. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant. All other easement work shall be on a unit price or hourly rate not-to-exceed basis, and not part of a separate lump sum fee.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.

- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods. Decommissioning plans for pump stations to be removed from service. Interim operational plans, when required, for pump stations which will be upgraded or are affected by construction projects.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Department of Transportation (KDOT), Lexington Fayette Urban County Government (LFUCG), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DWQ/LFUCG standards. (NOTE: DWQ will provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.)
- Prepare Engineer's pre-bid Opinion of Project Costs.
- Design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding including but not limited to the following may or may not be included in an approved Task Order:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award

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

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

As part of their services, the selected consultant shall also provide LFUCG with all technical and administrative assistance necessary to fulfill required obligations under Kentucky Infrastructure Authority (KIA) funded projects (i.e. – federally funded).

4. Submittals

Each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) for each project category. Statements of Qualification shall be no more than fifteen (15) pages, excluding tabs/dividers, and shall be structured as follows:

Section

1. Letter of Transmittal (one page maximum)
 - Clearly specify which types of project(s) for which prequalifications are being requested.
2. Firm Qualifications (two pages maximum)
 - Provide an executive summary explaining why the firm should be selected to provide services for DWQ projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (six pages maximum)
 - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of a Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
 - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. List of Similar Design Services Projects Within the Category a Firm Requests a Pre-
Qualification (two pages maximum)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
6. Local Office (one page maximum)
 - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to

be performed by the local offices). "Local office" shall be defined as being located in counties served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Attachment 1) shall be used for this information.

7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
8. Statement of Hourly Rates (one page maximum)
 - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project manager, project engineers, engineering/CAD technicians, clerical and two-man survey party. Provide a statement of expected reimbursable expenses.

5. Disadvantaged Business Enterprise (DBE) Notice

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

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

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

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

6. Selection Criteria (Attachment 2)

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

Overall expertise of the firm in service category ⁽¹⁾	5 points
Overall expertise of the Team members in service category ⁽¹⁾	15 points
Past performance in the service category ⁽²⁾	20 points
Project Manager Qualifications ⁽³⁾	20 points
Risk Management Plan	10 points
Office status and location of employees ⁽⁴⁾	20 points
Hourly Rates ⁽⁵⁾	<u>10 points</u>
	100 points

Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as "acceptable". Individual Project Team members should demonstrate significant experience in at least two similar projects in the last five years to be rated as "acceptable".
2. Past performance on sanitary sewer or storm water projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as "acceptable". Proposals should clearly present all information regarding all firms submitting as a "team". If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.
5. Hourly rates must be within 15 percent of the mean for all prospective consultants to be rated as "acceptable".

Attachment 1

Project Team Location(s)

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

Notes:

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

Attachment 2 - RFP Scoring Sheet

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

Consultant Name:		Score (1-5)	Total Points Possible	Weighted Score
Project Category:				
Selection Criteria	Notes	Score (1-5)	Total Points Possible	Weighted Score
Overall expertise of the firm	Acceptable: at least 3 similar projects		5	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years		15	
Past performance in the service category	Based on work for LFUCG and/or reference clients		20	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years		20	
Risk Management Plan	Acceptable: submits acceptable contingency plan		10	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ		20	
	4.5 - Prime has "local" HQ			
	4.0 - Prime has local office > 30 employees			
	3.5 - Prime has local office ≤ 30 employees			
	3.0 - Prime has non-local Kentucky HQ			
	2.5 - Prime has non-local KY office			
Hourly Rates	1.0 to 2.0 - Prime has no Kentucky office (consider distance)		10	
Final Technical Score	Acceptable: rates generally within 15% of the mean		100	

Attachment 2 - RFP Scoring Sheet

RFP #33-2012 - Engineering Services for Division of Water Quality Projects

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

Comments:

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

ATTACHMENT #3

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2012, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and _____ (name & address) _____ (CONSULTANT). OWNER intends to proceed with the _____ as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the PROJECT.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Appendices _____ and Addendums _____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the

CONSULTANT's response to RFP #33-2012), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

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

- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the

OWNER. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney’s fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT’S** (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys’ fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless

Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. FINANCIAL RESPONSIBILITY

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance

retained by OWNER.

- c. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional insured).
- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance

of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **OWNER'S** designee will be identified in each approved Task Order. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

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

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____

JIM GRAY, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2012.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

RFP #33-2012

REQUEST FOR QUALIFICATIONS (RFQ)

FOR PROFESSIONAL

ENGINEERING SERVICES

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

EXHIBIT D

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

ATTACHMENT #4

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR _____

CONSULTANT

OWNER

Street Address	_____	Lexington Fayette Urban County Government
City, State, Zip	_____	200 East Main Street
Contact Person	_____	Lexington, KY 40507
Telephone	_____	Charles Martin
Fax	_____	859-425-2438
E-Mail	_____	859-254-7787
Task Order Date:	_____	chmartin@lexingtonky.gov
Task Name:	_____	
Task ID:	_____	

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

Because this is a Remedial Measures Plan project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.
2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.
3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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

ATTACHMENT #5

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR _____

CONSULTANT

OWNER

Name	_____	Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2400
Fax	_____	859-254-7787
E-Mail	_____	chmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFO for Professional Engineering Services

Please address inquiries to:
Betty Landrum (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Questions	Answers
Footnote 2, page 7, paragraph 6, Selection Criteria, implies that private projects completed in accordance with the LFUCG Sanitary Sewer and Pump Station Manual and the LFUCG Stormwater Manual are equal in standing to those public projects completed under specific government contracts. Is that correct?	Each project will be evaluated on its individual merits. The proposer should use his/her discretion in selecting projects relating to the specific category that will best demonstrate the proposer's experience.
Can you provide examples of similar type projects that will be included in Category 4?	Examples of projects in Category 4 would be any type of trenchless pipeline and /or manhole rehabilitation projects, e.g., Cured In Place Pipeline Rehabilitation (CIPP), pipe bursting, sliplining, or manhole rehabilitation with various coatings or injection systems.
Do the one-page resumes for key project team members that are requested in the Project Team section count toward the specified page limit (i.e. are they to be counted in the 6 pages)?	Yes – Resumes should be one page maximum. Proposers should use their discretion in providing the information requested in six pages maximum.
From reviewing the minutes of the meeting, Mr. Martin made the statement encouraging teaming to maximize local participation. Then in answer to the first question he said that only the qualifications of the Prime would be scored. Then in answer to another question he said that relevant projects by subs would count. Since there seems to be some question here related to scoring of prime and not sub, the following question is posed. If a firm had a local office and wanted to be prime, but wanted to subcontract with a smaller local firm for an experienced	Yes -- Scoring of the Project Manager is maximized by project experience and being located locally (locally defined as being within the Bluegrass Area Development District boundaries).

wastewater project manager, would the Prime/Team receive the points for having a local project manager?	
In the meeting minutes the answer to the first question was only the qualifications of the prime would be scored, not the subs. If a small local firm wanted to be the prime and subcontract with a larger firm to supplement their qualifications, would that preclude the small prime from receiving the benefit of having the larger firm as a sub?	No -- The intent of the evaluation process will be to identify and rank the most qualified firm or team of firms.
Does the Division of Water Quality have a list of the 82 projects, and possibly a breakdown of the projects in each category, that are anticipated to be completed with this RFQ?	Yes. See attached list titled RMP Projects. The 82 projects are those listed in the Remedial Measures Plan. There will be other projects awarded under this contract that are not listed.
Could you provide what specific items that you will require responders to submit for an affirmative action plan for the RFP #33-2012? Management in our firm considers some information proprietary, however we want to be responsive and comply with the requirements of the RFP.	Please submit your current affirmative action plan with your response and identify the pages containing proprietary information as confidential and/or proprietary. Any confidential and/or proprietary information contained in your response should be clearly identified in both hard copy and electronic versions.
A question regarding <u>Contract 4 – Pipeline, manhole, inlet, and junction chamber rehabilitation projects</u> . Does the scope of work include providing flow monitoring, smoke testing, and dye testing services?	At present, no. DWQ reserves the right to compose or revise any Scope of Work necessary to meet its needs at any time during the duration of this contract.
It would seem that to accurately compare the mean deviation of hourly rates between firms proposing, that consultants should be expected to use a standard personnel classification system for hourly rates. Does LFUCG intend to issue such a list?	Hourly Rates will no longer be considered in the evaluation process (see attached REVISED scoring sheet; however hourly rates must be submitted for the specific job classifications on the attached form that will be used at time of contract negotiation.
As an office originally founded in Lexington over 40 years ago and subsequently acquired by another out of state firm, it seems unfair that we are only entitled to a score of 3.5 or 4.0 for the "Offices status and location of employees" category. Under this scenario, a recently established prime firm with a local headquarters, small work force, and no prior experience working with LFUCG could be awarded more points than a firm founded in Lexington that has continuously served LFUCG for over 40 years. Can additional consideration be given for length of service and/or longevity of office existence in Fayette County?	No – The proposer will be able to demonstrate and score points in other categories.
Can you release the list of anticipated Remedial Measures Plan projects and their estimated costs of construction?	Yes –see attachment pdf's (G3 RMP Implementation Plan & RMP Project Maps by Sewershed)

<p>How will a firm be ranked if there is a joint venture?</p>	<p>DWQ will require that the Contract be executed with a single consultant. In the case of a team, the prime consultant must be identified and must execute the Contract. Joint Ventures will not be considered due to the contractual requirements.</p>
<p>George Woolwine (HDR) asked Mr. Martin to further define Category 2 and distinguish the work in Category 2 from Category 4. Mr. Martin said that Category 2 is dig and replace while Category 4 is rehabilitation for the purpose of reducing I&I (Inflow and Infiltration) in the collection system. Cole Mitcham (OBG) asked if the hourly rates within 15% were plus or minus, and if there was a prime that teamed how would we establish the mean rate?</p>	<p>Regarding the difference between Category Nos. 2 and 4, see the response to question No. 2 above. Regarding the question on hourly rates, see the response to question No. 9 above.</p>

SPECIAL NOTE TO PROPOSER: Please note that the Selection Criteria (attachment 2 – RFP Scoring Sheet) have been revised – hourly rates have been removed and the points assigned have been changed.



Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

**Hourly Rate Schedule
Remedial Measures Plan and Related Projects**

Job Classification	Hourly Rate
Principal	
Project Manager	
Project Engineer (PE)	
Project Engineer (EIT)	
Engineering Technician / CAD Technician	
Survey Crew	
Clerical	

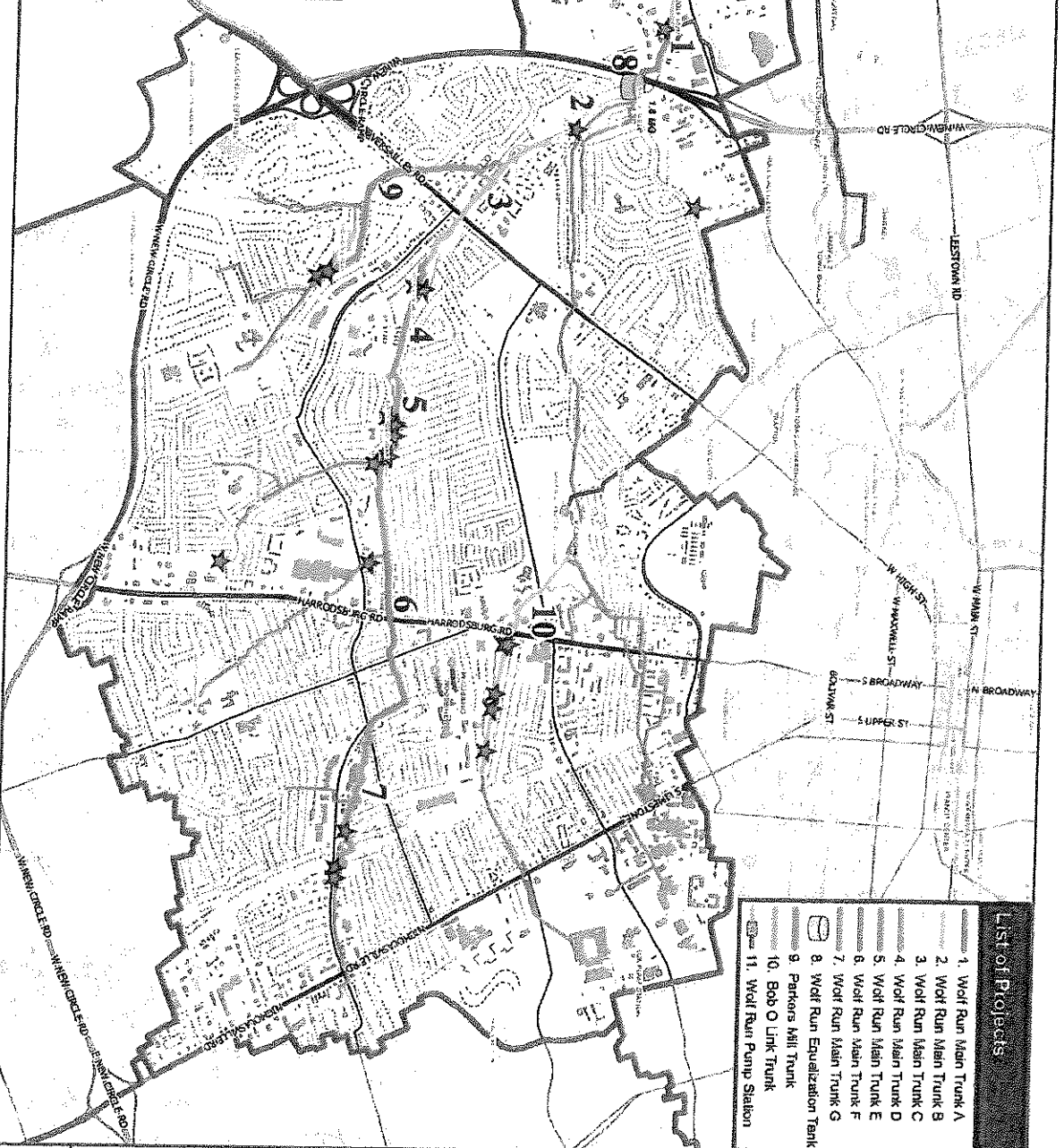
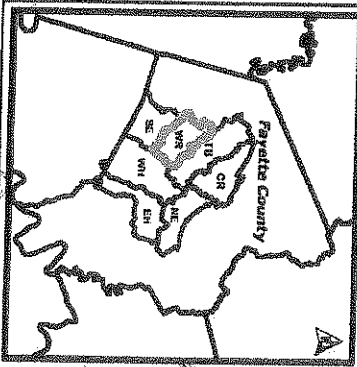
Attachment 2 - RFP Scoring Sheet – REVISED for Addendum

