

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and GRW, Inc., 801 Corporate Dr, Lexington, KY 40503 (**CONSULTANT**). **OWNER** intends to proceed with the Contract 1 Roadway Corridor and Intersection Design as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract ~~3~~, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

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

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

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

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

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

SECTION 2 - EXTRA WORK BY CONSULTANT

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

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

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

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

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT

5.1.1. For Basic Services

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

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

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

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

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

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

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

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

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

6.9.3. Financial Responsibility

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

6.9.4. Insurance Requirements

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

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

6.9.6 Definition of Default

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

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

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

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

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

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

GRW, Inc.

BY: Jim Gray
JIM GRAY, MAYOR

BY: Harvey H. Helm
Harvey H. Helm, V.P.

ATTEST:

Mark Kelley, Deputy
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Harvey H. Helm, as the duly authorized representative for and on behalf of GRW, Inc., on this the 19 day of May, 2014.

My commission expires: 12/21/16.

Antonia Stedman #480389
NOTARY PUBLIC

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP# 13- 2014

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2014

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER D: Travelers Casualty Insurance Co of Amer</td> <td>19046</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F: Kentucky Employers' Mutual Insurance</td> <td>10320</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Company	25615	INSURER B: Travelers Indemnity Company	25658	INSURER C: Cincinnati Insurance Company	10677	INSURER D: Travelers Casualty Insurance Co of Amer	19046	INSURER E: XL Specialty Insurance Company	37885	INSURER F: Kentucky Employers' Mutual Insurance
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INSURED GRW Engineers Inc. GRW Aerial Surveys, Inc. 801 Corporate Drive Lexington, KY 40503															

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

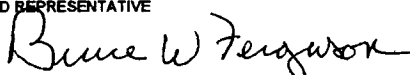
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6808803L858COF14	03/01/2014	03/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA8805L391TIA14	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP3458T0031447 EXS0065793	03/01/2014 03/01/2014	03/01/2015 03/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 C-Occ/Aggregate \$5,000,000
D F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			VMPSUB6127Y97A14 361580 (KY only)	03/01/2014 03/01/2014	03/01/2015 03/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			DPR9710739	03/01/2014	03/01/2015	Each Claim 5,000,000 Aggregate 5,000,000

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

Project: Man o' War Boulevard Intersection Improvements
 General Liability, Automobile Liability, Umbrella Liability: The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successor in interest are included as Additional Insureds for the referenced project.
 The policies, except for primary umbrella and Ky work comp, are endorsed for 30 days notice of cancellation to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

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

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

EXHIBIT D

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

**LFUCG PROJECT ASSIGNMENT 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		Brad Frazier
Telephone		859-258-3410
Fax		859-258-3458
E-Mail		bfrazier@lexingtonky.gov

Project Assignment Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

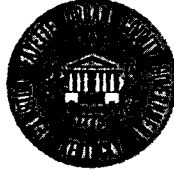
Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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



Lexington-Fayette Urban County Government

Request for Proposal

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

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

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

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

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

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

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

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

Questions regarding this RFP shall be addressed to:

Theresa Maynard, Buyer Senior
Division of Central Purchasing
theresam@lexingtonky.gov

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

The Deadline for Questions is Thursday, March 12th, 2014 at 2:00 pm local time.

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

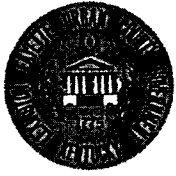
E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

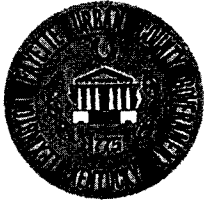
“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@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	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # _____

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

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

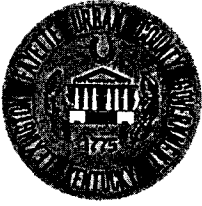
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

 Company

 Company Representative

 Date

 Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # _____

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

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

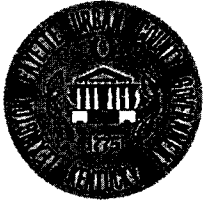
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

 Company

 Company Representative

 Date

 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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

A. 1.0 DEFINITIONS.

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

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

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

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

3.0 FINANCIAL RESPONSIBILITY

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

4.0 INSURANCE REQUIREMENTS

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

4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

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

NONE

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

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

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

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

4.5. Verification of Coverage

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

4.6. Right to Review, Audit and Inspect

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

5.0 **SAFETY AND LOSS CONTROL**

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

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

6.0 DEFINITION OF DEFAULT

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

00302720

Request for Qualifications (RFQ) for Professional Engineering Services

1. Background

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

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

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

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

2. Contract Type and Contracting Process

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

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

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

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

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

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

3. General Project Description

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

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

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

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

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

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

4. Submittals

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

Section

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

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

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

5. Disadvantaged Business Enterprise (DBE) Notice

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

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

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

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

6. Selection Criteria (Attachment 2)

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

Overall expertise of the firm in service category ⁽¹⁾	15 points
Overall expertise of the Team members in service category ⁽¹⁾	25 points
Past performance in the service category ⁽²⁾	25 points
Project Manager Qualifications ⁽³⁾	15 points
Office status and location of employees ⁽⁴⁾	20 points
TOTAL:	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 infrastructure projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as "acceptable". Proposals should clearly present all information regarding all firms submitting as a "team". If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE 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 DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Attachment 2 – RFP #13-2014 Scoring Sheet

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

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

Attachment 2 – RFP #13-2014 Scoring Sheet

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

Affidavit _____

Affirmative Action Plan _____

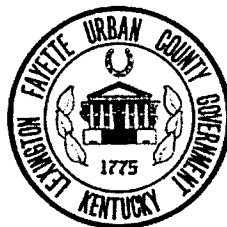
EEO Agreement _____

Workforce Analysis _____

Insurance _____

Comments:

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



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: #13-2014

Date: March 3, 2014

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

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

Paragraph one on page two should read as follows:

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

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#13-2014**

Date: March 7, 2014

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

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

TO ALL PROSPECTIVE BIDDERS:

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

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

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: **#13-2014**

Date: March 17, 2014


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

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

TO ALL PROSPECTIVE BIDDERS:

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

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


Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

SIGN-IN SHEET

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

Representative	Company Name	Phone #	Email Address
Theresa Maynard	LFUCG - Central Purchasing	258-3320	theresam@lexingtonky.gov
CHASE WRIGHT	STRAND	225-8500	chase.wright@strand.com
Mark Askin	strand	225-8500	Mark.Askin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233-2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul WARSAN	THELEN ASSOCIATES	226-0761	PWARSAN@thelensac.com
Laura Mize	Lockner	224-4476	LMize@kwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	gisaacs@palmer.net.com
Kevin Damron	Palmer	859.537.6677	kdamron@palmer.net.com
Nike MERRINMAN	SFME	859-293-5518	NMERRINMAN@SFMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
Justin Anderson	HDR ENGINEERING	859-583-0732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Povelich	BFMJ Structural Eng	859-278-5050	n.povelich@bfmj.com
BRAZ FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Ainslie	L.F. Gregg	859-252-7558	jainslie@legregg.com
WALTER BOWMAN	W. Bowman Assoc.	859 619 0129	walthowman@twc.com

Questions for RFP #13-2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

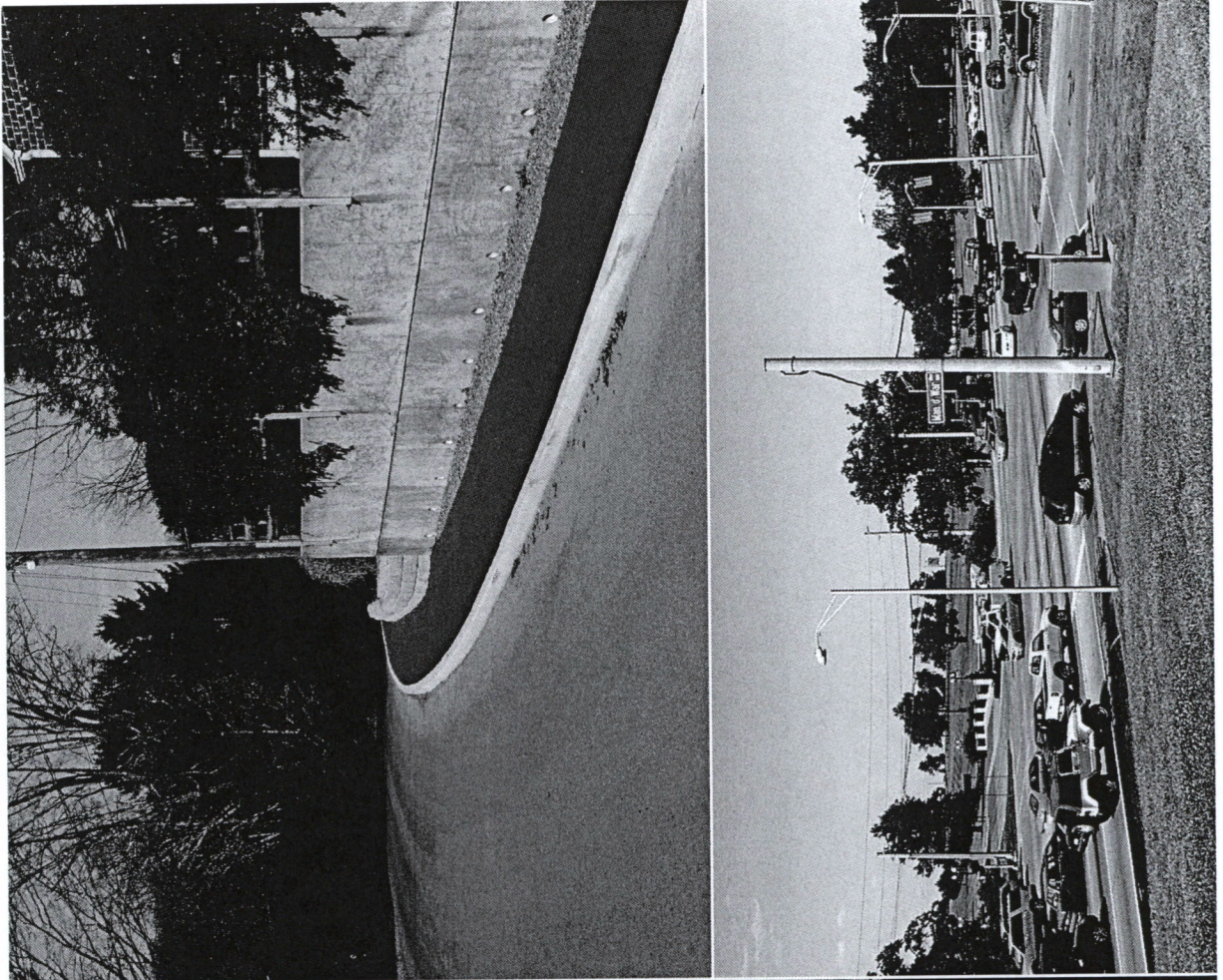


EXHIBIT B

Statement of Qualifications

Professional Engineering Services

RFP #13-2014

Lexington-Fayette Urban County Government

Table of Contents

Section 1.0	Transmittal Letter
Section 2.0	Contract 1 – Roadway Corridor and Intersection Design/Planning
Section 3.0	Contract 4 – Structures or Bridge Design
Section 4.0	Contract 5 – Pedestrian, Bike or Multimodal Trail Design/Planning
Section 5.0	Contract 8 – Construction Inspection
Section 6.0	Additional LFUCG Proposal Forms <ul style="list-style-type: none">▪ Proposal Form and Addenda Acknowledgement▪ General Provisions Form▪ Affidavit▪ Equal Opportunity Agreement▪ Workforce Analysis Form▪ Good Faith Efforts Form▪ GRW Affirmative Action Plan▪ GRW Certificate of Liability Insurance

SECTION 1.0 | Transmittal Letter



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

March 25, 2014

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

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

Dear Ms. Maynard and Selection Committee Members:

GRW has a long history of providing planning, design, construction administration and inspection services for municipal infrastructure projects. Our comprehensive, in-house services assure a quality product, and our business philosophy of providing *close, personal service* will result in a smooth project experience for LFUCG.

The attached SOQ summarizes GRW's applicable experience for the following contracts:

- Contract 1 – Roadway Corridor and Intersection Design/Planning
- Contract 4 – Structures or Bridge Design
- Contract 5 – Pedestrian, Bike or Multimodal Trail Design/Planning
- Contract 8 – Construction Inspection

Headquartered in Lexington, GRW has more than 140 employees including transportation, civil, structural and electrical/lighting engineers, surveyors and construction administration and inspection personnel at this location. Chapman Technical Group, a recently acquired, wholly owned subsidiary of GRW, includes landscape architecture professionals who are currently working with GRW's engineering staff on a streetscape project in Covington, KY.

Please contact me if you have any questions regarding our experience or qualifications document. GRW certainly looks forward to continuing our 40+ year working relationship with LFUCG.

Sincerely,

A handwritten signature in black ink that reads "Harvey H. Helm".

Harvey H. Helm, PE, LEED AP, PLS
Vice President

SECTION 2.0

**Contract 1 – Roadway
Corridor and Intersection
Design/Planning**

2.0 Contract 1: Roadway Corridor and Intersection Design/Planning

Firm Qualifications

GRW was founded in 1965 by Mr. G. Reynolds Watkins to provide professional design services to federal, state, municipal and private industry clients. Today GRW has grown to become a full-service engineering, architectural and geospatial services firm with a staff of more than 250 professionals and offices in Kentucky, Indiana, Ohio, Tennessee and West Virginia. Watkins' insistence on technical excellence and personal service lives on as the guiding principle at GRW. **This dedication to service has resulted in repeat clients providing 90 percent of GRW's current workload.**

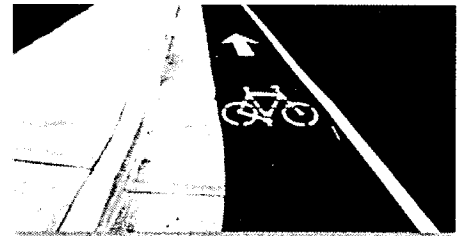
GRW offers comprehensive technical expertise for all types of infrastructure from concept design through construction administration and inspection. **Our wide range of professional services includes:**

- Transportation Engineering
- Civil/Site Engineering
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Water, Wastewater and Stormwater System Engineering
- Architecture
- Landscape Architecture
- Master Planning
- Aerial Mapping and Surveying
- Geographic Information Services
- GPS and Conventional Surveying
- LiDAR (Aerial, Mobile, and Terrestrial)
- Construction Administration and Resident Project Representation (Inspection)
- Cost Estimating
- Sustainable Design

Experienced with a variety of transportation projects, GRW has completed large roadway and bridge construction projects and federal aid-funded Local Public Agency projects, such as multi-use trails and sidewalks. Our Kentucky Transportation Cabinet experience includes the design of hundreds of miles of streets, roads, and highways, as well as associated sidewalks, bike lanes, and over the past dozen years, GRW has completed more than \$300,000,000 in transportation projects.