RFP #33--2012 - Engineering Services for Division of Water Quality Projects

Consultant Name:		Score (1-5)	Total Points Possible	Weighted Score
Project Category:				
Selection Criteria	Notes	Score (1-5)	Total Points Possible	Weighted Score
Overall expertise of the firm	Acceptable: at least 3 similar projects		10	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years		15	
Past performance in the service category	Based on work for LFUCG and/or reference clients		20	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years and located locally		25	
Risk Management Plan	Acceptable: submits acceptable contingency plan		10	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ			
	4.5 - Prime has "local" HQ			
	4.0 - Prime has local office > 30 employees			
	3.5 - Prime has local office ≤ 30 employees		20	
	3.0 - Prime has non-local Kentucky HQ			
	2.5 - Prime has non-local KY office			
Final Technical Score	1.0 to 2.0 - Prime has no Kentucky office (consider distance)		100	

RMP Projects

No.	Project Name	Design Fee Estimate	Construction Cost Estimate	Project Capital Cost Estimate	Project Type
CR-1	Lower Cane Run Wet Weather Storage	\$3,120,000	\$33,440,000	\$36,560,000	1 - Storage
CR-10	Upper Cane Run WWS	\$500,000	\$3,980,000	\$4,480,000	1 - Storage
EH-3	East Hickman WWS	\$1,540,000	\$16,520,000	\$18,060,000	1 - Storage
NE-1	North Elkhorn PS WWS	\$880,000	\$9,420,000	\$10,300,000	1 - Storage
TB-1	Town Branch WWTP WWS	\$9,770,000	\$102,130,000	\$111,900,000	1 - Storage
WH-1	WH-7 WWS	\$1,630,000	\$17,460,000	\$19,090,000	1 - Storage
WH-20	WH WWTP WWS	\$10,130,000	\$108,610,000	\$118,740,000	1 - Storage
WR-8	Wolf Run WWS	\$740,000	\$7,940,000	\$8,680,000	1 - Storage
CR-11	Cane Run Trunk	\$180,000	\$1,700,000	\$1,880,000	2 - Pipeline
CR-12	Lexmark Trunk A	\$160,000	\$1,480,000	\$1,640,000	2 - Pipeline
CR-13	Lexmark Trunk B	\$110,000	\$960,000	\$1,070,000	2 - Pipeline
CR-14	New Circle Trunk A	\$390,000	\$3,920,000	\$4,310,000	2 - Pipeline
CR-15	New Circle Trunk B	\$280,000	\$2,700,000	\$2,980,000	2 - Pipeline
CR-3	Expansion Area 3 FM	\$430,000	\$3,370,000	\$3,800,000	2 - Pipeline
CR-4	Expansion Area 3 Trunk	\$550,000	\$4,840,000	\$5,390,000	2 - Pipeline
CR-5	Shandon Park Trunks	\$260,000	\$2,050,000	\$2,310,000	2 - Pipeline
CR-6	Winburn Trunk	\$140,000	\$980,000	\$1,120,000	2 - Pipeline
CR-7	Thoroughbred Acres Trunk	\$170,000	\$1,600,000	\$1,770,000	2 - Pipeline
CR-9	Lower Griffin Gate Trunk	\$80,000	\$770,000	\$860,000	2 - Pipeline
EH-1	East Hickman FM	\$860,000	\$9,210,000	\$10,070,000	2 - Pipeline
EH-10	Hartland 1 Trunk	\$120,000	\$1,020,000	\$1,140,000	2 - Pipeline
EH-11	Eliminate East Lake PS	\$70,000	\$560,000	\$630,000	2 - Pipeline
EH-12	Century Hills Trunk Upsize	\$150,000	\$1,400,000	\$1,550,000	2 - Pipeline
EH-13	East Lake Trunk Upsize	\$80,000	\$700,000	\$780,000	2 - Pipeline
EH-14	Autumn Ridge Trunk Upsize	\$100,000	\$900,000	\$1,000,000	2 - Pipeline
EH-4	Overbrook Farm FM	\$120,000	\$1,080,000	\$1,200,000	2 - Pipeline
EH-6	Overbrook Farm Trunk	\$420,000	\$4,250,000	\$4,670,000	2 - Pipeline
EH-8	Armstrong Mill Trunks	\$100,000	\$870,000	\$970,000	2 - Pipeline
EH-9	Hartland 2 & 3 Trunks	\$170,000	\$1,580,000	\$1,750,000	2 - Pipeline
NE-2	Eastland Trunk	\$160,000	\$1,340,000	\$1,500,000	2 - Pipeline
NE-3	Liberty Road Trunk	\$290,000	\$2,740,000	\$3,030,000	2 - Pipeline
NE-5	Greenbrier Trunk	\$30,000	\$260,000	\$290,000	2 - Pipeline
SE-2	Mint Lane Trunk	\$120,000	\$1,050,000	\$1,170,000	2 - Pipeline
TB-10	Midland Avenue Trunk	\$920,000	\$3,120,000	\$3,440,000	2 - Pipeline
TB-3	Tie-in Lower Cane Run FM	\$20,000	\$160,000	\$180,000	2 - Pipeline
TB-4	UK Trunk A	\$270,000	\$2,560,000	\$2,830,000	2 - Pipeline
TB-5	UK Trunk B (Newtown Pike Extension)	\$-	\$-	\$0	2 - Pipeline
TB-6	UK Trunk C	\$150,000	\$1,380,000	\$1,530,000	2 - Pipeline
TB-7	UK Trunk D	\$240,000	\$2,330,000	\$2,570,000	2 - Pipeline
TB-8	UK Trunk E	\$290,000	\$2,850,000	\$3,140,000	2 - Pipeline
TB-9	Georgetown Road Trunk	\$10,000	\$100,000	\$110,000	2 - Pipeline
WH-10	West Hickman Main Trunk E	\$750,000	\$7,950,000	\$8,700,000	2 - Pipeline
WH-11	West Hickman Main Trunk F	\$450,000	\$4,500,000	\$4,950,000	2 - Pipeline
WH-12	Sutherland Trunk	\$180,000	\$1,640,000	\$1,820,000	2 - Pipeline
WH-13	Idie Hour Trunk	\$80,000	\$700,000	\$780,000	2 - Pipeline
WH-14	Centre Parkway Trunk	\$100,000	\$850,000	\$950,000	2 - Pipeline
WH-15	The Island Trunks	\$100,000	\$690,000	\$790,000	2 - Pipeline
WH-16	Woodhill Trunk	\$290,000	\$2,790,000	\$3,080,000	2 - Pipeline
WH-17	Praher Road Trunk	\$200,000	\$1,870,000	\$2,070,000	2 - Pipeline
WH-18	Richmond Road Trunk	\$170,000	\$1,530,000	\$1,700,000	2 - Pipeline
WH-19	Wildwood Park Trunk	\$110,000	\$1,010,000	\$1,120,000	2 - Pipeline
WH-2	West Hickman Main Trunk A	\$380,000	\$3,800,000	\$4,180,000	2 - Pipeline
WH-3	West Hickman Main Trunk B	\$560,000	\$5,780,000	\$6,340,000	2 - Pipeline
WH-4	West Hickman Main Trunk C	\$440,000	\$4,400,000	\$4,840,000	2 - Pipeline
WH-5	Landsdowne South Trunk	\$330,000	\$3,220,000	\$3,550,000	2 - Pipeline
WH-6	West Hickman Main Trunk D	\$370,000	\$3,660,000	\$4,030,000	2 - Pipeline
WH-7	Merrick Trunk	\$360,000	\$3,520,000	\$3,880,000	2 - Pipeline
WH-8	Ecton Trunk	\$150,000	\$1,400,000	\$1,550,000	2 - Pipeline
WH-9	Southeastern Hills Trunk	\$210,000	\$1,930,000	\$2,140,000	2 - Pipeline
WR-1	Wolf Run Main Trunk A	\$210,000	\$1,990,000	\$2,200,000	2 - Pipeline
WR-10	Bob O Link Trunk	\$190,000	\$1,650,000	\$1,840,000	2 - Pipeline
WR-2	Wolf Run Main Trunk B	\$230,000	\$2,180,000	\$2,410,000	2 - Pipeline
WR-3	Wolf Run Main Trunk C	\$420,000	\$4,140,000	\$4,560,000	2 - Pipeline
WR-4	Wolf Run Main Trunk D	\$190,000	\$1,730,000	\$1,920,000	2 - Pipeline
WR-5	Wolf Run Main Trunk E	\$230,000	\$2,140,000	\$2,370,000	2 - Pipeline
WR-6	Wolf Run Main Trunk F	\$260,000	\$2,460,000	\$2,720,000	2 - Pipeline
WR-7	Wolf Run Main Trunk G	\$220,000	\$1,990,000	\$2,210,000	2 - Pipeline
WR-9	Parkers Mill Trunk	\$190,000	\$1,770,000	\$1,960,000	2 - Pipeline
CR-16	Griffin Gate Rehab	\$-	\$-	\$0	4 - Rehab
NE-6	Floyd Drive Rehab	\$-	\$-	\$0	4 - Rehab
NE-4	Greenbrier #2 PS	\$170,000	\$1,040,000	\$1,210,000	5 - Small PS
TB-2	Town Branch PS Replacement	\$100,000	\$630,000	\$930,000	5 - Small PS
CR-2	Expansion Area 3 PS	\$720,000	\$6,980,000	\$7,700,000	6 - Large PS
EH-2	East Hickman PS	\$1,190,000	\$13,110,000	\$14,300,000	6 - Large PS
EH-5	Overbrook Farm PS	\$520,000	\$5,300,000	\$5,820,000	6 - Large PS
SE-1	South Elkhorn PS Upsize	\$80,000	\$690,000	\$770,000	6 - Large PS
SE-3	Mint Lane PS	\$490,000	\$3,920,000	\$4,410,000	6 - Large PS
WR-11	Wolf Run Pump Station	\$-	\$9,500,000	\$9,500,000	6 - Large PS
CR-8	Sharon Village PS and FM	\$220,000	\$1,900,000	\$2,120,000	2 & 6
EH-7	Delong Road PS & FM	\$290,000	\$2,840,000	\$3,130,000	2 & 6
NE-7	Expansion Area 2A Projects	\$-	\$8,810,000	\$8,810,000	2 & 6
EH-15	Expansion Area #1 Property Acquisition	\$1,110,000	\$-	\$1,110,000	N/A
		\$46,410,000	\$499,740,000	\$546,050,000	



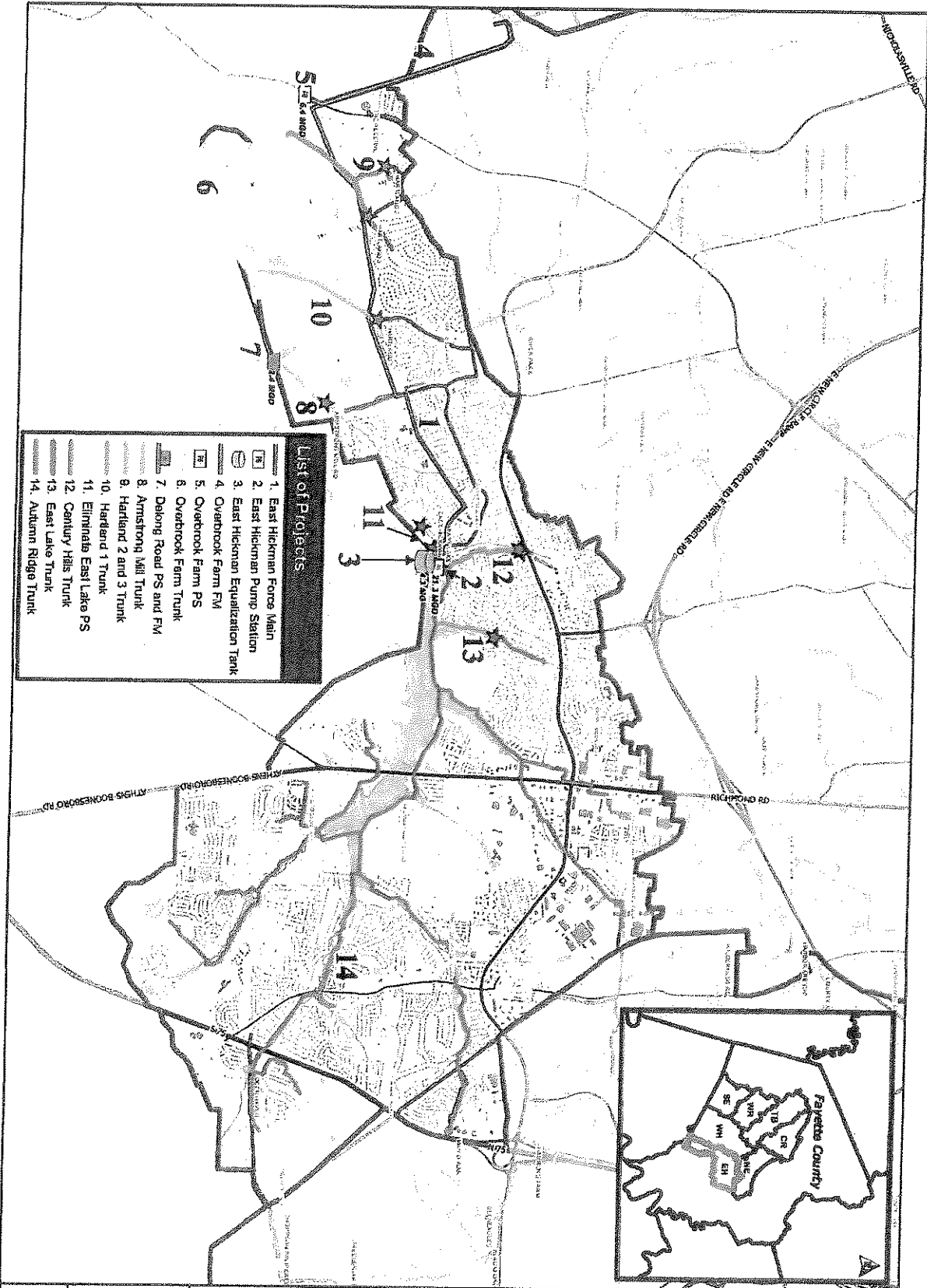
- List of Projects**
1. Wolf Run Main Trunk A
 2. Wolf Run Main Trunk B
 3. Wolf Run Main Trunk C
 4. Wolf Run Main Trunk D
 5. Wolf Run Main Trunk E
 6. Wolf Run Main Trunk F
 7. Wolf Run Main Trunk G
 8. Wolf Run Equalization Tank
 9. Parkers Mill Trunk
 10. Bob O Link Trunk
 11. Wolf Run Pump Station

Wolf Run Detailed Solutions

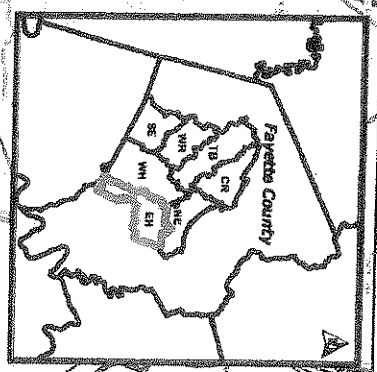
Proposed Remedial Measures (Different Colors Signify Separate Projects)

- | | | |
|----------------------|-----------------------|-----------------------|
| Upsize Existing Line | New Pump Station | Monitoring List SSO |
| New Trunk Sewer | New Equalization Tank | Appendix A SSO |
| New Force Main | Existing Trunk Sewer | Existing Pump Station |
| | Existing Force Main | Existing Trunk Trunk |
| | Major Sewershed | |





- List of Projects**
- 1. East Hickman Force Main
 - 2. East Hickman Pump Station
 - 3. East Hickman Equalization Tank
 - 4. Overbrook Farm FM
 - 5. Overbrook Farm PS
 - 6. Overbrook Farm Trunk
 - 7. DeLong Road PS and FM
 - 8. Armstrong Hill Trunk
 - 8. Harland 2 and 3 Trunk
 - 10. Harland 1 Trunk
 - 11. Elmhata East Lake PS
 - 12. Century Hills Trunk
 - 13. East Lake Trunk
 - 14. Autumn Ridge Trunk



East Hickman Detailed Solutions

Proposed Remedial Measures (Different Colors Signify Separate "Projects")

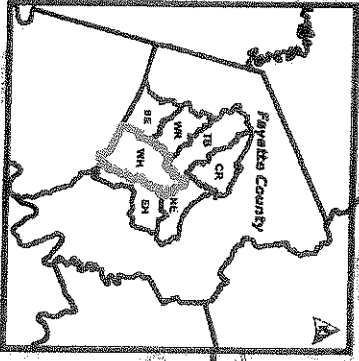
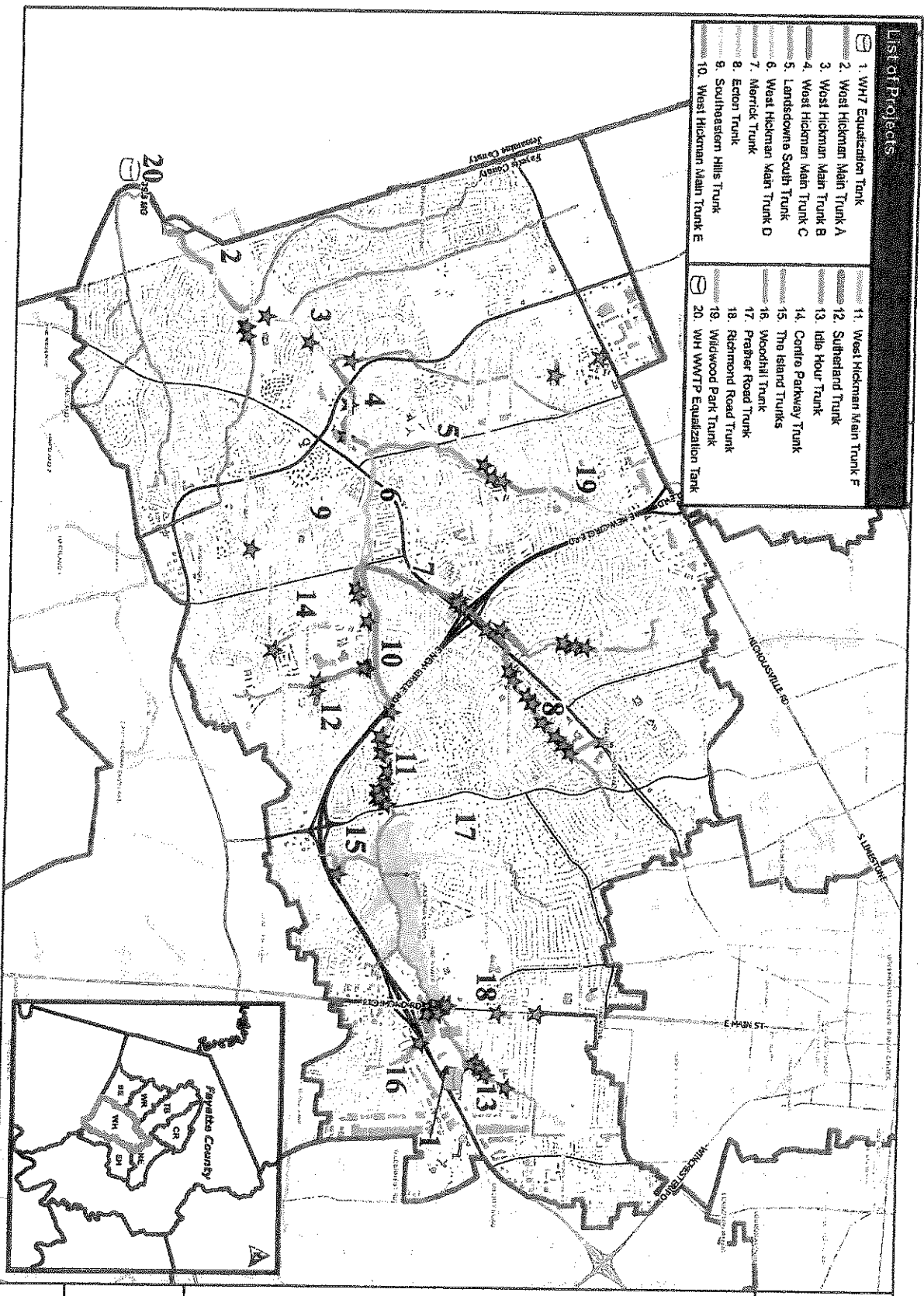
- Upsize Existing Line
- New Trunk Sewer
- New Force Main
- New Pump Station
- New Equalization Tank

- Monitoring List SSO
- Appendix A SSO
- Existing Pump Station
- Existing Trunk Sewer
- Existing Forcemain
- Major Sewershed



List of Projects

- | | |
|-------------------------------|-------------------------------|
| 1. WH7 Equalization Tank | 11. West Hickman Main Trunk F |
| 2. West Hickman Main Trunk A | 12. Substead Trunk |
| 3. West Hickman Main Trunk B | 13. Idle Hour Trunk |
| 4. West Hickman Main Trunk C | 14. Carlie Parkway Trunk |
| 5. Landdowns South Trunk | 15. The Island Trunks |
| 6. West Hickman Main Trunk D | 16. Woodhill Trunk |
| 7. Merrick Trunk | 17. Praeger Road Trunk |
| 8. Eaton Trunk | 18. Richmond Road Trunk |
| 9. Southeastern Hills Trunk | 19. Wildwood Park Trunk |
| 10. West Hickman Main Trunk E | 20. WH WWTP Equalization Tank |



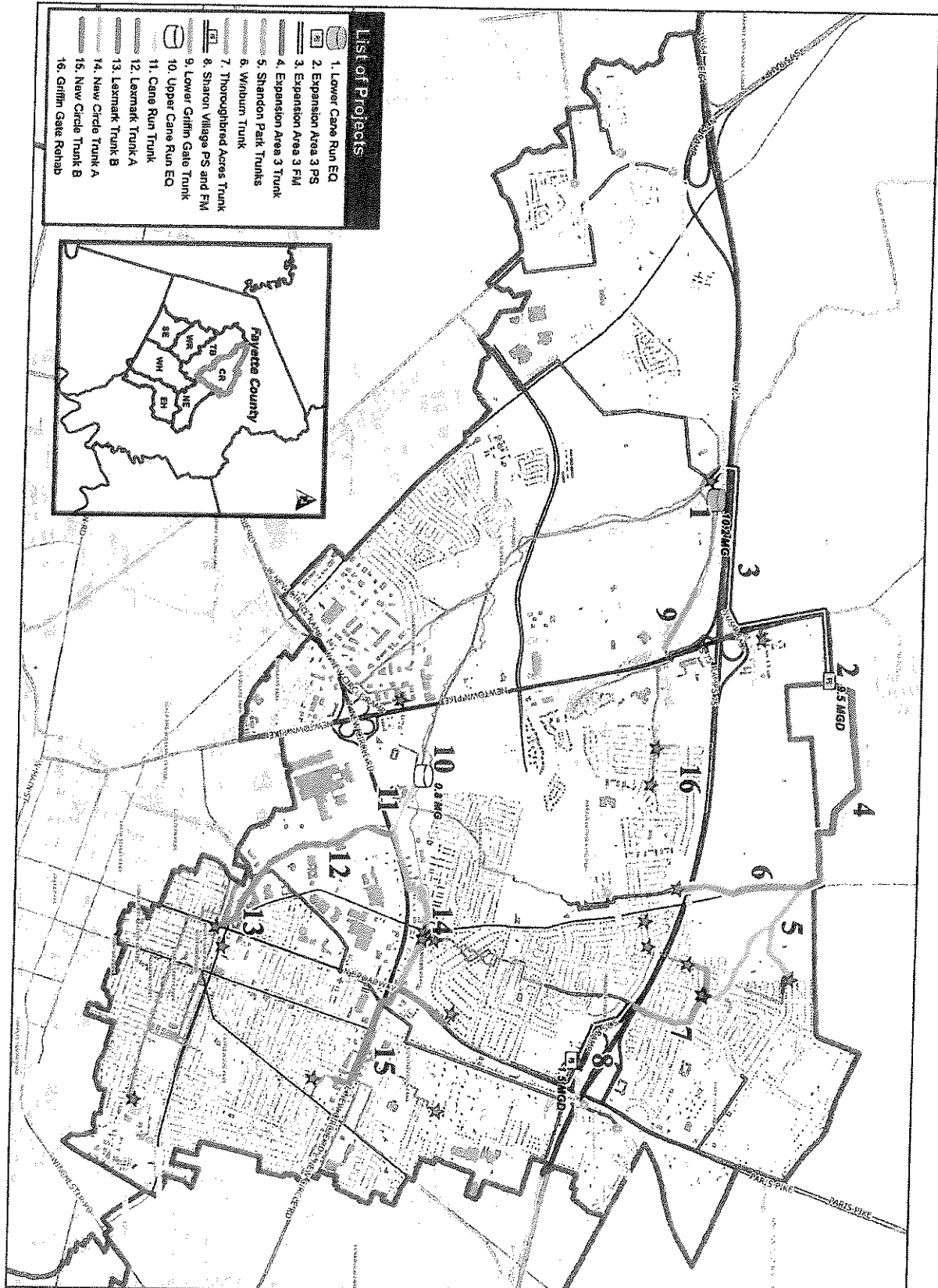
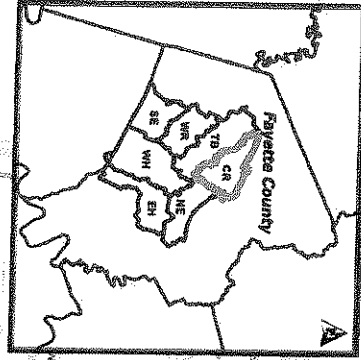
West Hickman Detailed Solutions

Proposed Remedial Measures (Different Colors Signify Separate "Projects")

Upstroke Existing Line	New Pump Station	Monitoring List SSO
New Force Main	New Equalization Tank	Appendix A SSO
		Existing Pump Station
		Existing Trunk Sewer
		Existing Foremain
		Major Sewershed