Partial Experience Summary for Roadway Corridor and Intersection Design/Planning

- Eastland Parkway-New Circle Road Intersection Improvements, Lexington, KY
- Liberty/Todds Road (KY 1927) Section 2, Lexington, KY
- Red Mile Road Widening, Lexington, KY
- Rose Street Extension, Lexington, KY
- Polo Club Boulevard Connection, Lexington, KY
- Cayton Road Extension, Boone County, KY



GRW is KYTC-prequalified in 17 categories including:

- Urban Roadway Design
- Rural Roadway Design
- Traffic Engineering
- Road Centerline Data Collection
- Highway Planning
- Structural Design (Spans under 500')
- Pedestrian and Bicycle Facility Planning & Design
- Electrical Engineering Roadway Lighting
- Highway Noise
- EIS Writing & Coordination
- Construction Project Supervision
- Surveying



- Crossfield Drive Extension, Versailles, KY
- Applewood Centre Roundabout Phase I, Anderson, IN
- 6th Street and Scott Boulevard Improvements, Covington, KY
- Downtown Revitalization/Roundabout, Hodgenville, KY
- State Route 32 Reconstruction and Streetscape Project, Yorktown, IN (Indiana DOT)
- Indiana Gateway Industrial Park State Route 1 Intersection Design, Wayne County, IN
- Keeneland Race Course New Entrance and Access Road, Lexington, KY
- Hurstbourne Parkway Improvements, Multiple Segments: Westport to Brownsboro Roads, Linn Station Road to Timberwood Circle, Taylorsville to Linn Station Roads, Blairwood Drive to Linn Station Road, Bardstown to Fern Valley Roads, Louisville, KY
- SR 38 Heritage Way North Intersection Development, Pendleton, IN



Subconsultants

Hall-Harmon Engineers, Inc. (HHE) is a Lexington, Kentucky firm specializing in civil engineering and land surveying with major emphasis in transportation facilities, site development, site utilities and land surveying. HHE has extensive experience with providing engineering design and surveying services on various types of projects for the Lexington-Fayette Urban County Government (LFUCG) as both prime consultant and as a subconsultant which include surveying, roadway design, bike lane/trail design, storm water and sanitary sewer design in addition to being very familiar with LFUCG Practices and Policies, Standard Drawings and Infrastructure Manuals. HHE – a **certified DBE/WBE** with Kentucky Transportation Cabinet (KYTC) for the past fifteen years – is prequalified with KYTC to perform the following services: Rural Roadway Design, Urban Roadway Design, Surveying, Pedestrian and Bicycle Facility Planning & Design, Airport Design, Airport Master Planning, and UST & HAZMAT Site Analysis / Preliminary Site Assessment.

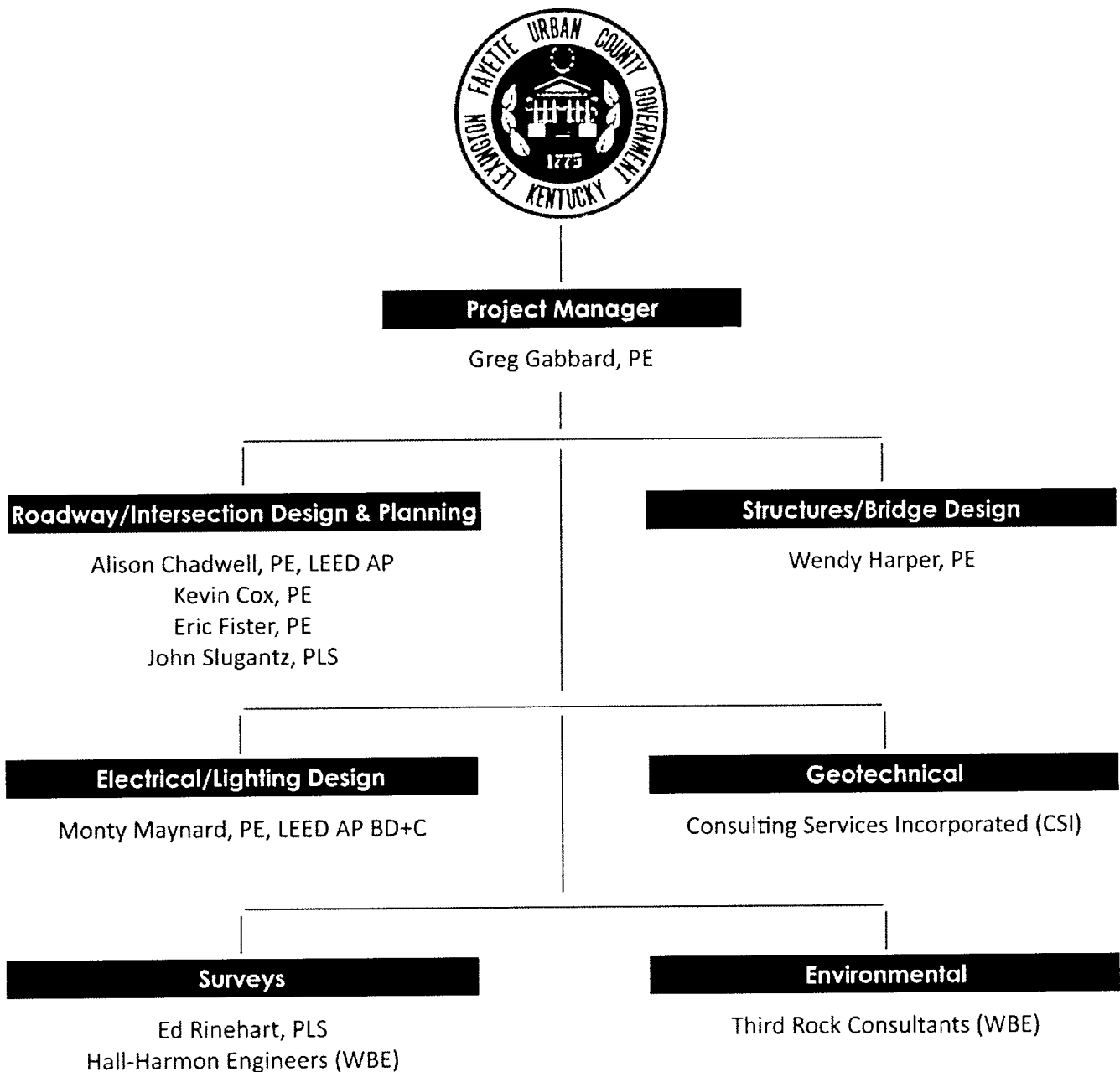
Third Rock Consultants, LLC, is a certified woman-owned business enterprise (WBE) with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee. Established in 2000, Third Rock is recognized as a leading environmental firm in the region, achieving this distinction through a combination of superior technical skills and commitment to meeting our clients' needs. Third Rock's services have long included environmental engineering design, biological and ecological analyses, environmental permitting and mitigation, and NEPA documentation, but we are proud to announce that we now offer construction management and landscape architecture services as well.

Consulting Services Incorporated, a designated Small Business by the SBA, is locally owned and headquartered in Lexington with 42 employees. The firm's staff of professionals have over 300 years of combined experience in the geotechnical, construction and materials engineering, testing and IBC special inspection fields. CSI provides the following geotechnical and engineering services: geotechnical exploration/soils reports; site assessments for permitting/civil design; pavement studies and design; site specific seismic studies for International Building Code (IBC); geophysical studies; and soil and rock drilling/sampling. CSI's in-house materials laboratory is AASHTO (AMRL/AAP R-18), US Army Corp of Engineers and Kentucky Transportation Cabinet certified to provide testing for concrete, soils, aggregates, masonry, asphalt and steel.

Project Team

For this contract, we have carefully selected a number of GRW staff members based on their related experience and expertise in the various services required. An organizational chart illustrating GRW team members, as well as DBE subconsultants, is provided below.

Key project team member resumes are also included in this section. Employee office locations are noted on the resumes. We understand that your selection criteria involves the evaluation of team members' relevant work within the last five years; therefore, the year of project completion is listed at the end of each project example provided on GRW's resumes.



Greg Gabbard, PE, LSIT

GRW Project Manager



Office Location: Lexington **Years of Experience/Years with GRW:** 28/18

Education

B.S., Civil Engineering, 1986, University of Kentucky

Registration

Professional Engineer: KY, WV, GA, OH Licensed Surveyor in Training: KY

Professional Affiliations and Training

ODOT Traffic Academy Certification: Right-of Way Plan Development

Qualifications and Similar Project Experience

Mr. Gabbard is a Senior Highway Engineer and Project Manager at GRW. His responsibilities include all highway design elements, survey coordination and client communication. He leads the design team and makes the critical decisions for geometrics, drainage, right of way, traffic control, pavement design, utilities, etc. Mr. Gabbard has corresponded with various local, state, and federal clients to ensure complete and timely delivery of the desired product. A few of his projects include:

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Project Manager. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Closely coordinated with the LFUCG Division of Engineering and the Kentucky Department of Highways, the project reduces congestion and improves safety and includes a typical three-lane urban roadway section with bicycle lanes, sidewalks and handicap ramps; center two-way left turn lane and additional travel lanes and right turn lanes; curb and gutters, and roadway drainage primarily via storm sewers. Included field data collection and survey work. (2015)

Lexington Polo Club Boulevard Connection, Lexington, KY - Project Manager. Survey and final design services for connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. Project, including 200'-long, double 8' x 4' box culvert, new curb/gutter and landscaping enhancements, will complete critical section of boulevard roadway system. (2014)

Versailles Crossfield Drive Extension, Versailles, KY - Project Manager. Corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion and create opportunities for infill development. Documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents. (2012)

Kentucky Transportation Cabinet U.S. 27, Garrard County, KY - Project Manager. Design for Phase I of 6 alternate alignments for improvement of 5.2 miles of the US 27 corridor through gently to steeply rolling hills within Garrard County, involving over 300 parcels researched for right of way assessment for four lanes with a 40' depressed median. Involved consideration of a Civil War Site, Camp Dick Robinson, in determining a Preferred Alternate. (2012)

Kentucky Transportation Cabinet KY 69 Relocation, Hawesville, KY - Project Manager. Phase 1 design plan to provide new 0.8-mile route for heavy truck traffic and congestion out of downtown Hawesville. Proposed improvements consist of a new rural and urban route developed with a design speed of 45 and 35 mph, respectively. Shoulder width was reduced width from 12' (10' paved) to 8' (6' paved) as a practical solution, increasing safety, and reducing construction and right of way costs. A 6.0% mainline grade was recommended to maximize safety, particularly considering the anticipated truck traffic. (2008)

Alison Chadwell, PE, LEED AP

GRW Transportation Engineer



Office Location: Lexington

Years of Experience/Years with GRW: 12/9

Education

B.S., Civil Engineering, 2003, University of Kentucky

Registration

Professional Engineer: KY

Licensed Surveyor in Training: KY

LEED Accredited Professional

Qualifications and Similar Project Experience

Ms. Chadwell has more than a decade of experience and is proficient with AutoCAD, SurvCAD, StormCAD, WaterCAD, Heastod Method's products, and SEDCAD 4. A few of her relevant projects include:

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Project Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Closely coordinated with the LFUCG Division of Engineering and the Kentucky Department of Highways, the project reduces congestion and improves safety and includes a typical three-lane urban roadway section with bicycle lanes, sidewalks and handicap ramps; center two-way left turn lane and additional travel lanes and right turn lanes; curb and gutters, and roadway drainage primarily via storm sewers. Included field data collection and survey work. (2015)

Lexington Polo Club Boulevard Connection, Lexington, KY - Project Engineer. Survey and final design services for connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. Project, including 200'-long, double 8' x 4' box culvert, new curb/gutter and landscaping enhancements, will complete critical section of boulevard roadway system as envisioned in Lexington-Fayette Urban County Planning Commission Expansion Area Master Plan. (2014)

Versailles Crossfield Drive Extension, Versailles, KY - Project Engineer. Corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion and create opportunities for infill development. Project included coordination with existing and proposed adjacent land uses, the City of Versailles, the land owners, and the Kentucky Transportation Cabinet. Project affects major intersections of the two main arterials and includes a stream crossing and associated environmental permitting. Documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents. (2012)

McDonalds Site Evaluation and Design, Frankfort, KY - Project Manager. Site development plans for new restaurant. Pervious pavement and rain gardens were utilized in design to minimize stormwater impact to adjacent properties. (2011)

The J.M. Smucker Company Drop Lot Site Improvements, Lexington, KY - Project Manager. Site analysis and design services for paving gravel drop lot at The J.M. Smucker Company's JIF plant in Lexington, KY. Study portion included hydraulic analysis to determine if stormwater conveyance system and detention pond would have capacity required for paved drop lot area. Subsequent site and paving design of asphalt pavement cap provided solution to dust issues at plant which posed a potential contaminant to food processing facility. (2013)

Kevin Cox, PE

GRW Transportation Engineer



Office Location: Lexington

Years of Experience/Years with GRW: 22/16

Education

B.S., Civil Engineering, 1992, University of Kentucky

Registration

Professional Engineer: IN, KY, TN, VA

Professional Affiliations and Training

American Society of Civil Engineers

Kentuckians for Better Transportation

Indiana DOT Certificate of Completion, Right of Way Plan Development

Qualifications and Similar Project Experience

Mr. Cox has 22 years of experience in the civil and transportation engineering fields. He has used Intergraph MicroStation, InRoads, Highway Capacity Software (HCS), HEC-1, HEC-RAS, Storm CAD, Flow Master, Culvert Master, HYDRAIN and KTDID in his civil engineering designs. His experience includes:

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY – Project Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Closely coordinated with the LFUCG Division of Engineering and the Kentucky Department of Highways, the project reduces congestion and improves safety and includes a typical three-lane urban roadway section with bicycle lanes, sidewalks and handicap ramps; center two-way left turn lane and additional travel lanes and right turn lanes; curb and gutters, and roadway drainage primarily via storm sewers. Included field data collection and survey work. (2015)

Versailles Crossfield Drive Extension, Versailles, KY – Project Engineer. Corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion and create opportunities for infill development. Documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents. (2012)

Kentucky Transportation Cabinet Flemingsburg Bypass Extension, Flemingsburg, KY – Project Engineer. Design of extension of a bypass roadway to divert traffic away from downtown and improve connection between KY 11 and KY 57 (Flemingsburg to Tollesboro), continuing the bypass as a 2-lane highway with full-width shoulders. Involved horizontal and vertical alignment, preliminary drainage design, maintenance of traffic, and construction cost estimates. (2013)

Kentucky Transportation Cabinet U.S. 27, Garrard County, KY – Project Engineer. Design for Phase I of 6 alternate alignments for improvement of 5.2 miles of the US 27 corridor through gently to steeply rolling hills within Garrard County, involving over 300 parcels researched for right of way assessment for four lanes with a 40' depressed median. Involved consideration of a Civil War Site, Camp Dick Robinson, in determining a Preferred Alternate. (2012)

Kentucky Transportation Cabinet AA Highway Widening, Mason County, KY – Project Engineer. Design for Phase I and Phase 2 widening of 4.5 mile section of AA Highway from two to five lanes from the new Maysville Bridge approach intersection west to KY 10 near Fernleaf. Approach roads were designed to provide the most efficient and "sight-distance friendly" intersection conditions possible. Design plans included the outlet end extension of a 7'x7' box culvert. (2014)

Eric Fister, PE

GRW Transportation Engineer



Office Location: Lexington

Years of Experience/Years with GRW: 13/13

Education

B.S., Civil Engineering, 1997, University of Kentucky

Registration

Professional Engineer: KY

Qualifications and Similar Project Experience

Mr. Fister has more than 13 years of experience in civil engineering and highway design. As project engineer and manager for various projects, his responsibilities include designing horizontal and vertical alignments, drainage, entrances, erosion control, and pavement, working closely with highway engineers and other lead designers to actively produce timely and quality designs. His experience includes:

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Project Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Closely coordinated with the LFUCG Division of Engineering and the Kentucky Department of Highways, the project reduces congestion and improves safety and includes a typical three-lane urban roadway section with bicycle lanes, sidewalks and handicap ramps; center two-way left turn lane and additional travel lanes and right turn lanes; curb and gutters, and roadway drainage primarily via storm sewers. Included field data collection and survey work. (2015)

Versailles Crossfield Drive Extension, Versailles, KY - Project Engineer. Corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion and create opportunities for infill development. Project affects major intersections of the two main arterials and includes a stream crossing and associated environmental permitting. Documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents. (2012)

Kentucky Transportation Cabinet KY 69 Relocation, Hawesville, KY – Project Engineer. Phase 1 design plan to provide new 0.8-mile route for heavy truck traffic and congestion out of downtown Hawesville. Proposed improvements consist of a new rural and urban route developed with a design speed of 45 and 35 mph, respectively. Shoulder width was reduced width from 12' (10' paved) to 8' (6' paved) as a practical solution, increasing safety, and reducing construction and right of way costs. A 6.0% mainline grade was recommended to maximize safety, particularly considering the anticipated truck traffic. (2008)

Kentucky Transportation Cabinet U.S. 27, Garrard County, KY – Project Engineer. Design for Phase I of 6 alternate alignments for improvement of 5.2 miles of the US 27 corridor through gently to steeply rolling hills within Garrard County, involving over 300 parcels researched for right of way assessment for four lanes with a 40' depressed median. Involved consideration of a Civil War Site, Camp Dick Robinson, in determining a Preferred Alternate. (2012)

Kentucky Transportation Cabinet AA Highway Widening, Mason County, KY – Project Engineer. Design for Phase I and Phase 2 widening of 4.5 mile section of AA Highway from two to five lanes from the new Maysville Bridge approach intersection west to KY 10 near Fernleaf. Approach roads were designed to provide the most efficient and "sight-distance friendly" intersection conditions possible. Design plans included the outlet end extension of a 7'x7' box culvert. (2014)

John Slugantz, PLS

GRW Sr. Highway Designer



Office Location: Lexington

Years of Experience/Years with GRW: 33/30

Education

A.S., Civil Engineering Technology, 1984, Lexington Community College

Registration

Professional Surveyor: KY

Qualifications and Similar Project Experience

With more than three decades of experience, Mr. Slugantz has extensive knowledge of the Kentucky Department of Highways Design and Drainage Manuals and Memorandums, the Standard Drawings, AASHTO guidelines, KYCOGO, and KTDID. Mr. Slugantz utilizes CADD applications to the fullest extent possible and has been instrumental in the development of GRW's standard procedures regarding the setup and management of each highway project's KYCOGO and CADD files. He has developed the construction drawings for many "standard" structures utilizing Intergraph Microstation. These have included I-beam and box beam bridges and culverts. A few of his projects include:

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Sr. Highway Designer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Closely coordinated with the LFUCG Division of Engineering and the Kentucky Department of Highways, the project reduces congestion and improves safety and includes a typical three-lane urban roadway section with bicycle lanes, sidewalks and handicap ramps; center two-way left turn lane and additional travel lanes and right turn lanes; curb and gutters, and roadway drainage primarily via storm sewers. Included field data collection and survey work. (2015)

Kentucky Transportation Cabinet KY 69 Relocation, Hawesville, KY - Sr. Highway Designer. Phase 1 design plan to provide new 0.8-mile route for heavy truck traffic and congestion out of downtown Hawesville. Proposed improvements consist of a new rural and urban route developed with a design speed of 45 and 35 mph, respectively. Shoulder width was reduced width from 12' (10' paved) to 8' (6' paved) as a practical solution, increasing safety, and reducing construction and right of way costs. A 6.0% mainline grade was recommended to maximize safety, particularly considering the anticipated truck traffic. (2008)

Lexington Polo Club Boulevard Connection, Lexington, KY - Sr. Highway Designer. Survey and final design services for connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. Project, including 200'-long, double 8' x 4' box culvert, new curb/gutter and landscaping enhancements, will complete critical section of boulevard roadway system. (2014)

Kentucky Transportation Cabinet AA Highway Widening, Mason County, KY - Sr. Highway Designer. Design for Phase I and Phase 2 widening of 4.5 mile section of AA Highway from two to five lanes from the new Maysville Bridge approach intersection west to KY 10 near Fernleaf. Approach roads were designed to provide the most efficient and "sight-distance friendly" intersection conditions possible. Design plans included the outlet end extension of a 7'x7' box culvert. (2014)

Kentucky Transportation Cabinet U.S. 27, Garrard County, KY - Sr. Highway Designer. Design for Phase I of 6 alternate alignments for improvement of 5.2 miles of the US 27 corridor through gently to steeply rolling hills within Garrard County, involving over 300 parcels researched for right of way assessment for four lanes with a 40' depressed median. Involved consideration of a Civil War Site, Camp Dick Robinson, in determining a Preferred Alternate. (2012)

List of Clients

These references may be contacted to verify the quality of our work and their satisfaction with our performance. GRW believes performance is best measured from the client's perspective. With repeat clients, such as the Lexington-Fayette Urban County Government, the Kentucky Transportation Cabinet and others, providing more than 90 percent of GRW's current workload, we believe this is a testament to our business philosophy of providing high-quality, close, personal service.

Lexington-Fayette Urban County Government

- Liberty/Todds Road (KY 1927) Section 2
- Polo Club Boulevard Connection

Keith Lovan, Municipal Engineer Senior
(859) 258-3478 | klovan@lexingtonky.gov

Boone County Public Works

- Cayton Road Extension

Gregory Sketch, Director of Public Works
(859) 334-3600 | GSketch@boonecountky.gov

City of Hodgenville, KY

- Downtown Revitalization/Roundabout (ACEC Engineering Excellence Honor Award)
- College Street Drainage Basin Stormwater Improvements

Terry Cruse, Mayor
(270) 358-3832 | hville@windstream.net

City of Jeffersontown, KY

- Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II
- Bluegrass Commerce Park Infrastructure Improvements

Matt Meunier, Assistant to the Mayor
(502) 267-8333 | mmeunier@jeffersontownky.com

Kentucky Transportation Cabinet, District 5

- Hurstbourne Parkway, Bardstown to Fern Valley Roads (Project of the Year Award, Transportation Category, American Public Works, Kentucky Chapter)
- Hurstbourne Parkway, Linn Station Road to Timberwood Circle
- Hurstbourne Parkway at Shelbyville Road Improvements

Matt Bullock, Chief District Engineer
(502) 210-5400 | matt.bullock.ky.gov

City of Versailles, KY

- Crossfield Drive Extension
- Bart Miller, Public Works Director
(859) 873-2245 | bmillier@cityhall.versaillesky.com

City of Murray, KY

- Murray-Calloway County Middle School Safe Routes to School Sidewalks
- Peyton Mastera, Project Administrator
(270) 762-0350 | Peyton.Mastera@murrayky.gov

Federal Bureau of Prisons

- Yazoo City U.S. Penitentiary and Satellite Camp Roadways and Bridge
- Jody Smith, Project Manager
(202) 514-6456 | jsmith@bop.gov

City of St. Albans, WV*

- St. Albans Streetscape Phases I-IV
- Dick Callaway, Mayor
(304) 727-2971 | samayor@suddenlinkmail.com

West Virginia Division of Highways*

- Meadow River Trail
- Shepherdstown Pedestrian Bicycle Trail
- L&R Trail Phase II
- Chesapeake Sidewalk Project Phase II

Ryan C. Burns, Program Manager
(304) 558-9297 | Ryan.c.burns@wv.gov

City of Lewisburg, WV*

- L&R Trail Phase I
 - Lewisburg Sidewalk Phase II
- John Manchester, Mayor
(304) 645-2080 | jmanchester@lewisburg-wv.com

**Reference for Chapman Technical Group, a wholly-owned subsidiary of GRW*

Similar Projects

This section highlights a few recent examples of GRW's accomplishments with projects similar to yours.

Lexington Liberty/Todds Road (KY 1927) Section 2

GRW provided design services for the widening of Section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. The 1.6-mile section is being widened to three lanes, including bicycle lanes, sidewalks and handicap ramps, to reduce congestion and improve safety. The center two-way left turn lane will provide storage for left turn movements throughout the corridor and additional travel lanes and right turn lanes will also be provided where possible at congested areas and major intersections. The existing two-lane bridge over I-75 will be replaced with a five-lane PCI-beam bridge. Curb and gutters will be utilized and roadway drainage will primarily be accommodated in storm sewers. This approach allows the majority of the proposed work to be conducted within the existing right of way. Approximately 77 properties exist along the project corridor, and almost all required right-of-way acquisition and/or temporary easements.

This project also includes a large stream crossing that discharges across the Andover Country Club golf course. Coordination with LFUCG and the KYTC Drainage Division revealed the existing structure and the preliminary design structure were severely undersized. Careful consideration of floodplain issues as well as and construction impacts and aesthetics resulted in selection of a precast concrete arch structure that blends well with its suburban surroundings.

Project Cost: \$9,500,000 **Completion Date:** 2015

Key Team Members: Greg Gabbard, Kevin Cox, Eric Fister, Alison Chadwell, John Slugantz, Matt Craig, Lisa Vagts, Wendy Harper, Mary Beth Robson

Lexington Polo Club Boulevard Connection

GRW is providing survey and final design services for the connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. The work is being done in close coordination with the LFUCG Division of Engineering and the Kentucky Department of Highways.

This project, including a new 200-long, double 8' x 4' box culvert, curb/gutter and landscaping enhancements, will complete a critical section of a boulevard roadway system as envisioned in the Lexington-Fayette Urban County Planning Commission Expansion Area Master Plan. The first segment involves the intersection with Deer Haven Lane, while the second segment entails the extension of Polo Club to Todds Road along with a suitable connection. The recent announcement by Fayette County Public Schools to open an elementary school in this neighborhood in August 2015 offers considerable incentive to complete these two missing segments of Polo Club Boulevard as soon as possible.

GRW provided conventional field work alongside state-of-the-art LiDAR survey techniques to expedite the mapping delivery. The final engineering design for the two remaining sections of Polo Club Boulevard includes careful establishment of appropriate geometry to tie into the existing roadway and make the most of what has already been built. Spotty existing sidewalk construction will be connected throughout with the application of current ADA standards. Existing utilities have been investigated and mapped to minimize impacts.

This project also includes a large stream crossing at Deer Haven that is surrounded by an area of potential wetland. It is anticipated that a precast structure can be used to minimize impacts to the environment and blend with the local surroundings.

Project Cost: \$1,800,000 **Completion Date:** 2014

Key Team Members: Greg Gabbard, Alison Chadwell, Mary Beth Robson, John Slugantz

Versailles Crossfield Drive Extension

GRW completed corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve congestion at the nearby intersection and create opportunities for infill development at this gateway to the City. The project included coordination with existing and proposed adjacent land uses, the City of Versailles, the land owners, and the Kentucky Transportation Cabinet. The project affects major intersections of the two main arterials south of Versailles and includes a stream crossing and associated environmental permitting. The project documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents, construction administration and inspection.

Project Cost: \$2,000,000

Completion Date: 2012

Key Team Members: Alison Chadwell, Kevin Cox, Eric Fister, Greg Gabbard, Mary Beth Robson

Hodgenville Downtown Revitalization

GRW designed a fast-track project renovating the town square to improve traffic flow and increase safety for residents and visitors while maintaining the historical integrity of the town square. The project involved improvements to the central square area of downtown Hodgenville, which is a National Register Historic District, through the design of a roundabout to ease traffic flow and allow visitors to safely visit a monument to Abraham Lincoln at its center. The use of a roundabout, which is a transportation feature not commonly found in the United States, went beyond the typical design to encompass parking areas, splitter islands as crosswalks, all to ensure the safety of both pedestrians and vehicles. Features included signage, parking, brick paver fields, lighting, underground utilities installation (water, sanitary and storm sewer, and electric) and surface drainage. The entire project, including street lights, was designed in accordance with KTC standards since both intersecting roads are state highways. GRW also provided construction administration and inspection services.