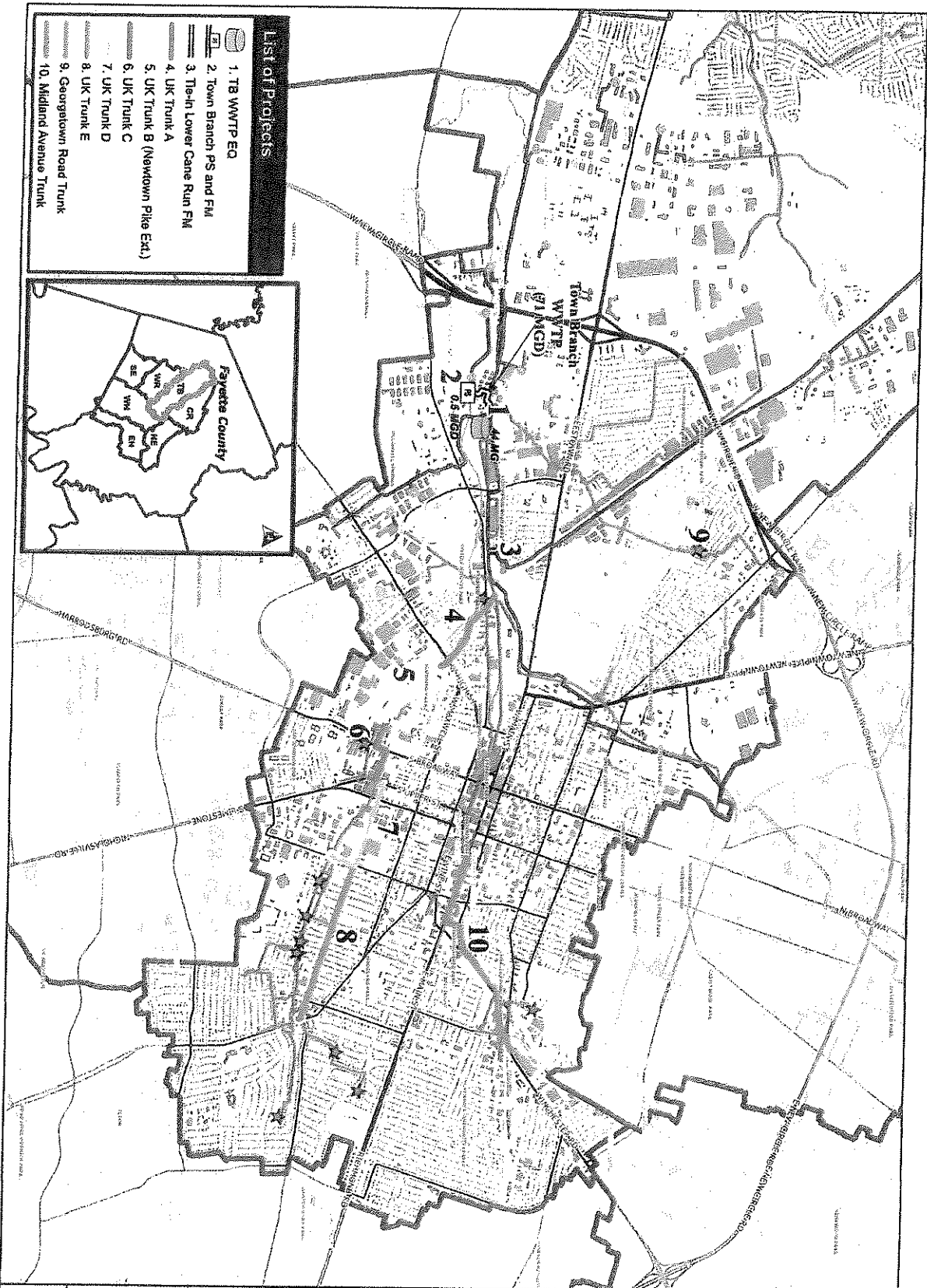
- List of Projects**
- 1. Lower Cane Run EQ
 - 2. Expansion Area 3 PS
 - 3. Expansion Area 3 FM
 - 4. Expansion Area 3 Trunk
 - 5. Shandon Park Trunks
 - 6. Winburn Trunk
 - 7. Thoroughbred Acres Trunk
 - 8. Sharon Village PS and FM
 - 9. Lower Griffin Gate Trunk
 - 10. Upper Cane Run EQ
 - 11. Cane Run Trunk
 - 12. Lemark Trunk A
 - 13. Lemark Trunk B
 - 14. New Circle Trunk A
 - 15. New Circle Trunk B
 - 16. Griffin Gate Rehab



Cane Run Solution

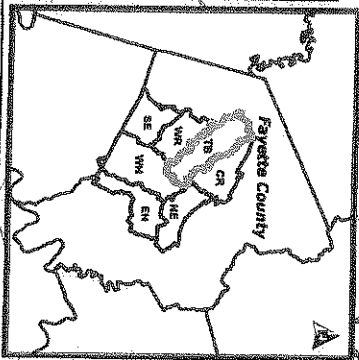
- Proposed Remedial Measures (Different Colors Signify Separate "Projects")**
- Upsize Existing Line
 - New Trunk Sewer
 - New Force Main
 - New Pump Station
 - New Equalization Tank
 - Monitoring List SSO
 - Appendix A SSO
 - Existing Pump Station
 - Existing Trunk Sewer
 - Existing Forcemain
 - Major Sewershed





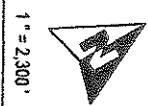
List of Projects

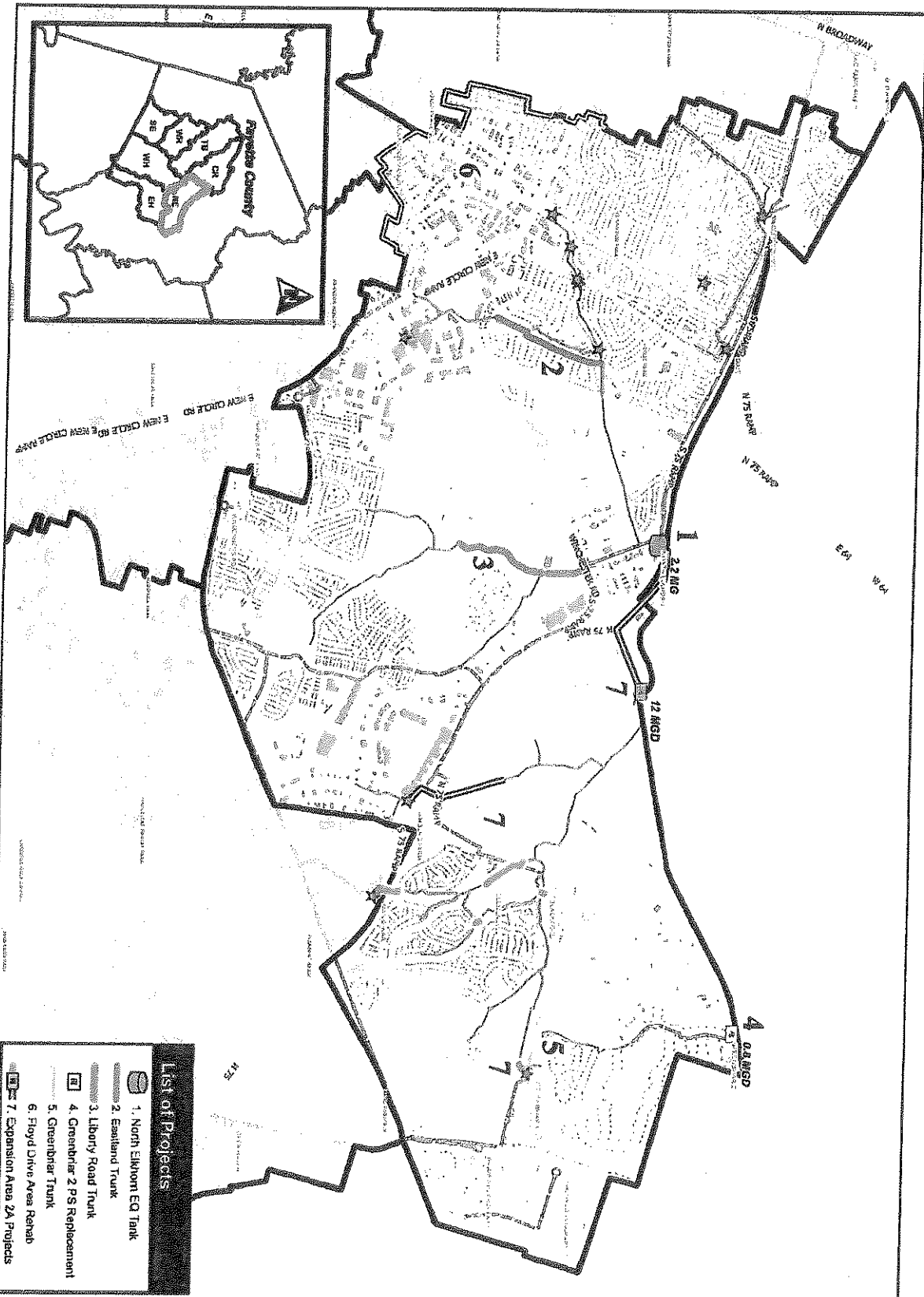
- 1. TB WWTP EQ
- 2. Town Branch PS and FM
- 3. Tish Lower Cane Run FM
- 4. UK Trunk A
- 5. UK Trunk B (Newtown Pike Ext.)
- 6. UK Trunk C
- 7. UK Trunk D
- 8. UK Trunk E
- 9. Georgetown Road Trunk
- 10. Midland Avenue Trunk



Town Branch Solution

- Proposed Remedial Measures** (Different Colors Signify Separate "Projects")
- Upsize Existing Line
 - New Trunk Sewer
 - New Force Main
 - New Pump Station
 - New Equalization Tank
 - Monitoring List SSO
 - Appendix A SSO
 - Existing Pump Station
 - Existing Trunk Sewer
 - Existing Force Main
 - Major Sewer shed





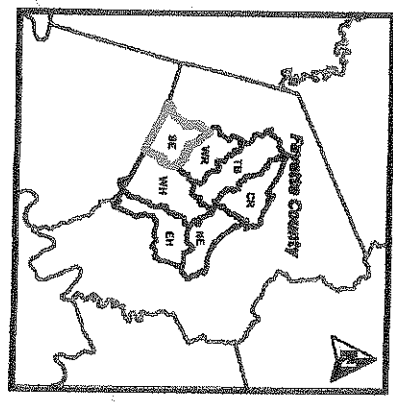
- List of Projects**
- 1. North Elkhorn EQ Tank
 - 2. Eastland Trunk
 - 3. Liberty Road Trunk
 - 4. Greenbriar 2 PS Replacement
 - 5. Greenbriar Trunk
 - 6. Floyd Drive Area Rehab
 - 7. Expansion Area 2A Projects

North Elkhorn Solution

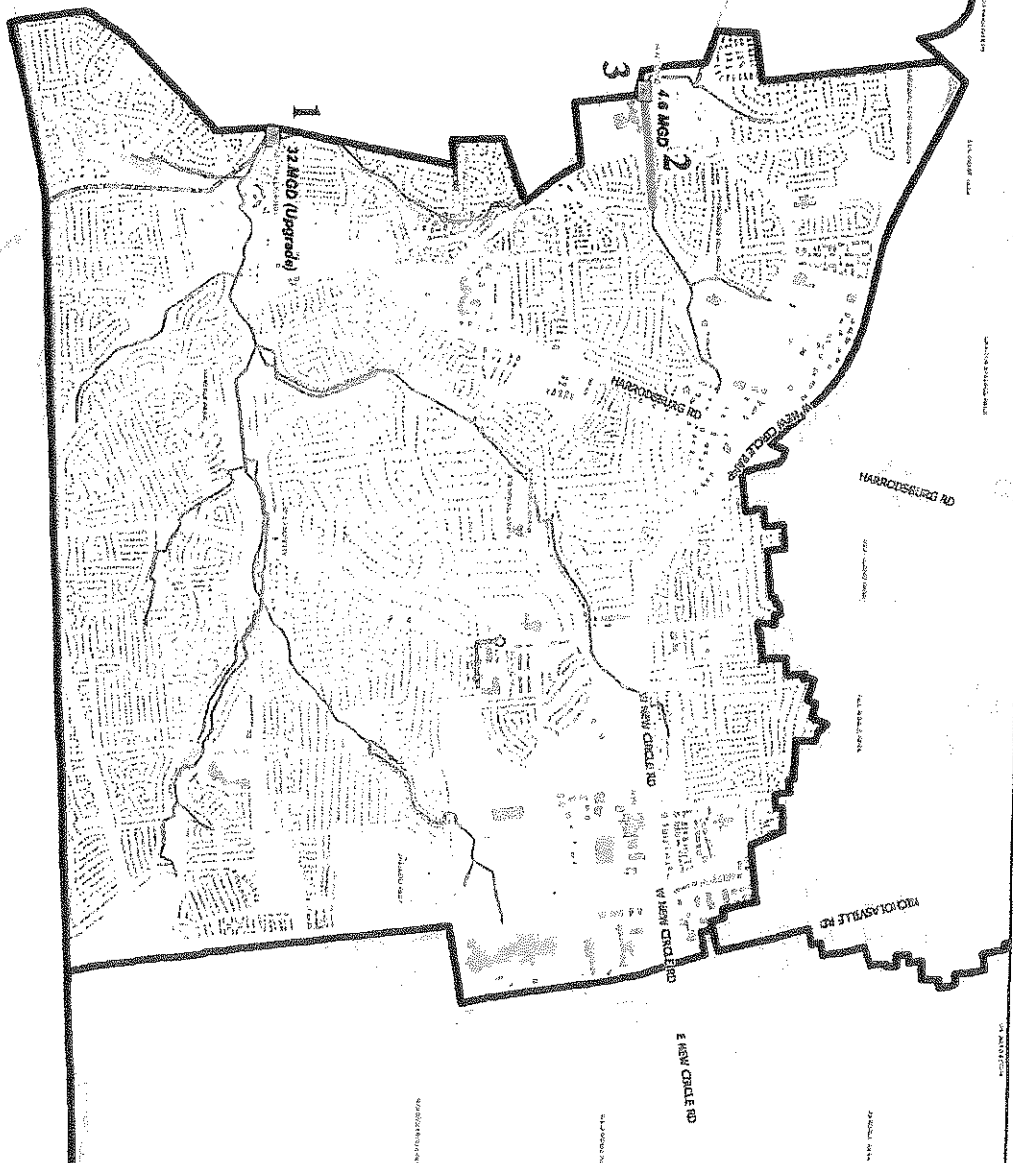
Proposed Remedial Measures (Different Colors Signify Separate Projects)

<ul style="list-style-type: none"> Update Existing Line New Trunk Sewer New Force Main 	<ul style="list-style-type: none"> New Pump Station New Equalization Tank 	<ul style="list-style-type: none"> Monitoring Well SSD Appendix A SSD Existing Pump Station Existing Trunk Sewer Existing Forcemain Major Sewerhead
---	---	---





- List of Projects**
- 1. Add Pump at South Elkhorn PS
 - 2. Main Lane Trunk
 - 3. Upgrade Main Lane PS



South Elkhorn Solution

Proposed Remedial Measures (Different Colors Signify Separate "Projects")

			Monitoring List SSO
			Appendix A SSO
			Existing Pump Station
			Existing Trunk Sewer
			Existing Force Main
			Major Basinshed



EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2012

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

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

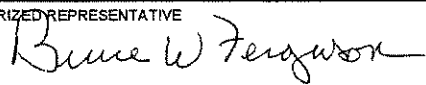
PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS:															
	INSURED Howard K. Bell Consulting Engineers, Inc 2480 Fortune Drive, Suite 350 Lexington, KY 40509	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></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 Accident & Indemnity	22357	INSURER B: XL Specialty Insurance Company	37885	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B: XL Specialty Insurance Company	37885															
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	33WECPX9023	02/01/2013	02/01/2014	WC STATUTORY LIMITS 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		
B	Professional Liability		DPR9703278	12/08/2012	12/08/2013	Each Claim 1,000,000 Aggregate 2,000,000		

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

CERTIFICATE HOLDER Lexington Fayette Urban County Government 200 East Main Street, 9th Floor Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2012

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

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PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Stephanie Casey PHONE (A/C No. Ext.): (859) 233-1461 FAX (A/C No.): (859) 281-9450 E-MAIL ADDRESS: scasey@altorstrick.com PRODUCER CUSTOMER ID #: 00003558	
INSURED HK Bell Consulting Engineers Inc. DBA Bell Engineering 2480 Fortune Dr, Ste 350 Lexington KY 40509		INSURER(S) AFFORDING COVERAGE	
		INSURER A Netherlands	NAIC # 24171
		INSURER B National Union Fire Insurance	
		INSURER C Indiana Insurance Company	22659
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:2012-2013** **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP8089014	10/21/2012	10/21/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			BA8087215	10/21/2012	10/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PIP-Basic \$
	<input type="checkbox"/> NON-OWNED AUTOS						Underinsured motorist \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			BE01183668	10/21/2012	10/21/2013	EACH OCCURRENCE \$ 8,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 8,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CU8228158	10/21/2012	10/21/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
	Umbrella						E.L. DISEASE - POLICY LIMIT \$
							Each Occurrence \$1,000,000
							Aggregate Limit \$1,000,000

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

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

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

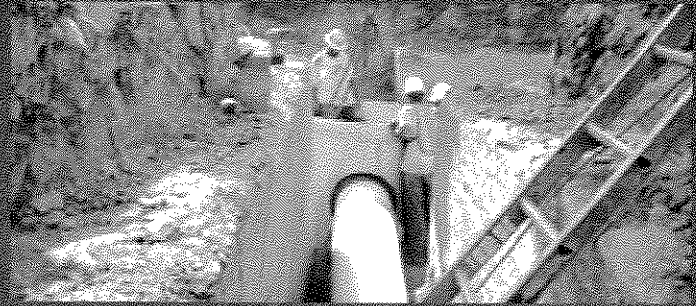


bell
engineering

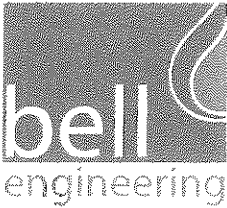
STATEMENT *of* QUALIFICATIONS

CATEGORY 2: DIG & REPLACE PIPELINES

PROFESSIONAL ENGINEERING SERVICES
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT



NOVEMBER 12, 2012
ELECTRONIC VERSION



November 12, 2012

Mr. Todd Slatin
Acting Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Re: RFP #33-2012 – Professional Engineering Services; Category 2: Dig & Replace Pipelines

Dear Mr. Slatin:

Bell Engineering is a name that has been associated with **reliability and innovation for 98 years**. As the oldest and longest continually operating consulting engineering firm in the state, we have completed projects across Kentucky and in many surrounding states. We are pleased to submit our Statement of Qualifications for prequalification in **Category 2: Dig & Replace Pipelines**. We are confident that with our knowledge and experience, our firm will offer top-notch service to LFUCG in this category.

Bell Engineering brings the following to your project:

- **Knowledge and team experience with similar projects and LFUCG's system,**
- **In-field construction experience that allows us to anticipate common problems with dig and replace projects,**
- **Extensive experience with bypass pumping procedures,**
- **Bell Engineering is a registered Small Business with the SBA,**
- **Abbie Jones Consulting is an LFUCG Certified DBE,**
- **All firms have headquarters located in Lexington, Kentucky,**
- **100% Central Kentucky-based staff to perform work.**

On behalf of Bell Engineering, we thank you for the opportunity to showcase our experience and **outline the strengths that our team can bring to Category 2: Dig & Replace Pipelines Projects**. We look forward to the opportunity to provide quality engineering services to the Lexington-Fayette Urban County Government through this and many future projects.

Sincerely,
Bell Engineering

A handwritten signature in cursive script that reads "Kelly G. Gillespie".

Kelly G. Gillespie
President

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

Title	Section
Letter of Transmittal	
Firm Qualifications	1
Project Team Organization Chart Resumes Risk Management Plan	2
Client List	3
Project Experience	4
Local Office	5
DBE Involvement	6
Hourly Rates	7
Appendix A	8
Certificate of Insurance	9
Addenda	10

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

Bell Engineering has remained a **locally owned and operated civil engineering firm since Mr. Howard K. Bell formed the company in Lexington, Kentucky in 1914**. Originally located on Limestone Street in downtown Lexington, Howard K. Bell Consulting Engineers, Inc. provided water, wastewater and stormwater engineering services to clients and

communities throughout Kentucky and West Virginia.

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

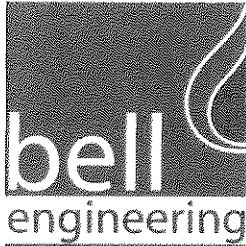
Hires in 2011 in the areas of landscape architecture and industrial pretreatment have added to Bell's original line of services which included environmental, sanitary and civil. **Our firm is well-staffed to complete a variety of projects in a timely, efficient and cost-effective manner.** Today we offer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

Bell Engineering is a name that has been associated with reliability and innovation for 98 years. As the oldest and longest continually operating consulting engineering firm in the state, **we have completed projects throughout Kentucky and in many surrounding states**. Bell Engineering is licensed to practice in Kentucky, Indiana, Ohio, Tennessee, West Virginia, Arkansas and Arizona and is a registered small business with the SBA.

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

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

A key member of Bell's team is Abbie Jones Consulting. **Abbie Jones Consulting, an LFUCG certified DBE**, was founded in Lexington, KY in 2011 with a vision to provide



Section 1 Firm Qualifications

professional engineering and land surveying focused on building sustainable communities for future generations. Abbie Jones Consulting will **provide professional land surveying services** as needed on LFUCG projects including construction staking, topographic surveys, boundary surveys and elevation certification. With a Certified Professional in Erosion and Sediment Control on staff, Abbie Jones Consulting brings excellent capabilities and knowledge to our project team.

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

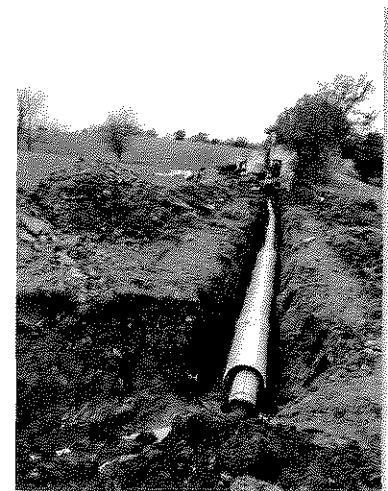
The Bell team is qualified to provide engineering services to the Lexington-Fayette Urban County Government (LFUCG) Division of Water Quality (DWQ) for Category 2: Dig & Replace Pipelines because of our **knowledge and team experience with similar projects and**

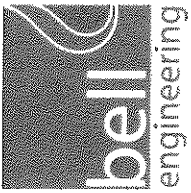
LFUCG's system. Project team members have assisted Kentucky communities such as Richmond, Somerset and Monticello with projects designed to dig and replace pipelines; many requiring bypass pumping.

We are familiar with the different types of materials used for these projects and understand that the hydraulic loading on **downstream infrastructure must be accounted for during design.** Particularly when upsizing a pipe, there can be complications with the transition from larger to smaller diameter pipe. The grade of the project area and depth of the line must also be considered to ensure all lines are installed at or above minimum grade to allow proper connections to the existing system.

Bell's in-field experience with construction management and inspection has honed our ability to **understand and anticipate common problems** that occur when replacing clay and brick sewers. Accurate as-built drawings are essential as significant challenges are often encountered when excavating clay sewers. Clay sewers are brittle and service connections tend to break back into the trench embankment, presenting the potential for missing a reconnection of the existing service lines. We have required contractors to dye test service lines to locate lost clay lines during construction.

Additionally, special care must be taken not to surcharge the system when bypass pumping which can lead to overflows and back-ups. We monitor and control this potential problem by giving the bidding contract specific detail and direction for bypass pumping. We also carefully monitor this in the field with **highly qualified and experienced staff** trained to look for potential issues that could lead to overflows and back-ups areas upstream from construction.





Professional Engineering Services | Dig & Replace Pipelines



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

LFUCG Division of Water Quality
Water Quality Director:
Charlie Martin, P.E.

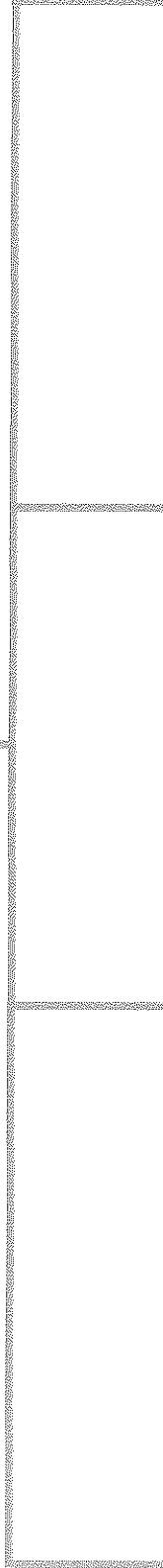
LFUCG

Bell Engineering

Subconsultants

Principal-In-Charge/Project Manager
James K. Roberts, P.E., PLS

Quality Assurance
Kelly G. Gillespie



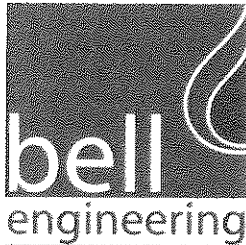
Surveying
Abbie Jones Consulting*
Abbie Jones, P.E., PLS
*Certified DBE



Water Quality
Jim D. Buckles, P.E., BCEE

Engineering Team
1. David F. Schrader, P.E.
2. Ronald E. Rogers, P.E.
Kelly G. Gillespie
Steve R. Dale
Carroll R. Ramey

Construction Administration
1. E. Lee Lowe
2. Thomas A. Jones, CIPE/CPD



James K. Roberts, P.E., PLS
Principal-In-Charge/Project Manager

EDUCATION

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

REGISTRATIONS

Professional Engineer
KY – 15736
Professional Engineer
WV – 13391
Land Surveyor, KY –
3010
Land Surveyor, WV –
1619

Mr. Roberts is a **Principal in the firm** and serves as Executive Vice President and Director of Engineering Operations at Bell Engineering. He specializes in the **analysis of sewer collection and pumping systems (SSES)** and brings over **34 years of experience** in the industry. Mr. Roberts has advanced training in the use of EPA SWMM v5.0 sewer modeling and analysis software and is currently using it on several collection and treatment system studies. He has completed design work on both water and wastewater treatment projects and has experience in site development and utility relocation projects. He serves as our **in-house quality assurance coordinator** on most projects. Client satisfaction and meeting budgets and schedules are his main focus throughout a project.

Relevant Experience

- Project engineer for Phase II Sanitary Sewer Rehabilitation including replacement of 2,022 L.F. of gravity sewer and 50 manholes – Butler, KY
- Project manager for Phase I Sanitary Sewer Rehabilitation including pressure cleaning, adjusting grade rings, grout and seal of manholes, pump station rehab, main line cleaning and replacement of approximately 1,000 L.F. of 10-inch gravity sewer – Clay City, KY
- Project manager for Tates Creek Road/KY 169 utility relocation including the relocation of 9,360 L.F. of 6- through 36-inch diameter gravity sewers and accessories, 1,023 L.F. of 16-inch diameter sewage force main, 12,670 L.F. of 6- through 18-inch diameter water main and accessories and 10,159 L.F. of 1- through 6-inch diameter gas mains, service lines and accessories – Richmond, KY
- Project manager for Trunk Sewer Rehabilitation which will replace 2,000 L.F. of existing parallel 15- and 18-inch trunk sewers with a single 24-inch trunk line – Stanton, KY
- Project manager for emergency main trunk sewer replacement including 5,000 L.F. of 12- and 18-inch sewer which was designed, bid and constructed in 60 days – Pendleton Co. Fiscal Court and Falmouth, KY
- Project manager and lead designer for Maple Avenue Sewers & Sewage Collection and Transportation System including 3,000 L.F. of 8-inch gravity sewers replacing existing sewers in place – Falmouth, KY
- Project manager/professional engineer for Longwood and Transcraft Pump Station Improvement Project including sewage pump station expansion (500 - 1,200 gpm) and upsizing 10,000 L.F. of force main from 6- to 8-inch – Mt. Sterling Water and Sewer System; Mt. Sterling, KY
- Project manager for sanitary sewer rehabilitation including manhole sealing, line replacement, and point repairs – Falmouth, KY

David F. Schrader, P.E.
Engineer 1

EDUCATION

B.S. Civil Engineering,
University of Kentucky

REGISTRATIONS

Professional Engineer,
KY – 20981

Professional Engineer,
OH – 72615

Professional Engineer,
WV – 18569

Professional Engineer,
IN – 11011548

Pretreatment
Coordinator

As a **Principal in the firm** and Assistant Director of Bell's Engineering Department, Mr. Schrader has designed and managed numerous water and wastewater treatment, collection and distribution projects. He has over **19 years' experience** serving as client manager, process designer, project manager and construction administrator. Over the last 8 years, Mr. Schrader has **managed \$150 million in construction** of water and wastewater treatment plants and has provided engineering services on a variety of water and sewer line projects including new, rehabilitation and extension.