This project received an Engineering Excellence Honor Award from the American Council of Engineering Companies of Kentucky.

Project Cost: \$1,117,633

Completion Date: 2007

Key Team Members: Kevin Cox, Monty Maynard

Hurstbourne Parkway, Bardstown to Fern Valley Roads

For this KTC District 5 project, GRW provided the preliminary and final design, and environmental services for the extension of Hurstbourne Parkway from Bardstown Road to Fern Valley Road. It was designed as an urban arterial with a design speed of 80 km/h. To achieve a landscaped parkway effect, a 12-meter raised median was constructed. A 4-lane initial/6-lane ultimate typical section was developed with a 3-meter border; 0.7 meter shared bicycle path was also provided. In addition to the Parkway, GRW designed the realignment and/or improvements to five approaches totaling 2.24 kilometers. Major intersections include Poplar Level Road, Fegenbush Lane, and Bardstown Road.

GRW coordinated the environmental analysis; and completed the analysis of all drainage requirements (culverts, storm sewers, ditches, etc.) and a hydraulic/floodway analysis of the twin 3-span bridge crossing of Fern Creek. Field surveys, which included running control and locating utilities, were also accomplished by GRW.

This project received the Project of the Year Award, Transportation Category from the American Public Works, Kentucky Chapter.

Project Cost: \$25,000,000

Completion Date: 2005

Key Team Members: Greg Gabbard, Kevin Cox, John Slugantz

Local Office

As shown in Attachment 1, GRW and all of our proposed subconsultants have headquarters in Lexington, KY, and 100 percent of the work will be performed by staff in Lexington.

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	Lexington, KY	6/22/1964	143	12
Local Office	Lexington, KY	6/22/1964	143	12
PM Location	Lexington, KY			
SubConsultants				
Name:	Hall-Harmon Engineers	Aug. 1994	7	7, if needed
Service Provided	Civil Eng. & Surveying			
Headquarters	Lexington, KY	Aug. 1994	7	7, if needed
Local Office	Lexington, KY	Aug. 1994	7	7, if needed
Name:	Third Rock Consultants	1/1/2001	26	5
Service Provided	Environmental			
Headquarters	Lexington, KY	1/1/2001	24	5
Local Office	Lexington, KY	1/1/2001	24	5
Name:	Consulting Services, Inc.	2009	43	9
Service Provided	Geotechnical			
Headquarters	Lexington, KY	2009	31	9
Local Office	Lexington, KY	2009	31	9

Notes:

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

Disadvantaged Business Enterprise (DBE) Involvement

GRW understands and agrees with LFUCG's 10% MWDBE goal. For this contract, we propose to use the certified WBE subconsultants Hall-Harmon Engineers and Third Rock Consultants to meet your goals.



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 13-2014

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Hall-Harmon Engineers 1081 Dove Run Rd, Ste 203 Lexington, KY 40502 (859) 269-3150 Kitty.Hall-Harmon@HHEnet.com	Surveying	TBD	5%
2. Third Rock Consultants, LLC 2526 Regency Rd, Ste 180 Lexington, KY 40503 859.977.2000 akerley@thirdrockconsultants.com	Environmental	TBD	5%
3.			
4.			

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

GRW _____

Company

March 25, 2014 _____

Date

Company Representative

President _____

Title

SECTION 3.0

**Contract 4 –
Structures or
Bridge Design**

3.0 Contract 4: Structures or Bridge Design

Firm Qualifications

GRW was founded in 1965 by Mr. G. Reynolds Watkins to provide professional design services to federal, state, municipal and private industry clients. Today GRW has grown to become a full-service engineering, architectural and geospatial services firm with a staff of more than 250 professionals and offices in Kentucky, Indiana, Ohio, Tennessee and West Virginia. Watkins' insistence on technical excellence and personal service lives on as the guiding principle at GRW. **This dedication to service has resulted in repeat clients providing 90 percent of GRW's current workload.**

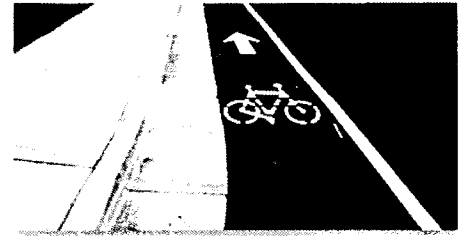
GRW offers comprehensive technical expertise for all types of infrastructure from concept design through construction administration and inspection. **Our wide range of professional services includes:**

- Transportation Engineering
- Civil/Site Engineering
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Water, Wastewater and Stormwater System Engineering
- Architecture
- Landscape Architecture
- Master Planning
- Aerial Mapping and Surveying
- Geographic Information Services
- GPS and Conventional Surveying
- LiDAR (Aerial, Mobile, and Terrestrial)
- Construction Administration and Resident Project Representation (Inspection)
- Cost Estimating
- Sustainable Design

Experienced with a variety of transportation projects, GRW has completed large roadway and bridge construction projects and federal aid-funded Local Public Agency projects, such as multi-use trails and sidewalks. Our Kentucky Transportation Cabinet experience includes the design of hundreds of miles of streets, roads, and highways, as well as associated sidewalks, bike lanes, and over the past dozen years, GRW has completed more than \$300,000,000 in transportation projects.

Partial Experience Summary for Structures or Bridge Design

- Liberty/Todds Road (KY 1927) Section 2 with 5-lane PCI-beam Bridge, Lexington, KY
- Floyd's Fork Wastewater Treatment Plant Access Road and Bridge, Louisville, KY
- Indiana DOT State Route 5 Structure Replacement, Huntington County, IN
- Indiana Gateway Industrial Park Martindale Creek Drainage Improvements (with con-span arch bridge), Wayne County, IN



GRW is KYTC-prequalified in 17 categories including:

- Structural Design (Spans under 500')
- Urban Roadway Design
- Rural Roadway Design
- Traffic Engineering
- Road Centerline Data Collection
- Highway Planning
- Pedestrian and Bicycle Facility Planning & Design
- Electrical Engineering Roadway Lighting
- Highway Noise
- EIS Writing & Coordination
- Construction Project Supervision
- Surveying



- New 5-Lane Arterial and Collector Streets with Single-span and Two 3-span Bridges, Corbin, KY
- Georgetown Bypass with Two Level 2 Twin, Prestressed I-beam Bridges and Two Box Culverts, Georgetown, KY
- Southwest Bypass with Twin 3-span Bridges and Three Box Culverts, Hopkinsville, KY
- I71/KY 393 Interchange with 2-span Bridge and Two Box Culvert Extensions, Oldham County, KY
- U.S. 127 with 6-span, Modified Type IV PCI Beam Bridge, Owen County, KY
- U.S. 62 with 5-span, PCI Beam Bridge, Nelson County, KY



Subconsultants

Hall-Harmon Engineers, Inc. (HHE) is a Lexington, Kentucky firm specializing in civil engineering and land surveying with major emphasis in transportation facilities, site development, site utilities and land surveying. HHE has extensive experience with providing engineering design and surveying services on various types of projects for the Lexington-Fayette Urban County Government (LFUCG) as both prime consultant and as a subconsultant which include surveying, roadway design, bike lane/trail design, storm water and sanitary sewer design in addition to being very familiar with LFUCG Practices and Policies, Standard Drawings and Infrastructure Manuals. HHE – a **certified DBE/WBE** with Kentucky Transportation Cabinet (KYTC) for the past fifteen years – is prequalified with KYTC to perform the following services: Rural Roadway Design, Urban Roadway Design, Surveying, Pedestrian and Bicycle Facility Planning & Design, Airport Design, Airport Master Planning, and UST & HAZMAT Site Analysis / Preliminary Site Assessment.

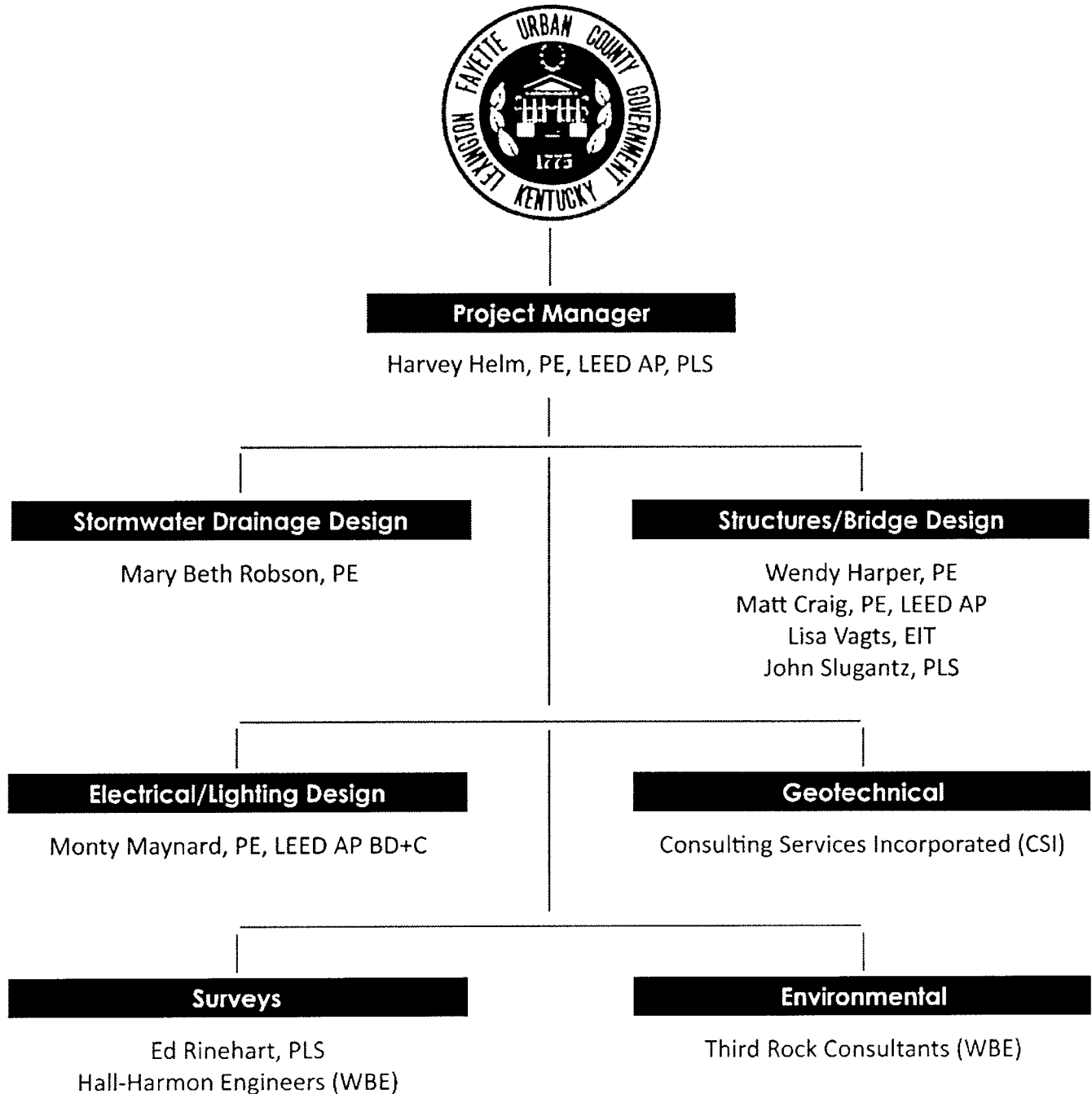
Third Rock Consultants, LLC, is a certified woman-owned business enterprise (WBE) with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee. Established in 2000, Third Rock is recognized as a leading environmental firm in the region, achieving this distinction through a combination of superior technical skills and commitment to meeting our clients' needs. Third Rock's services have long included environmental engineering design, biological and ecological analyses, environmental permitting and mitigation, and NEPA documentation, but we are proud to announce that we now offer construction management and landscape architecture services as well.

Consulting Services Incorporated, a designated Small Business by the SBA, is locally owned and headquartered in Lexington with 42 employees. The firm's staff of professionals have over 300 years of combined experience in the geotechnical, construction and materials engineering, testing and IBC special inspection fields. CSI provides the following geotechnical and engineering services: geotechnical exploration/soils reports; site assessments for permitting/civil design; pavement studies and design; site specific seismic studies for International Building Code (IBC); geophysical studies; and soil and rock drilling/sampling. CSI's in-house materials laboratory is AASHTO (AMRL/AAP R-18), US Army Corp of Engineers and Kentucky Transportation Cabinet certified to provide testing for concrete, soils, aggregates, masonry, asphalt and steel.

Project Team

For this contract, we have carefully selected a number of GRW staff members based on their related experience and expertise in the various services required. An organizational chart illustrating GRW team members, as well as DBE subconsultants, is provided below. Key project team member resumes, including office locations, are also included in this section.

Key project team member resumes are also included in this section. Employee office locations are noted on the resumes. We understand that your selection criteria involves the evaluation of team members' relevant work within the last five years; therefore, the year of project completion is listed at the end of each project example provided on GRW's resumes.