Relevant Experience

- Project engineer for Midtown Sanitary Sewer Upgrade project including replacement of a total of 12,400 feet of trunk sewer, consisting of 15-, 18-, 21- and 24-inch diameter vitrified clay and ductile iron pipe with 24- and 30-inch diameter PVC and ductile iron pipe – Somerset, KY
- Project engineer for Kennedy Street Sewer Rehab project including replacement of 5,500 L.F. of 8-inch gravity sewer with 10-inch gravity sewer, stream restoration and street restoration – Somerset, KY
- Project engineer for Downtown Water & Sewer – Phase II project including replacement of 3,720 feet of 8- and 10-inch gravity sewers, one (1) 80 gallon per minute (gpm) Hill Rise sewage pump station, one (1) 80 gpm Beech Valley sewage pump station and one (1) 350 gpm Cave Street sewage pump station – Monticello, KY
- Project manager for Foxhaven Pump Station Replacement project which included replacement of 1 faulty pump station and 75 L.F. of 8-inch gravity sewer – Richmond, KY
- Project manager for the North Logsdon Pump Station Replacement project which will eliminate the existing North Logsdon Pump Station and redirect flow to another watershed and replace approximately 2,732 L.F. of 8-inch force main with gravity sewer – Harding County Water District #1
- Project manager and lead engineer for the design of sewage collection system improvements, including over 17,500 L.F. of 8-inch gravity sewers, 75 manholes, 6 lift stations, and a 200,000 gpd package activated sludge sewage treatment plant – Russell Springs, KY

Ronald E. Rogers, P.E.
Engineer 2

EDUCATION

B.S. Civil Engineering,
University of Kentucky
M.S. Civil Engineering,
University of Kentucky,
Army Engineering
School, Ft. Belvoir, VA
Value Engineering
Workshop Training

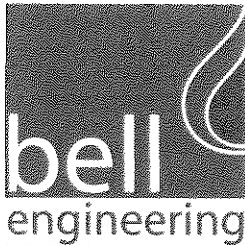
REGISTRATIONS

Professional Engineer,
KY – 11669
Professional Engineer,
WV – 14125

Mr. Rogers is a recognized expert in wastewater system evaluation and planning with **36 years of experience** in the industry. He is a **Principal in the firm** and also provides **quality assurance** on projects. He **specializes in project management and design of wastewater treatment plants, pump stations and sewers and force mains** and also has extensive knowledge in preparing facilities plans, performing infiltration/inflow analysis, completing sewer system evaluation surveys and sewer rehabilitation design. Mr. Rogers has completed training in value engineering curriculum and has served on VE teams for wastewater system design evaluation.

Relevant Experience

- Project engineer for Midtown Sanitary Sewer Upgrade project including replacement of a total of 12,400 feet of trunk sewer, consisting of 15-, 18-, 21- and 24-inch diameter vitrified clay and ductile iron pipe with 24- and 30-inch diameter PVC and ductile iron pipe – Somerset, KY
- Project engineer for Kennedy Street Sewer Rehab project including replacement of 5,500 L.F. of 8-inch gravity sewer with 10-inch gravity sewer – Somerset, KY
- Project engineer for Downtown Water & Sewer – Phase II project including replacement of 3,720 feet of 8- and 10-inch gravity sewers, one (1) 80 gallon per minute (gpm) Hill Rise sewage pump station, one (1) 80 gpm Beech Valley sewage pump station and one (1) 350 gpm Cave Street sewage pump station – Monticello, KY
- Project engineer for Downtown Water & Sewer – Phase I project including replacement of 4,920 feet of 8-inch gravity sewers – Monticello, KY
- Project engineer for Hospital & Dental Clinic Sewer Project which provided sanitary sewer service to a new hospital and dental clinic and also strengthened downstream wastewater infrastructure to accept additional flow; included 2,595 L.F. of new 8-inch gravity sewer, replacement of 200 L.F. of 8-inch, 753 L.F. of 10-inch, 788 L.F. of 15-inch and 300 L.F. of 18-inch gravity sewer – Greensburg, KY
- Project engineer for Phase II Sanitary Sewer Rehabilitation including replacement of 2,022 L.F. of gravity sewer and 50 manholes – Butler, KY
- Project engineer for KY 32 Utility Relocation which included digging and replacing approximately 500 L.F. of 10-inch ductile iron gravity sewer, 3,600 L.F. of 8-inch of PVC gravity sewer, 300 L.F. of 6-inch PVC gravity sewer, 1,300 L.F. of 4-inch PVC force main and 28 manholes – Lawrence County Fiscal Court
- Project manager and engineer for sewer rehabilitation project including approximately 4,570 linear feet of cured-in-place pipe lining (CIPP), grouting and sealing of 43 brick manholes, replacement of approximately 1,587 linear feet of 8-inch to 12-inch diameter sewer and replacing 13 existing manholes – Milton, WV



Kelly G. Gillespie
Engineering Services

EDUCATION

B.S. Civil Engineering
University of Kentucky

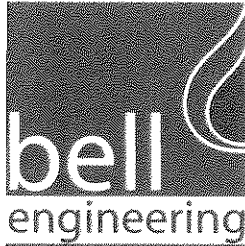
REGISTRATIONS

OSHA 29 CFR
1910.120 Hazardous
Waste Operations
Certification:
Underground
Petroleum Storage
Tank Contractor's
License – KY,
Confined Space Entry
Training & Certification

Mr. Gillespie is a **Principal in the firm** and serves as **President at Bell Engineering**. He has **19 years of industry experience** and serves as principle-in-charge and project manager on a multitude of projects. Mr. Gillespie has extensive knowledge related to wastewater collection systems. His main focus is project development, funding assistance, project management, analysis, design and construction administration on **sewer collection** and water distribution projects.

Relevant Experience

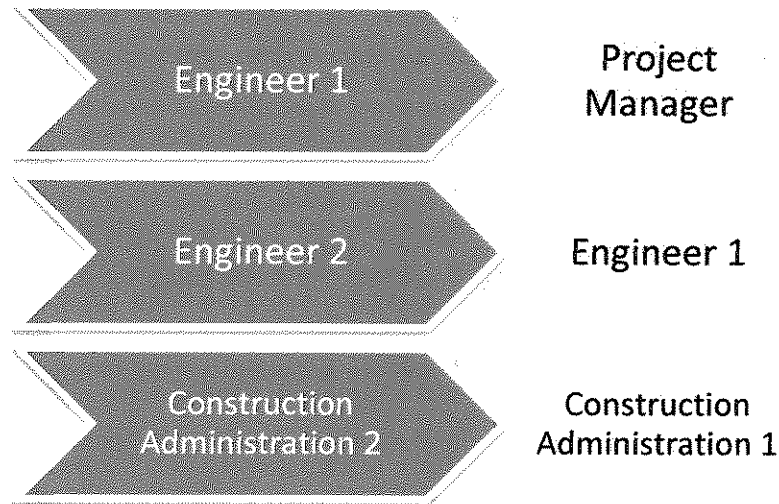
- Project manager and engineer for Midtown Sanitary Sewer Upgrade project including replacement of a total of 12,400 L.F. of trunk sewer, consisting of 15-, 18-, 21- and 24-inch diameter vitrified clay and ductile iron pipe with 24- and 30-inch diameter PVC and ductile iron pipe – Somerset, KY
- Project manager and engineer for Kennedy Street Sewer Rehab project including replacement of 5,500 L.F. of 8-inch gravity sewer with 10-inch gravity sewer, stream restoration and street restoration – Somerset, KY
- Principal-in-charge and project manager for Downtown Water & Sewer – Phase II project including replacement of 3,720 feet of 8- and 10-inch gravity sewers, one (1) 80 gallon per minute (gpm) Hill Rise sewage pump station, one (1) 80 gpm Beech Valley sewage pump station and one (1) 350 gpm Cave Street sewage pump station – Monticello, KY
- Principal-in-charge and project manager for Downtown Water & Sewer – Phase I project including replacement of 4,920 feet of 8-inch gravity sewers – Monticello, KY
- Principal-in-charge and project manager for Phase II Sanitary Sewer Rehabilitation including replacement of 2,022 L.F. of gravity sewer and 50 manholes – Butler, KY
- Project manager for KY 32 Utility Relocation which included digging and replacing approximately 500 L.F. of 10-inch ductile iron gravity sewer, 3,600 L.F. of 8-inch of PVC gravity sewer, 300 L.F. of 6-inch PVC gravity sewer, 1,300 L.F. of 4-inch PVC force main and 28 manholes – Lawrence County Fiscal Court
- Project engineer for the North Logsdon Pump Station Replacement project which will eliminate the existing North Logsdon Pump Station and redirect flow to another watershed and replace approximately 2,732 L.F. of 8-inch force main with gravity sewer – Harding County Water District #1



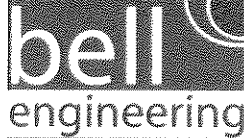
Bell Engineering understands that projects awarded through this RFP are driven by LFUCG's EPA Consent Decree and are time sensitive in nature. We also understand LFUCG's desire for prequalified firms to have a risk management plan in place to deal with key staff changes that could potentially cause a project to fail to meet deadlines.

Though our firm currently enjoys an extremely low turnover rate, we admit that unforeseen circumstances could play a role in preventing a key team member from fulfilling their project duties. We pride ourselves in providing our clients with a team that utilizes many qualified staff who work together rather than relying on a single person for success. With this makeup, all key roles can easily be filled by another member of the project team. This person will already be familiar with the project, expectations, schedule and budget and will seamlessly transition as needed.

The following diagram represents the line of succession for the project team. As you can see, though we expect our team members to fulfill their responsibilities throughout the duration of projects, we are prepared to fill those key roles very easily.









In the event that Abbie Jones Consulting, our certified DBE, is unable to complete project surveying responsibilities, we have several options for filling that role. First, our firm has worked with several other local DBE firms who would potentially be willing to fulfill any necessary surveying duties. We would attempt to secure another certified DBE firm in order to successfully meet LFUCG's goal of 10% DBE participation. Ultimately though, Bell is capable of providing these services in-house if needed.

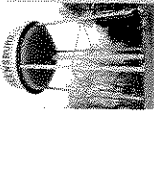
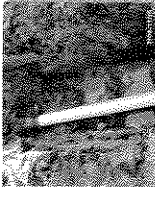

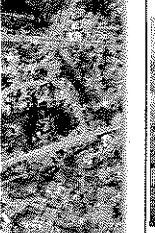




Section 3
Client List

Bell Engineering has provided engineering services on many projects similar to those that will be included in Category 2: Dig & Replace Pipelines. The following is a list of clients and projects which have been completed within the past 5 years.

Client/Project Name	Contact Information
Somerset, Kentucky - Kennedy Street Sewer Project - Midtown Sanitary Sewer Project	Contact Name: Charlie Dick Title: General Manager Phone: 606/678-4466 Email: cdick@cityofsomerset.com
Monticello, Kentucky - Downtown Water & Sewer Renovation – Phase I - Downtown Water & Sewer Renovation – Phase II	Contact Name: Gene Jones Title: General Manager Phone: 606/348-8473 Email: genejones@monticelloutility.com
Richmond, Kentucky - Foxhaven Drive Pump Station Project - Tates Creek Utility Relocation	Contact Name: Scott Althausen Title: General Manager Phone: 859/623-2323 Email: salthausen@richmondutilities.com
Greensburg, Kentucky - Hospital & Dental Clinic Sewer Project	Contact Name: George C. Cheatham Title: Mayor Phone: 270/932-4298 Email: mayor@greensburgonline.com
Clay City, Kentucky - Phase I Sanitary Sewer Rehabilitation	Contact Name: Jimmie Caudill Title: Mayor Phone: 606/663-2224 Email: claycity04@yahoo.com
Lawrence County Fiscal Court - Kentucky 32 Utility Relocation	Contact Name: John Osborne Title: Judge Executive Phone: 606/638-4102 Email: josborne@lycomonline.com
Hardin County Water District #1 - North Logsdon & Peyton Place Pump Station Replacement	Contact Name: Preston Pendley Title: Engineering Manager Phone: 270/352-4280 ext. 224 Email: ppendley@HCWD.com
Butler, Kentucky - Phase II Sanitary Sewer Rehabilitation - Eastside Park Sanitary Sewer Extensions	Contact Name: Delbert Reid Title: Former Mayor Phone: 859/472-5015 Email: N/A
Stanton, Kentucky - Trunk Sewer Rehabilitation Project	Contact Name: Dale Allen Title: Mayor Phone: 606/663-4459 Email: cityofstanton@kymail.com

Project Name/Client		Description	Services Provided	Project Team			
				Steve K. Roberts	David R. Schindler	Robert M. Collins	Kelly G. Collins
	<p>Kennedy Street Sewer Rehab</p> <p>City of Somerset</p> <p>Completed: 2010</p> <p>Construction Cost: \$618,862</p>	<p>This project included the replacement of 1,600 L.F. of 10-inch gravity sewer and 3,875 L.F. of 8-inch gravity sewer. The Kennedy Street area had been a significant source of inflow and infiltration for 15 years, and this project presented unique challenges as it was mostly in the back yards of well developed areas. When possible, new sewers were constructed adjacent to the old, but a significant portion required replacement of gravity sewers in the same location. This project also required a bore under a Kentucky State Highway.</p> <p>During construction, the City decided to take advantage of typical construction disruption to connect existing stormwater issues. At Somerset's request, Bell designed 2,000 L.F. of new sidewalks, curb and gutter and catch basins along Chabon Street. In addition, Chabon Street was milled and repaved. Also added was 2,500 L.F. of stream restoration, which included widening and channel lining.</p>	<ul style="list-style-type: none"> Planning Assistance Design Permitting Bidding Construction Administration Resident Project Representation 	✓	✓	✓	✓
	<p>Midtown Sanitary Sewer Upgrade</p> <p>City of Somerset</p> <p>Construction to Begin: 2013</p> <p>Estimated Construction Cost: \$3,000,000</p>	<p>This project is designed to replace approximately 12,400 L.F. of trunk sewer and includes installation of VFD's at the Sinking Creek Wastewater Treatment Plant. The project area has experienced significant growth during the past 10 years and as a result, the sanitary sewer system is overloaded. Additionally, the system has significant inflow and infiltration. During the May 1, 2010 flood, several residential and commercial customers were damaged as a result of sewage overflows.</p> <p>A total of 12,400 L.F. of trunk sewer, consisting of 15, 18-, 21- and 24-inch diameter vitrified clay and ductile iron pipe will be replaced with 24- and 30-inch diameter PVC and ductile iron pipe. The project involves challenges such as concrete piers to bridge water ways and 110 feet of 42-inch bore and 275 feet of 36-inch bore. These bores will be under the Norfolk Southern Rail Road. Design of the project is 100 percent complete.</p>	<ul style="list-style-type: none"> Planning Assistance Design Permitting Bidding Construction Administration Resident Project Representation 	✓	✓	✓	✓
	<p>Downtown Water & Sewer Renovations - Phase II</p> <p>City of Monticello</p> <p>Completed: 2010</p> <p>Construction Cost: \$1,204,851</p>	<p>This project consisted of replacement of 3,720 L.F. of 8- and 10-inch gravity sewers, replacement of an 80 gallon per minute (gpm) Hill Rise sewage pump station, an 80 gpm Beech Valley sewage pump station and a 350 gpm Cave Street sewage pumping station, and 7,600 feet of 6-inch water main.</p> <p>The project was awarded to K. Carrander Construction for \$65,492 below the engineer's estimate and the original project was completed for \$35,000 less than the award amount. As a result, the City of Monticello was able to replace additional water and sewer lines and utilize the entire \$1.4 million in RD funds.</p>	<ul style="list-style-type: none"> Planning Assistance Design Permitting Bidding Construction Administration Resident Project Representation 	✓	✓	✓	✓
	<p>Downtown Water & Sewer Renovations - Phase I</p> <p>City of Monticello</p> <p>Completed: 2008</p> <p>Construction Cost: \$1,942,104</p>	<p>The project consisted of replacement of 4,920 L.F. of 8-inch gravity sewers, 14,100 L.F. of 4-, 6- and 8-inch water lines, 43 water valves and 16 fire hydrants.</p> <p>The project was fully funded by USDA Rural Development and the Commonwealth of Kentucky. Bell Engineering was able to work closely with Monticello, the contractor and all funding agencies to complete a successful project ahead of schedule.</p>	<ul style="list-style-type: none"> Planning Assistance Design Permitting Bidding Construction Administration Resident Project Representation 	✓	✓	✓	✓
	<p>Foxhaven Pump Station Replacement</p> <p>City of Richmond</p> <p>Completed: 2010</p> <p>Construction Cost: \$175,000</p>	<p>This project included the complete replacement and abandonment of an existing faulty sewage pump station. The existing pump station had aged and deteriorated to the point where it no longer effectively operated. After rehabilitation and replacement options were evaluated, it was determined the best approach was to abandon the existing station and build a newer, more efficient, wet well mounted, submersible pump station with a capacity of 150 gpm. Additionally, approximately 75 L.F. of 8-inch gravity sewer was replaced. This project was the first project utilizing ARRA funds completed in the state of Kentucky.</p>	<ul style="list-style-type: none"> Planning Assistance Design Permitting Bidding Construction Administration Resident Project Representation 	✓	✓	✓	✓
	<p>Tates Creek Road (KY 169) Utility Relocations</p> <p>City of Richmond</p> <p>Completed: 2008</p> <p>Construction Cost: \$2,973,799</p>	<p>The reconstruction of KY Route 169 required the relocation of water, sanitary sewer, and natural gas lines by the Richmond Utilities Board of Richmond, Kentucky. Bell Engineering was secured to provide professional engineering services for design and resident project representation services for the project. The project was bid and constructed as a part of the Highway Relocation contract.</p> <p>The project consisted of the relocation of 9,360 L.F. of 6- through 36-inch diameter gravity sewers and accessories, 1,023 L.F. of 16-inch diameter sewer force main, 12,670 L.F. of 6- through 18-inch diameter water main and accessories and 10,159 L.F. of 1- through 6-inch diameter gas mains, service lines and accessories. Construction administration was provided by the Kentucky Transportation Cabinet.</p>	<ul style="list-style-type: none"> Design Permitting Bidding Resident Project Representation 	✓	✓	✓	✓

Project Name/Client		Description	Services Provided	Project Team			
				Travis F. P.L.S.	David F. Schneider	Monica E. Rogers	Keya C. Gillespie
	Hospital & Dental Clinic Sewer Project City of Greensburg Completed: 2012 Construction Cost: \$1,204,847	This project provided sanitary sewer service to a new hospital and dental clinic site and strengthened downstream wastewater infrastructure to accept the additional flow through replacement of sewer lines. To provide service to the clinic, 2,595 L.F. of new 8-inch gravity sewer was constructed. Improvements made to the downstream infrastructure included replacement of 200 L.F. of 8-inch, 225 L.F. of 10-inch, 788 L.F. of 15-inch and 300 L.F. of 18-inch gravity sewer. At the completion of the as-bid project, funds remained so an additional 528 L.F. of 10-inch gravity sewer was replaced to expend the remaining funds.	<ul style="list-style-type: none"> • Planning Assistance • Design • Permitting • Bidding • Construction Administration • Resident Project Representation 	✓			
	Phase I Sanitary Sewer Rehabilitation City of Clay City Completed: 2010 Construction Cost: \$329,082	This project included pressure cleaning, adjusting grade rings, grout and seal of manholes, pumping station rehabilitation, including a new pumping station and rehabilitation of 5 other stations, and also main line rehabilitation which includes cleaning, TV inspection, and replacement of approximately 1,000 L.F. of 10-inch gravity sewers.	<ul style="list-style-type: none"> • Planning Assistance • Design • Permitting • Bidding • Construction Administration • Resident Project Representation 	✓			
	Kentucky 32 Utility Relocation Lawrence County Fiscal Court Completed: 2012 Construction Cost: \$529,744	This project consisted of digging and replacing approximately 500 L.F. of 10-inch ductile iron gravity sewer, 3,600 L.F. of 8-inch of PVC gravity sewer, 300 L.F. of 6-inch PVC gravity sewer, 1,300 L.F. of 4-inch PVC force main and 28 manholes. The project also included approximately 260 L.F. of 15-inch new PVC gravity sewer, 2,200 L.F. of 8-inch new PVC gravity sewer and 9 manholes. The project was completed on schedule and \$15,000 below the bid amount.	<ul style="list-style-type: none"> • Planning • Design • Permitting • Bidding • Construction Administration • Resident Project Representation 	✓			✓
	North Logsdon Pump Station Replacement Hardin County Water District #1 Completed: Completing PER Construction Cost: TBD	This project will eliminate the existing North Logsdon Pump Station and redirect flow through a new gravity sewer into another watershed. Approximately 2,732 L.F. of 8-inch force main will be replaced with gravity sewer. Ball is currently preparing the Preliminary Engineering Report and will move into the design process once the PER is accepted.	<ul style="list-style-type: none"> • Design • Permitting • Bidding • Construction Administration • Resident Project Representation 	✓	✓		✓
	Phase II Sanitary Sewer Rehabilitation City of Butler Completed: 2008 Construction Cost: \$430,000	This project resulted from SSES work completed by Ball Engineering which consisted of physical inspections of manholes, pump stations and sewer mains and flow monitoring, smoke testing and TV inspections. The sewer system was divided into 4 sub-watersheds to determine the amount of inflow and infiltration. The areas with the largest I/I were then targeted for rehabilitation projects. Phase II included replacement of 2,022 L.F. of gravity sewer and 50 manholes.	<ul style="list-style-type: none"> • Planning Assistance • Design • Permitting • Bidding • Construction Administration • Resident Project Representation 	✓			✓
	Trunk Sewer Rehabilitation City of Stanton Completed: Design Complete Estimated Construction Cost: \$252,000	This project will include the replacement of 2,000 L.F. of existing parallel 15- and 18-inch trunk sewers with a single 24-inch trunk line. The existing lines are in a low lying area along a creek and contribute excessive inflow and infiltration to the system due to their age.	<ul style="list-style-type: none"> • Planning Assistance • Design • Permitting • Bidding • Construction Administration • Resident Project Representation 	✓			✓

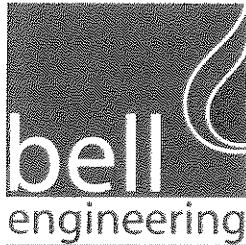
Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DWQ projects	% of Services Performed in Local Office
Headquarters	Lexington, KY	1914	40	9	100%
Local Office					
PM Location	Lexington, KY				
Subconsultants Name:	Abbie Jones Consulting				
Service Provided	Surveying				
Headquarters	Lexington, KY	2011	5	5	100%
Local Office					
Name:					
Service Provided					
Headquarters					
Local Office					
Name:					
Service Provided					
Headquarters					
Local Office					

Notes:

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



Section 6 DBE Involvement

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

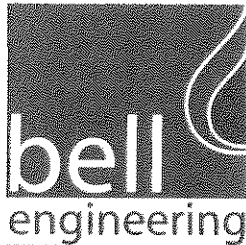
Bell keeps LFUCG's list of certified DBE firms on file and refers to the list to contact DBE firms for project opportunities. Additionally, staff attend minority business events such as the 10th Annual Minority Business Expo held in August 2012 to network with DBE owners and employees. We have developed relationships with several DBE firms in Lexington and are frequently in contact regarding teaming opportunities.

Bell currently utilizes DBE's on several projects including:

Blue Sky Pump Station & Force Main Project; LFUCG – Vision Engineering
Role: Surveying and easement acquisition services

Nicholasville Road Stormwater Project; University of Kentucky – Abbie Jones Consulting
Role: Surveying and easement acquisition services

Please see Appendix A for the completed LFUCG MBE/WBE Participation Form along with statements of commitments from sub-consultants.

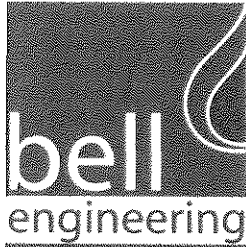


**Hourly Rate Schedule
Remedial Measures Plan and Related Projects**

Job Classification	Hourly Rate
Principal	\$169.00
Project Manager	\$162.00
Project Engineer (PE)	\$146.00
Project Engineer (EIT)	\$95.00
Engineering Technician / CAD Technician	\$93.00
Survey Crew	\$112.00
Clerical	\$59.00

Reimbursable Expenses - 2012

Mileage (Auto)	\$0.555/mile
Mileage (Field Truck)	\$0.60/mile
VCR & Monitor Charge	<i>Cost</i>
Video Camcorder	\$10.00/day, plus \$20.00/tape
Electrical Meters Charge	<i>Cost</i>
Flow Meter Charge	\$300.00/week, or \$1,200.00/month
Rain Gauge	\$100.00/week, or \$400.00/month
Sampler Charge	<i>Cost</i>
Dissolved Oxygen Tester Charge	<i>Cost</i>
Fluorometer	<i>Cost</i>
Laboratory Pilot Testing Charge	<i>Cost</i>
Soil Gas Kit	<i>Cost</i>
Submersible Pump	<i>Cost</i>
Water Level Meter	\$20.00/day, or \$400.00/month
Soil Sampling	\$90.00/hour
Groundwater Sampling	\$90.00/hour
Long Distance Phone Calls	<i>Cost</i>
Meals & Lodging	<i>Cost</i>
Air Travel, Airport Parking	<i>Cost</i>
Public Transportation, Tolls	<i>Cost</i>
Car Rental	<i>Cost</i>



Appendix A

Required Affidavit

Equal Opportunity Agreement

Bell Engineering Affirmative Action Plan

Workforce Analysis Form

DBE Participation Form

Abbie Jones Consulting DBE Certification

Subconsultants Statement of Commitment

Firm Information

General Provision

AFFIDAVIT

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

1. His/her name is James K. Roberts, P.E., PLS and he/she is the individual submitting the proposal or is the authorized representative of Bell Engineering, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

continued on next page

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

Further, Affiant sayeth naught.

James K. Roberts

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by James K. Roberts, P.E., PLS on this the 12th day of November, 2012.

My Commission expires: Oct 14 2013

David Bull

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

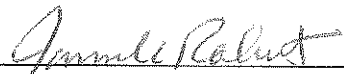
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature

Bell Engineering

Name of Business

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

1. Policy

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

2. Dissemination of Policy

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

3. Responsibility for Implementation of Policy

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

4. Analysis of Firm Employment

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

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

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

- h. Job Category: Draftsperson
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 23.7 percent of the experienced work force.
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.
- i. Job Category: Accountant/Economist
Discussion: Within the recruiting area, minorities and women possessing the requisite skills for this position represent approximately 49.1 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.
Conclusion: This is not an under-utilization area.
- j. Job Category: Administrative Assistant
Discussion: Within the recruiting area minorities and women possessing the requisite skills for this category represent approximately 49.1 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.
Conclusion: This is not an under-utilization area.
- k. Job Category: Secretary
Discussion: Within the recruiting area minorities and women possessing the requisite skills for this category represent approximately 98.9 percent of the experienced work force. When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.
Conclusion: This is not an under-utilization area.