Harvey Helm, PE, LEED AP, PLS

GRW Project Manager



Office Location: Lexington

Years of Experience/Years with GRW: 40/40

Education

B.S., Civil Engineering, 1977, University of Kentucky

Registration

Professional Engineer: KY, KS, TN, IN, OH, MS, GA, NC, MI, AL, AR, WV

LEED Accredited Professional, Building Design + Construction

Professional Land Surveyor: KY

Certified Professional in Erosion and Sediment Control

Qualifications and Similar Project Experience

With four decades of experience in the design and construction management of transportation projects, Mr. Helm has accomplished several projects for the Kentucky Department of Transportation and the Lexington-Fayette Urban County Government. A few of these projects include:

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Sr. Project Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Closely coordinated with the LFUCG Division of Engineering and the Kentucky Department of Highways, the project reduces congestion and improves safety and includes a typical three-lane urban roadway section with bicycle lanes, sidewalks and handicap ramps; center two-way left turn lane and additional travel lanes and right turn lanes; curb and gutters, and roadway drainage primarily via storm sewers. Included field data collection and survey work. (2015)

Versailles Crossfield Drive Extension, Versailles, KY - Principal. Corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion and create opportunities for infill development. Documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents. (2012)

Lexington Polo Club Boulevard Connection, Lexington, KY - Principal. Survey and final design services for connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. Project, including new 200-long, double 8' x 4' box culvert, curb/gutter and landscaping enhancements, curb/gutter and landscaping enhancements, will complete critical section of boulevard roadway system as envisioned in Lexington-Fayette Urban County Planning Commission Expansion Area Master Plan. (2014)

Murray-Calloway County Middle School Safe Routes to School Sidewalks, Murray, KY - QA/QC. Planning, design and construction administration services for sidewalk construction as part of Safe Routes to School program. Included approximately 7,000 LF of 5-foot wide sidewalk along with numerous crosswalks, drainage improvements and all required permitting. (2010)

Hodgenville Downtown Revitalization, Hodgenville, KY - Project Manager. Fast-track design and construction administration services for pedestrian-friendly traffic roundabout (encompassing the city's Abraham Lincoln monument) and renovation of historic town square near Abraham Lincoln's birthplace, in preparation for the Lincoln Bicentennial Celebration. Included signage, parking, brick paver fields, lighting, underground utilities installation (water, sanitary and storm sewer, and electric) and surface drainage. Provided improved traffic flow, increased pedestrian safety, and increased visibility and accessibility for local businesses. (2007)

Wendy Harper, PE

GRW Structural Engineer



Office Location: Lexington

Years of Experience/Years with GRW: 13/<1

Education

M.S., Civil Engineering, 2003, University of Kentucky

B.S., Civil Engineering, 2000, West Virginia Institute of Technology

Registration

Professional Engineer: KY, OH, WV

Professional Affiliations and Training

Steel Bridge Design Using AASHTO LRFD Bridge Design Specifications

Load and Resistance Factor Design (LRFD) Bridge Design Training, presented by WVDOT and ACEC

Practical Highway Hydrology, presented by the National Highway Institute

Load and Resistance Factor Design (LRFD) Training Courses sponsored by ODOT

NCEES Certified Model Law Engineer

Qualifications and Similar Project Experience

Ms. Harper has more than a decade of experience with the design and plan production of welded steel plate girders, prestressed I-beams, concrete abutments, and piers founded on piles and drilled shafts. She has experience with Leap Software, including Conspan, RC Pier and Geomath, for standard and non-standard design, and is also proficient with the following design software: L-Pile, MDX, PCA Column, GT Strudl, BARS and MathCAD. A few of her projects include:

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Structural Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Project includes replacement of existing two-lane bridge over I-75 with a five-lane PCI-beam bridge. (2015)

Midtown Tunnel Project, Norfolk and Portsmouth, VA - Assisted with design and plan production for I-264 Ramp Bridge over Frederick Boulevard. Included design of full-height abutments on prestressed concrete piles, utilizing EPS backfill to reduce pile loads. (2013)

I-395 High Occupancy Vehicle Ramp, Alexandria VA - Design Engineer responsible for checking existing substructure units of Seminary Road Bridge. Assisted with preliminary design for 7-span, I-395 Ramp Bridge and a pedestrian bridge. (2013)

US 231 over I-65, Warren County KY - Project Engineer responsible for design and plan production for single point urban interchange (SPUI) structure. The 225 foot wide skewed structure is a two-span prestressed I-beam bridge founded on piles. (2011)

I-75 Downtown Dayton Sub-Corridor, Dayton, OH - Project Engineer responsible for development of Bridge Type Study and Stage 1 submittals for 930-foot-long South River Bridge carrying Interstate 75 traffic over the Great Miami River. (2010)

North-South Corridor Project/Milwaukee, WI - Project Engineer responsible for design and plan production for four bridge portions of project. 27th Street northbound and southbound over I-94 is a four-span prestressed concrete I-beam bridge supported on stub abutments and concrete piers supported on drilled shafts. The Airport Spur over I-94 is a two-span prestressed concrete bridge supported on full height abutments and piers supported by driven piles. (2009)

Matthew Craig, PE, SE, LEED AP

GRW Structural Engineer



Office Location: Lexington **Years of Experience/Years with GRW:** 24/6

Education

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

Registration

Professional Engineer: AL, FL, GA, IN, KY, LA, MD, MI, MN, MO, MS, NC, OH, PA, SC, TN, TX, VA, WI
Licensed Structural Engineer: IL
LEED Accredited Professional

Professional Affiliations and Training

Structural Engineers Association of Kentucky (SEAOK), Past President

Qualifications and Similar Project Experience

With more than 24 years of experience, Mr. Craig's technical experience includes structural steel, foundation design, reinforced concrete, and code compliance. His relevant experience includes:

Yazoo City U.S. Penitentiary and Satellite Camp Bridge, Yazoo City, MS - Structural Engineer. Design of 40-foot long, 28-foot wide modular precast vehicle bridge in accordance with latest AASHTO bridge specification including the newer HL-93 LRFD loading. Foundations were 16-inch square precast concrete piles driven to about 55-foot embedment in alluvial clay in former flood plain. Pile specification included analyzing a number of test piles using Pile Driving Analyzer (PDA) equipment and software to determine proper embedment depth for all piles; pile design was coordinated with dimensions. Bridge superstructure was all modular precast concrete members including pile caps and wing walls. (2012)

Nicholasville Signalization Replacement Project, Nicholasville, KY - Structural Engineer. (2013)

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Structural Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Project includes replacement of existing two-lane bridge over I-75 with a five-lane PCI-beam bridge. (2015)

Lexington Wastewater Wet Weather Storage Tanks, Lexington, KY - Structural Engineer. Design and construction phase services for Phase 1 of multi-phase wet weather storage facility adjacent to LFUCG Town Branch WWTP. Phase 1 involves 22 MG wet weather storage tank. (2016)

Lexington Expansion Area 2A Watershed Pumping Station and Force Mains, Lexington, KY - Structural Engineer. Design for a new 10 MGD pumping station with maximum pumping capacity of 7,400 gpm, screening room, controls room, odor control room, bathroom and mechanical room, with 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers, to serve new development in the area. (2014)

St. Vincent's Hospital Cancer Clinic and Parking Deck, Jacksonville, FL - Structural Engineer and detailing coordinator for design of all precast components of a 7-story parking garage and cancer clinic. Produced structural design and supervised and checked detailing and shop drawing production of over 500 precast components working for the precast manufacturer.

Medical University of South Carolina, Charleston, SC - Performed seismic analysis and designed precast components for 9-deck parking garage.

Lisa Vagts, EIT

GRW Structural Engineer



Office Location: Lexington

Years of Experience/Years with GRW: 5/5

Education

A.A.S., Architectural Technology Major, 2008, Bluegrass Community and Technical College

B.S., Civil Engineering, 2012, University of Kentucky

Registration

Engineer-in-Training: KY

Qualifications and Similar Project Experience

Yazoo City U.S. Penitentiary and Satellite Camp Bridge, Yazoo City, MS - Structural Designer. Design of 40-foot long, 28-foot wide modular precast vehicle bridge in accordance with latest AASHTO bridge specification including the newer HL-93 LRFD loading. Foundations were 16-inch square precast concrete piles driven to about 55-foot embedment in alluvial clay in former flood plain. Pile specification included analyzing a number of test piles using Pile Driving Analyzer (PDA) equipment and software to determine proper embedment depth for all piles; pile design was coordinated with dimensions. Bridge superstructure was all modular precast concrete members including pile caps and wing walls. (2012)

LFUCG Idle Hour North Stormwater Improvements, Lexington, KY - Structural Engineer. Design and construction assistance services for approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall. (2014)

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Structural Designer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Project includes replacement of existing two-lane bridge over I-75 with a five-lane PCI-beam bridge. (2015)

Lexington Expansion Area 2A Watershed Pumping Station and Force Mains, Lexington, KY - Structural Designer. Design for a new 10 MGD pumping station with maximum pumping capacity of 7,400 gpm, screening room, controls room, odor control room, bathroom and mechanical room, with 4,800 LF of 24" force main and 3,600 LF of 48" to 15" gravity sewers, to serve new development in the area. (2014)

Lexington Wastewater Wet Weather Storage Tanks, Lexington, KY - Structural Engineer. Design and construction phase services for Phase 1 of multi-phase wet weather storage facility adjacent to LFUCG Town Branch WWTP. Phase 1 involves 22 MG wet weather storage tank. (2016)

Ft. Knox Warriors in Transition Headquarters Building, Fort Knox, KY - Structural Engineer. Design services (including BIM model) for design-build of new 7,000 SF Warriors in Transition Headquarters Building to meet LEED Silver design criteria. Construction is single-story load bearing masonry with truss roof framing and shingle roofing. (2014)

Pee Dee Electric Cooperative Warehouse, Marion, SC - Structural Designer. Structural engineering services for design/build of new 50,000 SF warehouse. (2013)

Mary Beth Robson, PE

GRW Stormwater Engineer



Office Location: Lexington **Years of Experience/Years with GRW:** 26/9

Education

B.S., Chemical Engineering, 1988, University of Cincinnati
M.S., Environmental Engineering, 1990, University of Notre Dame

Registration

Professional Engineer: KY

Professional Affiliations and Training

Karst Stormwater Management, March 2010
Green Stormwater Management, May 2009
Water Surface Profile Computations using HEC-RAS, 2006

Qualifications and Similar Project Experience

Ms. Robson possesses a thorough knowledge of hydrology and hydraulics which is critical in predicting flooding as well as pollutant discharges. Ms. Robson's related projects include stormwater master plans, stormwater and flood modeling, detention basin analysis, and hydrology studies for water supply and pollutant discharge predictions. She uses HEC-HMS, HEC-RAS, PondPack, StormCad, XpSWMM, TR55 and other hydrology and hydraulic modeling programs.

LFUCG Idle Hour North Stormwater Improvements, Lexington, KY - Project Manager. Design and construction assistance services for approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall. (2014)

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Environmental Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. (2014)

Lexington Polo Club Boulevard Connection, Lexington, KY - Project Engineer. Survey and final design services for connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. Project, including new 200-long, double 8' x 4' box culvert, curb/gutter and landscaping enhancements, new curb/gutter and landscaping enhancements, will complete critical section of boulevard roadway system. (2014)

Lexington Rogers Road Area Flood Mitigation, Lexington, KY - Environmental Engineer. Preparation of an engineering study to examine reoccurring flooding problems (primarily due to the existing storm sewer system having inadequate capacity), evaluate potential solutions and make recommendations. (2013)

Kentucky Transportation Cabinet KY 146 Henry County Phase 1 Reconstruction Floodplain Analysis, Louisville, KY - Environmental Engineer. Floodplain analysis to establish existing floodplain extents for the proposed project. GRW also will conduct a floodplain analysis to determine the effects of the proposed project once the preferred alternate route is selected. HEC RAS software and KYTC Drainage Manual hydrology and hydraulic methods were used. (2013)

Versailles Crossfield Drive Extension, Versailles, KY - Environmental Engineer. Corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion. Project affects major intersections of the two main arterials and includes a stream crossing and associated environmental permitting. (2012)

List of Clients

These references may be contacted to verify the quality of our work and their satisfaction with our performance. GRW believes performance is best measured from the client's perspective. With repeat clients, such as the Lexington-Fayette Urban County Government, the Kentucky Transportation Cabinet and others, providing more than 90 percent of GRW's current workload, we believe this is a testament to our business philosophy of providing high-quality, close, personal service.

Lexington-Fayette Urban County Government

- Liberty/Todds Road (KY 1927) Section 2
- Polo Club Boulevard Connection

Keith Lovan, Municipal Engineer Senior
(859) 258-3478 | klovan@lexingtonky.gov

Boone County Public Works

- Cayton Road Extension

Gregory Sketch, Director of Public Works
(859) 334-3600 | GSketch@boonecountyky.org

City of Hodgenville, KY

- Downtown Revitalization/Roundabout (ACEC Engineering Excellence Honor Award)
- College Street Drainage Basin Stormwater Improvements

Terry Cruse, Mayor
(270) 358-3832 | hville@windstream.net

City of Jeffersontown, KY

- Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II
- Bluegrass Commerce Park Infrastructure Improvements

Matt Meunier, Assistant to the Mayor
(502) 267-8333 | mmeunier@jeffersontownky.com

Kentucky Transportation Cabinet, District 5

- Hurstbourne Parkway, Bardstown to Fern Valley Roads (Project of the Year Award, Transportation Category, American Public Works, Kentucky Chapter)
- Hurstbourne Parkway, Linn Station Road to Timberwood Circle
- Hurstbourne Parkway at Shelbyville Road Improvements

Matt Bullock, Chief District Engineer
(502) 210-5400 | matt.bullock.ky.gov

City of Versailles, KY

- Crossfield Drive Extension

Bart Miller, Public Works Director
(859) 873-2245 | bmiller@cityhall.versaillesky.com

City of Murray, KY

- Murray-Calloway County Middle School Safe Routes to School Sidewalks

Peyton Mastera, Project Administrator
(270) 762-0350 | Peyton.Mastera@murrayky.gov

Federal Bureau of Prisons

- Yazoo City U.S. Penitentiary and Satellite Camp Roadways and Bridge

Jody Smith, Project Manager
(202) 514-6456 | jlsmith@bop.gov

City of St. Albans, WV*

- St. Albans Streetscape Phases I-IV

Dick Callaway, Mayor
(304) 727-2971 | samayor@suddenlinkmail.com

West Virginia Division of Highways*

- Meadow River Trail
- Shepherdstown Pedestrian Bicycle Trail
- L&R Trail Phase II
- Chesapeake Sidewalk Project Phase II

Ryan C. Burns, Program Manager
(304) 558-9297 | Ryan.c.burns@wv.gov

City of Lewisburg, WV*

- L&R Trail Phase I
- Lewisburg Sidewalk Phase II

John Manchester, Mayor
(304) 645-2080 | jmanchester@lewisburg-wv.com

**Reference for Chapman Technical Group, a wholly-owned subsidiary of GRW*

Similar Projects

This section highlights a few recent examples of GRW's accomplishments with projects similar to yours.

Lexington Liberty/Todds Road (KY 1927) Section 2

GRW provided design services for the widening of Section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. The 1.6-mile section is being widened to three lanes, including bicycle lanes, sidewalks and handicap ramps, to reduce congestion and improve safety. The center two-way left turn lane will provide storage for left turn movements throughout the corridor and additional travel lanes and right turn lanes will also be provided where possible at congested areas and major intersections. **The existing two-lane bridge over I-75 will be replaced with a five-lane PCI-beam bridge.** Curb and gutters will be utilized and roadway drainage will primarily be accommodated in storm sewers. This approach allows the majority of the proposed work to be conducted within the existing right of way. Approximately 77 properties exist along the project corridor, and almost all required right-of-way acquisition and/or temporary easements.