5. Goals and Timetables

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

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

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

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

Draftsperson

1

1 year

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

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

6. Development and Execution of Program

a. Recruiting

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

b. Training

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

c. Personnel Actions

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

d. Community Relations

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

7. Audit Report and Evaluate

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

a. Job Openings

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

b. Separation

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

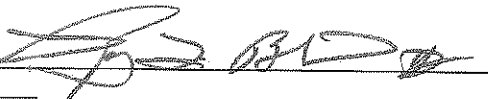
c. Promotions

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

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


8. Adoption of Policy

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

By 

Roy L. Bohon, II

Secretary-Treasurer
Vice President

By 

James K. Roberts, P.E., PLS
Executive

Date November 12, 2012

WORKFORCE ANALYSIS FORM

Name of Organization: Bell Engineering

Date: 11/12/2012

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1		1						1
Professionals	12	11	1				11		1
Superintendents									
Supervisors	5	4	1				4		1
Foremen	8	8					8		
Technicians	9	7	2				7		2
Protective Service									
Para-Professionals	2	2					2		
Office/Clerical	3	1	2				1		2
Skilled Craft									
Service/Maintenance									
Total:	40	33	7				33		7

Prepared by Roy L. Bohon, Chief Financial Officer
Name & Title

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP #33-2012 Professional Engineering Services

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

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

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

Bell Engineering
Company

November 12, 2012
Date

By *James M. Calvert, PE, PLS*

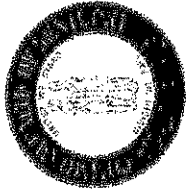
Executive Vice President
Title

Mike W. Hancock, P.E.
Secretary

Kentucky Transportation Cabinet

Steven L. Beshear
Governor

COMMONWEALTH OF KENTUCKY



Transportation Cabinet

certifies that

ABBIE JONES

1022 Fontaine Road, Lexington, KY 40502

*has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

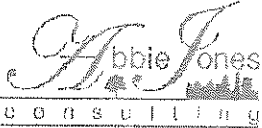
June 30, 2014

Renewal Date

A handwritten signature in black ink, appearing to be "D. Jones", written over a horizontal line.

DBE Liaison Officer

Kentucky
UNBRIDLED SPIRIT™



1022 Fontaine Rd
Lexington, KY 40502
Tel: (606) 552-3443
eMail: abbie@abbie-jones.com

November 9, 2012

Ms. Megan Kendall
H.K. Bell Engineering
2480 Fortune Dr. suite 350
Lexington, KY 40509

RE: Letter of Commitment for LFUCG RFP

Dear Ms. Kendall:

Abbie Jones Consulting is pleased to confirm our commitment to provide civil engineering and surveying services with respect to the Lexington Fayette Urban County Government RFP in multiple categories. We understand that the exact tasks will depend upon selection and the various potential task orders.

We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads 'Abbie Jones'.

Abbie Jones, PE/PLS
Owner

Firm Submitting Proposal: Bell Engineering

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

Contact Name: Megan Kendall Title: Director of Marketing

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

Email address: mkendall@hkbell.com

GENERAL PROVISIONS

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

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

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

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

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

A. Termination for Cause

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


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

B. At Will Termination

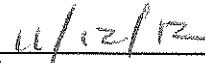
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided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

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

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



Signature



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2012

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			33WECFX9023	02/01/2012	02/01/2013	<input checked="" type="checkbox"/> WC STATUTORY 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
B	Professional Liability			DPR9695637	12/08/2011	12/08/2012	Each Claim 1,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER Lexington Fayette Urban County Government 200 East Main Street, 9th Floor Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2012

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 Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Stephanie Casey PHONE (A/C, No, Ext): (859) 233-1461 FAX (A/C, No): (859) 281-9450 E-MAIL ADDRESS: scasey@altorstrick.com PRODUCER CUSTOMER ID #: 00003558													
INSURED HK Bell Consulting Engineers Inc. Bell Engineering 2480 Fortune Dr, Ste 350 Lexington KY 40509		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A Netherlands</td> <td>24171</td> </tr> <tr> <td>INSURER B National Union Fire Insurance</td> <td></td> </tr> <tr> <td>INSURER C Indiana Insurance Company</td> <td>22659</td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>		INSURER A Netherlands	24171	INSURER B National Union Fire Insurance		INSURER C Indiana Insurance Company	22659	INSURER D		INSURER E		INSURER F	
INSURER A Netherlands	24171														
INSURER B National Union Fire Insurance															
INSURER C Indiana Insurance Company	22659														
INSURER D															
INSURER E															
INSURER F															

COVERAGES **CERTIFICATE NUMBER: 2012-2013** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		BOP8089014	10/21/2012	10/21/2013	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY		BA8087215	10/21/2012	10/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					PIP-Basic \$	
	<input type="checkbox"/> NON-OWNED AUTOS					Underinsured motorist \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	BE01183668	10/21/2012	10/21/2013	EACH OCCURRENCE \$ 8,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 8,000,000	
	DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		CUB228158	10/21/2012	10/21/2013	WC STATUTORY LIMITS OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$	
	Umbrella					E.L. DISEASE - POLICY LIMIT \$	
						Each Occurrence \$1,000,000	
						Aggregate Limit \$1,000,000	

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

CERTIFICATE HOLDER

(859) 258-3780
 LFUCG
 200 E Main St
 Lexington, KY 40507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stephanie Casey/MJA

Stephanie Casey



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 33-2012

Date: November 6, 2012

Subject: RFO for Professional Engineering Services

Please address inquiries to:
Betty Landrum (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Questions	Answers
Footnote 2, page 7, paragraph 6, Selection Criteria, implies that private projects completed in accordance with the LFUCG Sanitary Sewer and Pump Station Manual and the LFUCG Stormwater Manual are equal in standing to those public projects completed under specific government contracts. Is that correct?	Each project will be evaluated on its individual merits. The proposer should use his/her discretion in selecting projects relating to the specific category that will best demonstrate the proposer's experience.
Can you provide examples of similar type projects that will be included in Category 4?	Examples of projects in Category 4 would be any type of trenchless pipeline and /or manhole rehabilitation projects, e.g., Cured In Place Pipeline Rehabilitation (CIPP), pipe bursting, sliplining, or manhole rehabilitation with various coatings or injection systems.
Do the one-page resumes for key project team members that are requested in the Project Team section count toward the specified page limit (i.e. are they to be counted in the 6 pages)?	Yes – Resumes should be one page maximum. Proposers should use their discretion in providing the information requested in six pages maximum.
From reviewing the minutes of the meeting, Mr. Martin made the statement encouraging teaming to maximize local participation. Then in answer to the first question he said that only the qualifications of the Prime would be scored. Then in answer to another question he said that relevant projects by subs would count. Since there seems to be some question here related to scoring of prime and not sub, the following question is posed. If a firm had a local office and wanted to be prime, but wanted to subcontract with a smaller local firm for an experienced	Yes -- Scoring of the Project Manager is maximized by project experience and being located locally (locally defined as being within the Bluegrass Area Development District boundaries).

wastewater project manager, would the Prime/Team receive the points for having a local project manager?	
In the meeting minutes the answer to the first question was only the qualifications of the prime would be scored, not the subs. If a small local firm wanted to be the prime and subcontract with a larger firm to supplement their qualifications, would that preclude the small prime from receiving the benefit of having the larger firm as a sub?	No -- The intent of the evaluation process will be to identify and rank the most qualified firm or team of firms.
Does the Division of Water Quality have a list of the 82 projects, and possibly a breakdown of the projects in each category, that are anticipated to be completed with this RFQ?	Yes. See attached list titled RMP Projects. The 82 projects are those listed in the Remedial Measures Plan. There will be other projects awarded under this contract that are not listed.
Could you provide what specific items that you will require responders to submit for an affirmative action plan for the RFP #33-2012? Management in our firm considers some information proprietary, however we want to be responsive and comply with the requirements of the RFP.	Please submit your current affirmative action plan with your response and identify the pages containing proprietary information as confidential and/or proprietary. Any confidential and/or proprietary information contained in your response should be clearly identified in both hard copy and electronic versions.
A question regarding <u>Contract 4 – Pipeline, manhole, inlet, and junction chamber rehabilitation projects</u> . Does the scope of work include providing flow monitoring, smoke testing, and dye testing services?	At present, no. DWQ reserves the right to compose or revise any Scope of Work necessary to meet its needs at any time during the duration of this contract.
It would seem that to accurately compare the mean deviation of hourly rates between firms proposing, that consultants should be expected to use a standard personnel classification system for hourly rates. Does LFUCG intend to issue such a list?	Hourly Rates will no longer be considered in the evaluation process (see attached REVISED scoring sheet; however hourly rates must be submitted for the specific job classifications on the attached form that will be used at time of contract negotiation.
As an office originally founded in Lexington over 40 years ago and subsequently acquired by another out of state firm, it seems unfair that we are only entitled to a score of 3.5 or 4.0 for the "Offices status and location of employees" category. Under this scenario, a recently established prime firm with a local headquarters, small work force, and no prior experience working with LFUCG could be awarded more points than a firm founded in Lexington that has continuously served LFUCG for over 40 years. Can additional consideration be given for length of service and/or longevity of office existence in Fayette County?	No – The proposer will be able to demonstrate and score points in other categories.
Can you release the list of anticipated Remedial Measures Plan projects and their estimated costs of construction?	Yes –see attachment pdf's (G3 RMP Implementation Plan & RMP Project Maps by Sewershed)

How will a firm be ranked if there is a joint venture?	DWQ will require that the Contract be executed with a single consultant. In the case of a team, the prime consultant must be identified and must execute the Contract. Joint Ventures will not be considered due to the contractual requirements.
George Woolwine (HDR) asked Mr. Martin to further define Category 2 and distinguish the work in Category 2 from Category 4. Mr. Martin said that Category 2 is dig and replace while Category 4 is rehabilitation for the purpose of reducing I&I (Inflow and Infiltration) in the collection system. Cole Mitcham (OBG) asked if the hourly rates within 15% were plus or minus, and if there was a prime that teamed how would we establish the mean rate?	Regarding the difference between Category Nos. 2 and 4, see the response to question No. 2 above. Regarding the question on hourly rates, see the response to question No. 9 above.

SPECIAL NOTE TO PROPOSER: Please note that the Selection Criteria (attachment 2 – RFP Scoring Sheet) have been revised – hourly rates have been removed and the points assigned have been changed.



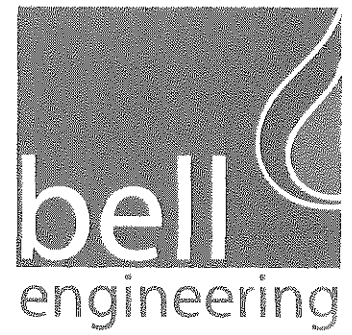
Todd Slafin, Acting Director
Division of Central Purchasing

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

COMPANY: Bell Engineering

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

SIGNATURE OF PROPOSER: Megan Kendall



LEXINGTON, KY
859/278-5412

HOPKINSVILLE, KY
270/886-5466

COLUMBIA, KY
270/385-9522

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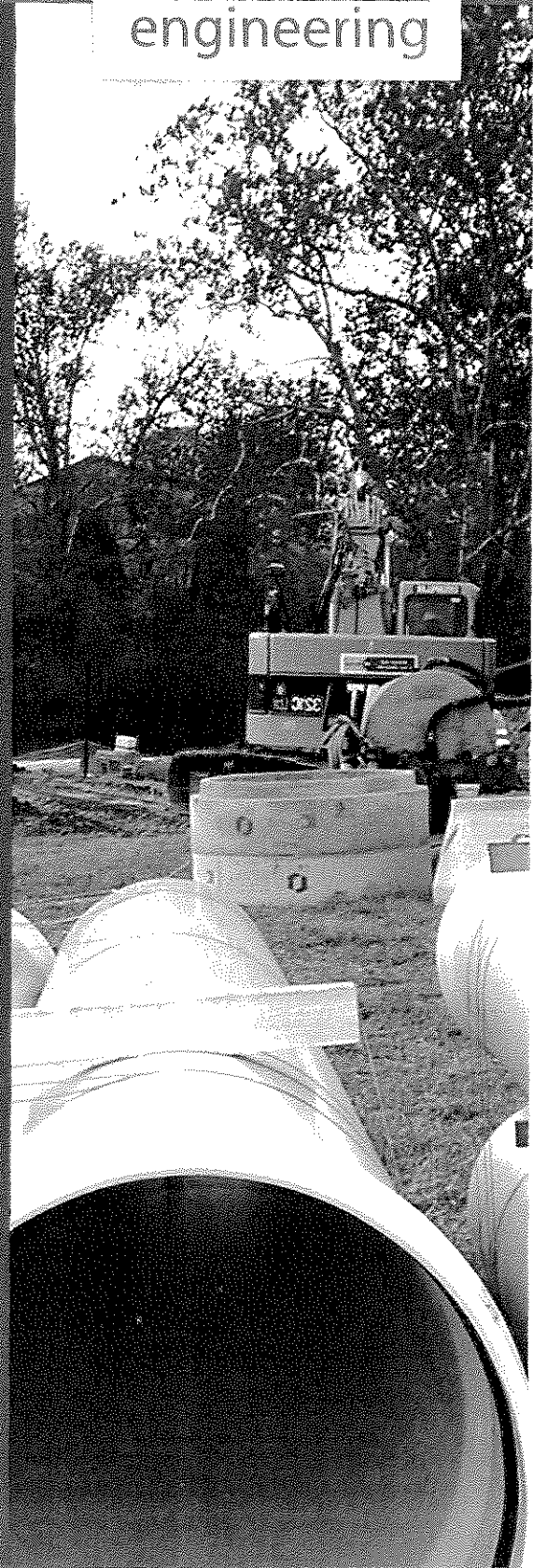


EXHIBIT D

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

**LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR**

CONSULTANT

OWNER

		Lexington Fayette Urban County Government
Street Address	_____	200 East Main Street
City, State, Zip	_____	Lexington, KY 40507
Contact Person	_____	Charles Martin
Telephone	_____	859-425-2438
Fax	_____	859-254-7787
E-Mail	_____	chmartin@lexingtonky.gov
Task Order Date:	_____	
Task Name:	_____	
Task ID:	_____	

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

Because this is a Remedial Measures Plan project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.
2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.
3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

*Two originals of this work order shall be executed by the Owner and returned to Vernon Azevedo, P.E.
A fully executed copy will be returned to the Owner.*