This project also includes a large stream crossing that discharges across the Andover Country Club golf course. Coordination with LFUCG and the KYTC Drainage Division revealed the existing structure and the preliminary design structure were severely undersized. Careful consideration of floodplain issues as well as and construction impacts and aesthetics resulted in selection of a precast concrete arch structure that blends well with its suburban surroundings.

Project Cost: \$9,500,000 **Completion Date:** 2015

Key Team Members: Harvey Helm, Greg Gabbard, Eric Fister, Alison Chadwell, John Slugantz, Matt Craig, Lisa Vagts, Wendy Harper, Mary Beth Robson

Yazoo City U.S. Penitentiary and Satellite Camp Bridge

GRW led the design team, in conjunction with Yates/Caddell JV, for the design/build of a men's high-security United States Penitentiary (USP) and minimum-security Federal Prison Camp (FPC) located in Yazoo City, Mississippi. Site work involved earthwork, vehicle bridge, roadways, parking, building pads, and utilities for the 76-acre complex. The project necessitated an early site work package in order to keep the project on schedule.

For the FPC, **GRW designed a 40-foot long, 28-foot wide modular precast vehicle bridge.** The bridge was designed for vehicular traffic in accordance with the latest AASHTO bridge specification including the newer HL-93 LRFD loading. The foundations were 16-inch square precast concrete piles driven to about 55-foot embedment in alluvial clay in a former flood plain. The pile specification included analyzing a number of test piles using Pile Driving Analyzer (PDA) equipment and software to determine the proper embedment depth for all the piles. The pile design was coordinated with the dimensions The superstructure of the bridge was all modular precast concrete members, including the pile caps and wing walls.

Project Cost: Part of \$182,053,325 project **Completion Date:** 2012

Key Team Members: Harvey Helm, Matt Craig, Lisa Vagts

Lexington Polo Club Boulevard Connection

GRW is providing survey and final design services for the connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. The work is being done in close coordination with the LFUCG Division of Engineering and the Kentucky Department of Highways.

This project, including a **new 200-long, double 8' x 4' box culvert**, curb/gutter and landscaping enhancements, will complete a critical section of a boulevard roadway system as envisioned in the Lexington-Fayette Urban County Planning Commission Expansion Area Master Plan. The first segment involves the intersection with Deer Haven Lane, while the second segment entails the extension of Polo Club to Todds Road along with a suitable connection. The recent announcement by Fayette County Public Schools to open an elementary school in this neighborhood in August 2015 offers considerable incentive to complete these two missing segments of Polo Club Boulevard as soon as possible.

GRW provided conventional field work alongside state-of-the-art LiDAR survey techniques to expedite the mapping delivery. The final engineering design for the two remaining sections of Polo Club Boulevard includes careful establishment of appropriate geometry to tie into the existing roadway and make the most of what has already been built. Spotty existing sidewalk construction will be connected throughout with the application of current ADA standards. Existing utilities have been investigated and mapped to minimize impacts.

This project also includes a large stream crossing at Deer Haven that is surrounded by an area of potential wetland. It is anticipated that a precast structure can be used to minimize impacts to the environment and blend with the local surroundings.

Project Cost: \$1,800,000

Completion Date: 2014

Key Team Members: Greg Gabbard, Alison Chadwell, Mary Beth Robson, John Slugantz

Local Office

As shown in Attachment 1, GRW and all of our proposed subconsultants have headquarters in Lexington, KY, and 100 percent of the work will be performed by staff in Lexington.

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	Lexington, KY	6/22/1964	143	12
Local Office	Lexington, KY	6/22/2964	143	12
PM Location	Lexington, KY			
SubConsultants				
Name:	Hall-Harmon Engineers	Aug. 1994	7	7, if needed
Service Provided	Civil Eng. & Surveying			
Headquarters	Lexington, KY	Aug. 1994	7	7, if needed
Local Office	Lexington, KY	Aug. 1994	7	7, if needed
Name:	Third Rock Consultants	1/1/2001	26	5
Service Provided	Environmental			
Headquarters	Lexington, KY	1/1/2001	24	5
Local Office	Lexington, KY	1/1/2001	24	5
Name:	Consulting Services, Inc.	2009	43	9
Service Provided	Geotechnical			
Headquarters	Lexington, KY	2009	31	9
Local Office	Lexington, KY	2009	31	9

Notes:

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

Disadvantaged Business Enterprise (DBE) Involvement

GRW understands and agrees with LFUCG's 10% MWDBE goal. For this contract, we propose to use the certified WBE subconsultants Hall-Harmon Engineers and Third Rock Consultants to meet your goals.



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 13-2014

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Hall-Harmon Engineers 1081 Dove Run Rd, Ste 203 Lexington, KY 40502 (859) 269-3150 Kitty.Hall-Harmon@HHEnet.com	Surveying	TBD	5%
2. Third Rock Consultants, LLC 2526 Regency Rd, Ste 180 Lexington, KY 40503 859.977.2000 akerley@thirdrockconsultants.com	Environmental	TBD	5%
3.			
4.			

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

GRW

 Company

March 25, 2014

 Date

Ken D. Silvers

 Company Representative

President

 Title

SECTION 4.0

Contract 5 – Pedestrian, Bike or Multimodal Tail Design/Planning

4.0 Contract 5: Pedestrian, Bike or Multimodal Trail Design/Planning

Firm Qualifications

GRW was founded in 1965 by Mr. G. Reynolds Watkins to provide professional design services to federal, state, municipal and private industry clients. Today GRW has grown to become a full-service engineering, architectural and geospatial services firm with a staff of more than 250 professionals and offices in Kentucky, Indiana, Ohio, Tennessee and West Virginia. Watkins' insistence on technical excellence and personal service lives on as the guiding principle at GRW. **This dedication to service has resulted in repeat clients providing 90 percent of GRW's current workload.**

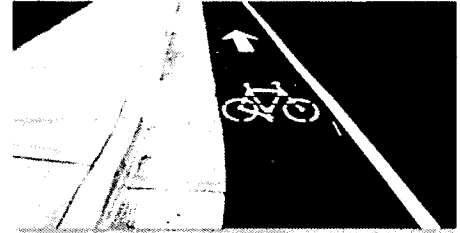
GRW offers comprehensive technical expertise for all types of infrastructure from concept design through construction administration and inspection. **Our wide range of professional services includes:**

- Transportation Engineering
- Civil/Site Engineering
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Water, Wastewater and Stormwater System Engineering
- Architecture
- Landscape Architecture
- Master Planning
- Aerial Mapping and Surveying
- Geographic Information Services
- GPS and Conventional Surveying
- LiDAR (Aerial, Mobile, and Terrestrial)
- Construction Administration and Resident Project Representation (Inspection)
- Cost Estimating
- Sustainable Design

Experienced with a variety of transportation projects, GRW has completed large roadway and bridge construction projects and federal aid-funded Local Public Agency projects, such as multi-use trails and sidewalks. Our Kentucky Transportation Cabinet experience includes the design of hundreds of miles of streets, roads, and highways, as well as associated sidewalks, bike lanes, and over the past dozen years, GRW has completed more than \$300,000,000 in transportation projects.

Partial Experience Summary for Pedestrian, Bike or Multimodal Trail Design/Planning

- Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II, Jeffersontown, KY
- L&R Trail, Phase I & II, Lewisburg, WV
- Metro Louisville Urban Bicycle Network, Louisville, KY



GRW is KYTC-prequalified in 17 categories including:

- Pedestrian and Bicycle Facility Planning & Design
- Urban Roadway Design
- Rural Roadway Design
- Traffic Engineering
- Road Centerline Data Collection
- Highway Planning
- Structural Design (Spans under 500')
- Electrical Engineering Roadway Lighting
- Highway Noise
- EIS Writing & Coordination
- Construction Project Supervision
- Surveying



- Pedestrian and Bicycle Trail, Shepherdstown, WV
- Rising Sun Community Park with Multi-use Walking Trail, Rising Sun, IN
- 6th Street and Scott Boulevard Streetscape, Covington, KY
- Veteran's Park with Multi-use Walking Trail, Edmonton, KY
- Virginia Avenue Bike Lane Addition, Lexington, KY
- KY 18-Burlington Elementary Safe Routes to School Sidewalks, Burlington, KY
- Safe Routes To School Sidewalk Renovations, Carlisle, KY
- Safe Routes to School Sidewalks, Murray, KY
- Main Street Sidewalk Improvements, Tompkinsville, KY



Subconsultants

Hall-Harmon Engineers, Inc. (HHE) is a Lexington, Kentucky firm specializing in civil engineering and land surveying with major emphasis in transportation facilities, site development, site utilities and land surveying. HHE has extensive experience with providing engineering design and surveying services on various types of projects for the Lexington-Fayette Urban County Government (LFUCG) as both prime consultant and as a subconsultant which include surveying, roadway design, bike lane/trail design, storm water and sanitary sewer design in addition to being very familiar with LFUCG Practices and Policies, Standard Drawings and Infrastructure Manuals. HHE – a **certified DBE/WBE** with Kentucky Transportation Cabinet (KYTC) for the past fifteen years – is prequalified with KYTC to perform the following services: Rural Roadway Design, Urban Roadway Design, Surveying, Pedestrian and Bicycle Facility Planning & Design, Airport Design, Airport Master Planning, and UST & HAZMAT Site Analysis / Preliminary Site Assessment.

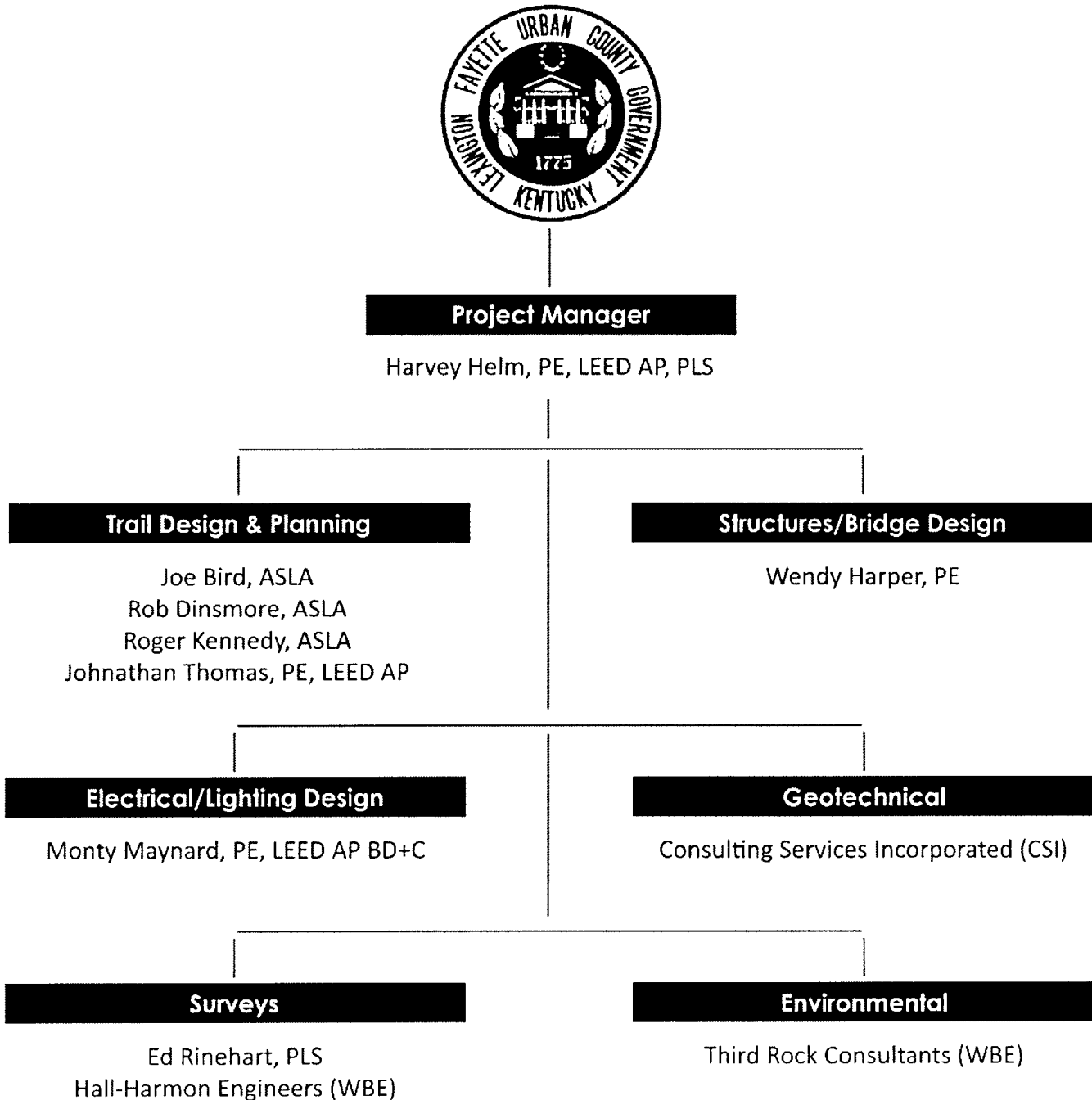
Third Rock Consultants, LLC, is a certified woman-owned business enterprise (WBE) with offices in Lexington and Louisville, Kentucky; and Nashville and Knoxville, Tennessee. Established in 2000, Third Rock is recognized as a leading environmental firm in the region, achieving this distinction through a combination of superior technical skills and commitment to meeting our clients' needs. Third Rock's services have long included environmental engineering design, biological and ecological analyses, environmental permitting and mitigation, and NEPA documentation, but we are proud to announce that we now offer construction management and landscape architecture services as well.

Consulting Services Incorporated, a designated Small Business by the SBA, is locally owned and headquartered in Lexington with 42 employees. The firm's staff of professionals have over 300 years of combined experience in the geotechnical, construction and materials engineering, testing and IBC special inspection fields. CSI provides the following geotechnical and engineering services: geotechnical exploration/soils reports; site assessments for permitting/civil design; pavement studies and design; site specific seismic studies for International Building Code (IBC); geophysical studies; and soil and rock drilling/sampling. CSI's in-house materials laboratory is AASHTO (AMRL/AAP R-18), US Army Corp of Engineers and Kentucky Transportation Cabinet certified to provide testing for concrete, soils, aggregates, masonry, asphalt and steel.

Project Team

For this contract, we have carefully selected a number of GRW staff members based on their related experience and expertise in the various services required. An organizational chart illustrating GRW team members, as well as DBE subconsultants, is provided below. Key project team member resumes, including office locations, are also included in this section.

Key project team member resumes are also included in this section. Employee office locations are noted on the resumes. We understand that your selection criteria involves the evaluation of team members' relevant work within the last five years; therefore, the year of project completion is listed at the end of each project example provided on GRW's resumes.



Harvey Helm, PE, LEED AP, PLS

GRW Project Manager



Office Location: Lexington

Years of Experience/Years with GRW: 40/40

Education

B.S., Civil Engineering, 1977, University of Kentucky

Registration

Professional Engineer: KY, KS, TN, IN, OH, MS, GA, NC, MI, AL, AR, WV

LEED Accredited Professional, Building Design + Construction

Professional Land Surveyor: KY

Certified Professional in Erosion and Sediment Control

Qualifications and Similar Project Experience

Mr. Helm has four decades of experience with land surveying, trails, sidewalks, drainage facilities, streets and roads, site development and site utilities. He has been Project Manager of major site development and highway projects which gives Mr. Helm a broad base of experience. A few of his projects include:

Metro Louisville Urban Bicycle Network, Louisville, KY - Project Manager. Marking for network of bike paths to provide connectivity through various downtown areas. Included approximately 18 miles of bike lanes in various downtown neighborhoods as Phase I of the CMAQ funded project. (2014)

Jeffersontown Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II, Jeffersontown, KY – Principal and Technical Advisor. Eight- to 10-foot-wide, 3.5-mile-long paved (both asphalt and PCC concrete) bicycle and pedestrian path split into two phases for construction. Project was funded through Congestion Mitigation and Air Quality Improvement (CMAQ) Program, which required coordination and approval of Kentucky Transportation Cabinet’s District 5 (KYTC D5) and Office of Local Programs. (2014)

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Sr. Project Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Includes bicycle lanes and sidewalks. (2015)

Murray-Calloway County Middle School Safe Routes to School Sidewalks, Murray, KY - QA/QC. Planning, design and construction administration services for sidewalk construction as part of Safe Routes to School program. Included approximately 7,000 LF of 5-foot wide sidewalk along with numerous crosswalks, drainage improvements and all required permitting. (2010)

Carlisle Safe Routes To School Sidewalk Renovations, Carlisle, KY - Principal. Grant assistance, preliminary drawings, initial cost estimate, as well as construction plans for approximately 5,000 LF of sidewalk, addressing handicap ramps and ADA issues. Subject to the Project Development Guide for Local Public Agencies, as well as historical and environmental requirements. (2010)

Lexington Polo Club Boulevard Connection, Lexington, KY - Principal. Survey and final design services for connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. Project, including new 200-long, double 8' x 4' box culvert, curb/gutter and landscaping enhancements, curb/gutter and landscaping enhancements, will complete critical section of boulevard roadway system as envisioned in Lexington-Fayette Urban County Planning Commission Expansion Area Master Plan. (2014)

LFUCG Idle Hour North Stormwater Improvements, Lexington, KY - Principal. Design and construction assistance services for approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall. (2014)

Johnathan Thomas, PE, LEED AP

GRW Civil Engineer



Office Location: Louisville

Years of Experience/Years with GRW: 10/4

Education

B.S., Civil Engineering, 2004, University of Kentucky

B.S., Engineering Arts, 2004, Georgetown College

Registration

Professional Engineer: SC, KY, IN

LEED Accredited Professional

Qualifications and Similar Project Experience

Mr. Thomas is an experienced civil engineer who has prepared cost estimates, construction documents, and permits for a variety of government, institutional and commercial projects. He is experienced with the following software: Civil 3D, InRoads, StormCAD, SewerCAD, Pipe 2000, PondPack, ICPR, and XPSWMM.

Mr. Thomas provides construction administration services on many of his projects, and excels at maintaining positive working relationships with contractors. A few of his projects include:

Jeffersontown Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II, Jeffersontown, KY - Project Engineer. Design and construction administration services for eight- to 10-foot-wide, 3.5-mile-long paved (both asphalt and PCC concrete) bicycle and pedestrian path split into two phases for construction. Project was funded through Congestion Mitigation and Air Quality Improvement (CMAQ) Program, which required coordination and approval of Kentucky Transportation Cabinet's District 5 (KYTC D5) and Office of Local Programs. (2014)

Jeffersontown Bluegrass Commerce Park Infrastructure Improvements, Jeffersontown, KY - Project Engineer. Design, bidding, construction administration, and resident project representative services for a series of infrastructure improvements along Bluegrass Parkway near the Bluegrass Commerce Park. Among the series of design activities are a new entrance sign, curb and gutter design; lighting, fencing and landscaping enhancements; and pavement overlay/rehabilitation. (2014)

Kentucky Transportation Cabinet The Ohio River Bridges Project Downtown Approach, Louisville, KY - Project Engineer. Part of engineering team for design-build of new, cable stayed bridge spanning Ohio River to link Louisville, KY, and Jeffersonville, IN. Responsibilities encompass design of utility relocations for water and sewer, and some private communications on Kentucky side of project. (2016)

Lexington Fort Sumter Area Flood Mitigation, Lexington, KY - Project Engineer. Preparation of an engineering study to examine reoccurring flooding problems (primarily due to the overflow of a tributary of North Elkhorn Creek), evaluate potential solutions and make recommendations. (2013)

Lexington Rogers Road Area Flood Mitigation, Lexington, KY - Project Engineer. Preparation of an engineering study to examine reoccurring flooding problems (primarily due to the existing storm sewer system having inadequate capacity), evaluate potential solutions and make recommendations. Area includes sinkholes, open channels and a storm sewer system that discharges to a sinkhole area(2013)

Lexington Tucson Drive Area Flood Mitigation, Lexington, KY - Project Engineer. Engineering study to examine reoccurring flooding problems, evaluate potential solutions and make recommendations. Work included development of StormCAD model to simulate the flooding and test solutions, viable mitigation alternatives, construction constraints, and cost estimates. (2013)

Joe Bird, PLA, ASLA

GRW Landscape Architect



Office Location: St. Albans, WV

Years of Experience/Years with Chapman Technical Group, a division of GRW: 36/29

Education

B.S., Landscape Architecture, 1978, West Virginia University

Registration

Professional Landscape Architect: WV, KY

Professional Affiliations and Training

West Virginia Chapter of the American Society of Landscape Architects

Qualifications and Similar Project Experience

Mr. Bird is a project manager and registered landscape architect. His experience ranges from large site development projects to the management of multidiscipline and architectural projects. A few of his relevant projects include:

Covington 6th Street and Scott Boulevard Improvements, Covington, KY - Landscape Architect. Planning and design services for reconstruction of approximately 0.5 miles of city streets, encompassing primarily West Sixth Street and Scott Boulevard. LPA project includes placing electric and communications utilities underground, sidewalk replacement, and overall streetscape beautification including curb bump outs and rain gardens. (2015)

Lewisburg L&R Trail, Phase I, Lewisburg, WV - Project Manager. Phase I of multi-use trail at historic L&R Railroad no longer in service. First phase starts in downtown Lewisburg and winds through residential neighborhoods before ending at highway. Future phases will continue trail toward Ronceverte. (2010)

Meadow River Rail Trail, WV - Project Manager. Pedestrian/bicycle trail over 16.7 miles of rail bed, including construction of decks on four railroad trestles, and design of trailheads at strategic locations. (2014)

Shepherdstown Pedestrian and Bicycle Trail, Shepherdstown, WV - Project Manager. New, 4,000-foot pedestrian/bicycle trail parallel to WV 45. Required close coordination with local and state historic groups to maintain sensitive cultural heritage resources. (2014)

St. Albans Streetscape Phase I and II Concept Development, St. Albans, WV

St. Albans Streetscape Phase III and IV, St. Albans, WV

Jane Lew Elementary Safe Routes to School, Lewis County, WV

Robert L. Bland Middle School Safe Routes to School, Lewis County, WV

Joe Dinsmore, PLA, ASLA

GRW Landscape Architect



Office Location: St. Albans, WV

Years of Experience/Years with Chapman Technical Group, a division of GRW: 4/4

Education

B.S., Landscape Architecture, 2010, West Virginia University

Registration

Professional Landscape Architect: WV

Professional Affiliations and Training

American Society of Landscape Architects WV Chapter (Chapter Director)

Qualifications and Similar Project Experience

Mr. Dinsmore is responsible for the design and development of urban design projects, parks and recreation projects, and landscape design.

Covington 6th Street and Scott Boulevard Improvements, Covington, KY - Landscape Architect. Planning and design services for reconstruction of approximately 0.5 miles of city streets, encompassing primarily West Sixth Street and Scott Boulevard. LPA project includes placing electric and communications utilities underground, sidewalk replacement, and overall streetscape beautification including curb bump outs and rain gardens. (2015)

St. Albans Streetscape Phase III and IV, St. Albans, WV

Jane Lew Elementary Safe Routes to School, Lewis County, WV

Roger Kennedy, PLA, ASLA

GRW Landscape Architect



Office Location: St. Albans, WV

Years of Experience/Years with Chapman Technical Group, a division of GRW: 25/24

Education

B.S., Landscape Architecture, 1990, West Virginia University

Registration

Professional Landscape Architect: WV

Qualifications and Similar Project Experience

Lewisburg L&R Trail, Phase I, Lewisburg, WV - Landscape Architect. Phase I of multi-use trail at historic L&R Railroad no longer in service. First phase starts in downtown Lewisburg and winds through residential neighborhoods before ending at highway. Future phases will continue trail toward Ronceverte. (2010)

Shepherdstown Pedestrian and Bicycle Trail, Shepherdstown, WV - Landscape Architect. New, 4,000-foot pedestrian/bicycle trail parallel to WV 45. Required close coordination with local and state historic groups to maintain sensitive cultural heritage resources. (2014)

Shepherdstown Pedestrian/Bicycle Trail, Shepherdstown, WV

L&R Trail Phase II, Lewisburg, WV

Lewisburg Sidewalk Project Phase II, Lewisburg, WV

Chesapeake Sidewalk Project Phase I and II, Chesapeake, WV

List of Clients

These references may be contacted to verify the quality of our work and their satisfaction with our performance. GRW believes performance is best measured from the client's perspective. With repeat clients, such as the Lexington-Fayette Urban County Government, the Kentucky Transportation Cabinet and others, providing more than 90 percent of GRW's current workload, we believe this is a testament to our business philosophy of providing high-quality, close, personal service.

City of Jeffersontown, KY

- Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II
- Bluegrass Commerce Park Infrastructure Improvements

Matt Meunier, Assistant to the Mayor
(502) 267-8333 | mmeunier@jeffersontownky.com

City of Murray, KY

- Murray-Calloway County Middle School Safe Routes to School Sidewalks

Peyton Mastera, Project Administrator
(270) 762-0350 | Peyton.Mastera@murrayky.gov

West Virginia Division of Highways*

- Meadow River Trail
- Shepherdstown Pedestrian Bicycle Trail
- L&R Trail Phase II
- Chesapeake Sidewalk Project Phase II

Ryan C. Burns, Program Manager
(304) 558-9297 | Ryan.c.burns@wv.gov

City of Lewisburg, WV*

- L&R Trail Phase I
- Lewisburg Sidewalk Phase II

John Manchester, Mayor
(304) 645-2080 | jmanchester@lewisburg-wv.com

City of St. Albans, WV*

- St. Albans Streetscape Phases I-IV

Dick Callaway, Mayor
(304) 727-2971 | samayor@suddenlinkmail.com

**Reference for Chapman Technical Group, a wholly-owned subsidiary of GRW*

Lexington-Fayette Urban County Government

- Liberty/Todds Road (KY 1927) Section 2
- Polo Club Boulevard Connection

Keith Lovan, Municipal Engineer Senior
(859) 258-3478 | klovan@lexingtonky.gov

Boone County Public Works

- Cayton Road Extension

Gregory Sketch, Director of Public Works
(859) 334-3600 | GSketch@boonecountyky.org

Federal Bureau of Prisons

- Yazoo City U.S. Penitentiary and Satellite Camp Roadways and Bridge

Jody Smith, Project Manager
(202) 514-6456 | jlsmith@bop.gov

City of Hodgenville, KY

- Downtown Revitalization/Roundabout (ACEC Engineering Excellence Honor Award)

Terry Cruse, Mayor
(270) 358-3832 | hville@windstream.net

Kentucky Transportation Cabinet, District 5

- Hurstbourne Parkway, Bardstown to Fern Valley Roads (Project of the Year Award, Transportation Category, American Public Works, Kentucky Chapter)
- Hurstbourne Parkway, Linn Station Road to Timberwood Circle
- Hurstbourne Parkway at Shelbyville Road Improvements

Matt Bullock, Chief District Engineer
(502) 210-5400 | matt.bullock.ky.gov

City of Versailles, KY

- Crossfield Drive Extension

Bart Miller, Public Works Director
(859) 873-2245 | bmiller@cityhall.versaillesky.com

Similar Projects

This section highlights a few recent examples of GRW's accomplishments with projects similar to yours.

Jeffersontown Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II

The City of Jeffersontown selected GRW to provide design, bidding, construction administration and resident project representation services for an eight- to 10-foot-wide, 3.5-mile-long paved bicycle and pedestrian path split into two phases for construction. The first phase of the trail is adjacent to Bluegrass Parkway from Hurstbourne Parkway to Watterson Trail. The second phase continues along Bluegrass Parkway from Watterson Trail to Tucker Station Road, then turns along Tucker Station Road adjacent to Papa John's Headquarters and terminates at Plantside Drive in Jeffersontown, KY. The multi-use path is part of the larger Jeffersontown Gaslight Recreational and Workplace Bicycle and Pedestrian Trail, and is intended to enhance the quality of life in the City by providing alternate means to the automobile. The path encourages physical fitness, family exercise, and creates a link between where people live and work.

The trail was design utilizes both asphalt and PCC concrete pavements, including the design of horizontal and vertical alignment, drainage features, typical sections, profiling, and easement acquisition. Massive coordination efforts with various utility companies, whose infrastructure was located within the trail's alignment, was an integral part of the project. Preliminary conversations verified that the underground utilities minimum depths would not be affected by excavation for the trail, and at-grade utilities were either moved away from the path or raised to match the trail's elevation and slope. This project was funded through a Congestion Mitigation and Air Quality Improvement (CMAQ) Program, which required coordination and approval of the Kentucky Transportation Cabinet's District 5 (KYTC D5) and the Office of Local Programs.

Project Cost: \$527,300

Completion Date: 2014

Key Team Members: Harvey Helm, Johnathan Thomas

Covington 6th Street and Scott Boulevard Improvements

The City of Covington selected GRW to provide planning and design services for the reconstruction of approximately 0.5 miles of city streets, encompassing primarily West Sixth Street and Scott Boulevard. Work for this project, funded through the Kentucky Transportation Cabinet's Local Public Agency (LPA) program, includes placing electric and communications utilities underground, sidewalk replacement, and overall streetscape beautification including pedestrian-scale street lighting, decorative paving accents, curb bump outs and rain gardens. New signal systems will be provided for five intersections.

Project Cost: \$1,728,000

Completion Date: 2014

Key Team Members: Joe Bird, Rob Dinsmore

Murray-Calloway County Middle School Safe Routes to School Sidewalks

As part of the Safe Routes to School program, GRW provided planning, design and construction administration services for sidewalk construction in Murray, KY. Located along the north side of College Farm Road and the east side of 18th Street, the project included approximately 7,000 LF of 5-foot wide sidewalk, numerous crosswalks, drainage improvements and all required permitting. The project was subject to the Office of Local Programs for review and approval as well as encroachment approval from the Kentucky Transportation Cabinet.

GRW worked closely with the City to develop a sidewalk alignment to preserve as many trees as possible because a fully grown tree eliminates 70% of the stormwater run-off within its canopy. Reduced stormwater run-off decreases sanitary sewer overflows which were the source of the City of Murray's current Agreed

Order with the Kentucky Division of Water. Therefore, the maintenance of tree canopy cover is a key element of the project and part of the City's overall objective to maintain compliance with the Clean Water Act.

Project Cost: \$191,010

Completion Date: 2010

Key Team Members: Harvey Helm, John Langley

Louisville Metro Urban Bicycle Network

Louisville Metro is providing a network of bike path connectivity in various areas of the downtown area to provide back roads with low stress traffic for bicycle connectivity. GRW is completing the design for Phase 1 which includes 18 miles of marked bike lanes. The project is funded by a CMAQ grant.

Project Cost: \$125,000

Completion Date: 2014

Key Team Members: Harvey Helm

Lewisburg L&R Trail, Phase I

No longer in service, the historic L&R Railroad operated between Ronceverte and Lewisburg, West Virginia. Chapman Technical Group, a wholly-owned subsidiary of GRW, provided landscape architecture design services for Phase I of this multi-use trail which will connect the two cities. The first phase started in downtown Lewisburg and wound through residential neighborhoods before ending at the highway. Future phases will continue the trail toward Ronceverte.

Project Cost: \$200,000

Completion Date: 2010

Key Team Members: Joe Bird, Roger Kennedy

Meadow River Rail Trail

Chapman Technical Group provided landscape architecture design services for the construction of a pedestrian/bicycle trail over 16.7 miles of rail bed, including the construction of decks on four railroad trestles, and the design of trailheads at strategic locations.

Project Cost: \$1,200,000

Completion Date: 2014

Shepherdstown Pedestrian/Bicycle Trail

The new pedestrian/bicycle trail will parallel route WV 45 through historic Shepherdstown, West Virginia, site of the formation of the first U.S. Army. The trail will be approximately 4,000 feet long and will require close coordination with local and state historic groups to maintain sensitive cultural heritage resources. Chapman Technical Group provided landscape architecture design services.

Project Cost: \$650,000

Completion Date: 2014



Local Office

As shown in Attachment 1, GRW and all of our proposed subconsultants have headquarters in Lexington, KY.

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	Lexington, KY	6/22/1964	143	12
Local Office	Lexington, KY	6/22/2964	143	12
PM Location	Lexington, KY			
	St. Albans, WV	11/1/2013	23	3
SubConsultants				
Name:	Hall-Harmon Engineers	Aug. 1994	7	7, if needed
Service Provided	Civil Eng. & Surveying			
Headquarters	Lexington, KY	Aug. 1994	7	7, if needed
Local Office	Lexington, KY	Aug. 1994	7	7, if needed
Name:	Third Rock Consultants	1/1/2001	26	5
Service Provided	Environmental			
Headquarters	Lexington, KY	1/1/2001	24	5
Local Office	Lexington, KY	1/1/2001	24	5
Name:	Consulting Services, Inc.	2009	43	9
Service Provided	Geotechnical			
Headquarters	Lexington, KY	2009	31	9
Local Office	Lexington, KY	2009	31	9

Notes:

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

Disadvantaged Business Enterprise (DBE) Involvement

GRW understands and agrees with LFUCG's 10% MWDBE goal. For this contract, we propose to use the certified WBE subconsultants Hall-Harmon Engineers and Third Rock Consultants to meet your goals.



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 13-2014

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Hall-Harmon Engineers 1081 Dove Run Rd, Ste 203 Lexington, KY 40502 (859) 269-3150 Kitty.Hall-Harmon@HHEnet.com	Surveying	TBD	5%
2. Third Rock Consultants, LLC 2526 Regency Rd, Ste 180 Lexington, KY 40503 859.977.2000 akerley@thirdrockconsultants.com	Environmental	TBD	5%
3.			
4.			

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

GRW

 Company

March 25, 2014

 Date

Ken D. Silvers

 Company Representative

President

 Title

SECTION 5.0

**Contract 8 –
Construction
Inspection**

5.0 Contract 8: Construction Inspection

Firm Qualifications

GRW was founded in 1965 by Mr. G. Reynolds Watkins to provide professional design services to federal, state, municipal and private industry clients. Today GRW has grown to become a full-service engineering, architectural and geospatial services firm with a staff of more than 250 professionals and offices in Kentucky, Indiana, Ohio, Tennessee and West Virginia. Watkins' insistence on technical excellence and personal service lives on as the guiding principle at GRW. **This dedication to service has resulted in repeat clients providing 90 percent of GRW's current workload.**

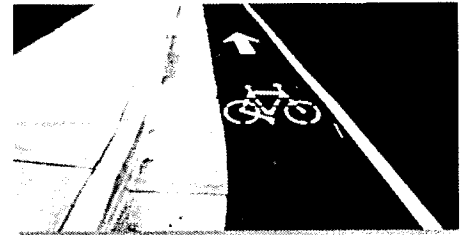
GRW offers comprehensive technical expertise for all types of infrastructure from concept design through construction administration and inspection. **Our wide range of professional services includes:**

- Transportation Engineering
- Civil/Site Engineering
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Water, Wastewater and Stormwater System Engineering
- Architecture
- Landscape Architecture
- Master Planning
- Construction Administration and Resident Project Representation (Inspection)
- Aerial Mapping and Surveying
- Geographic Information Services
- GPS and Conventional Surveying
- LiDAR (Aerial, Mobile, and Terrestrial)
- Cost Estimating
- Sustainable Design

Experienced with a variety of transportation projects, GRW has completed large roadway and bridge construction projects and federal aid-funded Local Public Agency projects, such as multi-use trails and sidewalks. Our Kentucky Transportation Cabinet experience includes the design of hundreds of miles of streets, roads, and highways, as well as associated sidewalks, bike lanes, and over the past dozen years, GRW has completed more than \$300,000,000 in transportation projects. For many of these projects, GRW has provided construction administration and/or inspection services.

Partial Experience Summary for Construction Inspection

- Crossfield Drive Extension, Versailles, KY
- Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II
- Downtown Revitalization/Roundabout, Hodgenville, KY
- Cayton Road Extension, Boone County, KY
- Old Clubhouse Lane, Keeneland, Lexington, KY
- State Route 32 Reconstruction and Streetscape Project, Yorktown, IN (Indiana DOT)



GRW is KYTC-prequalified in 17 categories including:

- Construction Project Supervision
- Urban Roadway Design
- Rural Roadway Design
- Traffic Engineering
- Road Centerline Data Collection
- Highway Planning
- Structural Design (Spans under 500')
- Pedestrian and Bicycle Facility Planning & Design
- Electrical Engineering Roadway Lighting
- Highway Noise
- EIS Writing & Coordination
- Surveying



- Indiana Gateway Industrial Park State Route 1 Intersection Design, Wayne County, IN
- Keeneland Race Course New Entrance and Access Road, Lexington, KY
- Murray-Calloway County Middle School Safe Routes to School Sidewalks, Murray, KY
- David Lane/Stop 13 Roadway Improvements, Indianapolis, IN
- State Route 37 (38th Street) Pavement Reconstruction, Indianapolis, IN
- Morris Street Drainage and Road Improvements, Indianapolis, IN
- Sargent Road Drainage and Road Improvements, Indianapolis, IN
- Stop 11 and David Lane Culvert and Road Improvements, Indianapolis, IN
- Rising Sun Community Park Access Road, Rising Sun, IN
- Idle Hour North Stormwater Improvements, Lexington, KY
- College Street Drainage Basin Stormwater Improvements, Hodgenville, KY



Subconsultants

Hall-Harmon Engineers, Inc. (HHE) is a Lexington, Kentucky firm specializing in civil engineering and land surveying with major emphasis in transportation facilities, site development, site utilities and land surveying. HHE has extensive experience with providing engineering design and surveying services on various types of projects for the Lexington-Fayette Urban County Government (LFUCG) as both prime consultant and as a subconsultant which include surveying, roadway design, bike lane/trail design, storm water and sanitary sewer design in addition to being very familiar with LFUCG Practices and Policies, Standard Drawings and Infrastructure Manuals.

HHE – a **certified DBE/WBE** with Kentucky Transportation Cabinet (KYTC) for the past fifteen years – is prequalified with KYTC to perform the following services: Rural Roadway Design, Urban Roadway Design, Surveying, Pedestrian and Bicycle Facility Planning & Design, Airport Design, Airport Master Planning, and UST & HAZMAT Site Analysis / Preliminary Site Assessment.

Project Team

For this contract, we have carefully selected a number of GRW staff members based on their related experience and expertise in the various services required. An organizational chart illustrating GRW team members, as well as DBE subconsultants, is provided below. Key project team member resumes, including office locations, are also included in this section.

Key project team member resumes are also included in this section. Employee office locations are noted on the resumes. We understand that your selection criteria involves the evaluation of team members' relevant work within the last five years; therefore, the year of project completion is listed at the end of each project example provided on GRW's resumes.



Project Manager

Harvey Helm, PE, LEED AP, PLS

Construction Administration/Inspection

Allison Chadwell, PE, LEED AP

Roderick Saylor, PE

John Langley

Greg Hobson

Hall-Harmon Engineers (WBE)

Harvey Helm, PE, LEED AP, PLS

GRW Project Manager



Office Location: Lexington **Years of Experience/Years with GRW:** 40/40

Education

B.S., Civil Engineering, 1977, University of Kentucky

Registration

Professional Engineer: KY, KS, TN, IN, OH, MS, GA, NC, MI, AL, AR, WV

LEED Accredited Professional, Building Design + Construction

Professional Land Surveyor: KY

Certified Professional in Erosion and Sediment Control

Qualifications and Similar Project Experience

With four decades of experience in the design and construction management of transportation projects, Mr. Helm has accomplished several projects for the Kentucky Department of Transportation and the Lexington-Fayette Urban County Government. A few of these projects include:

Versailles Crossfield Drive Extension, Versailles, KY - Principal. Corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion and create opportunities for infill development. Documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents. Services included construction administration and inspection. (2012)

LFUCG Idle Hour North Stormwater Improvements, Lexington, KY - Project Manager. Design and construction assistance services for approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall. (2014)

Keeneland Association Old Clubhouse Lane, Lexington, KY – Project Manager. Design and construction administration for reconstruction of Old Clubhouse Lane on Keeneland’s property. Included installation of electrical and communication duct banks, storm sewer improvements and pavement reconstruction and overlay. (2013)

Murray-Calloway County Middle School Safe Routes to School Sidewalks, Murray, KY - QA/QC. Planning, design and construction administration services for sidewalk construction as part of Safe Routes to School program. Included approximately 7,000 LF of 5-foot wide sidewalk along with numerous crosswalks, drainage improvements and all required permitting. (2010)

Hodgenville Downtown Revitalization, Hodgenville, KY - Project Manager. Fast-track design and construction administration services for pedestrian-friendly traffic roundabout (encompassing the city's Abraham Lincoln monument) and renovation of historic town square near Abraham Lincoln's birthplace, in preparation for the Lincoln Bicentennial Celebration. Included signage, parking, brick paver fields, lighting, underground utilities installation (water, sanitary and storm sewer, and electric) and surface drainage. Provided improved traffic flow, increased pedestrian safety, and increased visibility and accessibility for local businesses. (2007)

Alison Chadwell, PE, LEED AP

GRW Project Engineer



Office Location: Lexington

Years of Experience/Years with GRW: 12/9

Education

B.S., Civil Engineering, 2003, University of Kentucky

Registration

Professional Engineer: KY

Licensed Surveyor in Training: KY

LEED Accredited Professional

Qualifications and Similar Project Experience

Ms. Chadwell has more than a decade of experience and is proficient with AutoCAD, SurvCAD, StormCAD, WaterCAD, Heastod Method's products, and SEDCAD 4. A few of her relevant projects include:

Versailles Crossfield Drive Extension, Versailles, KY - Project Engineer. Corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion and create opportunities for infill development. Project included coordination with existing and proposed adjacent land uses, the City of Versailles, the land owners, and the Kentucky Transportation Cabinet. Project affects major intersections of the two main arterials and includes a stream crossing and associated environmental permitting. Documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents. Services included construction administration and inspection. (2012)

Lexington Liberty/Todds Road (KY 1927) Section 2, Lexington, KY - Project Engineer. Final design services for the widening to three lanes of a 1.6-mile section 2 of KY 1927 Liberty/Todds Road in Fayette County from I-75 to Andover Forest Drive. Closely coordinated with the LFUCG Division of Engineering and the Kentucky Department of Highways, the project reduces congestion and improves safety and includes a typical three-lane urban roadway section with bicycle lanes, sidewalks and handicap ramps; center two-way left turn lane and additional travel lanes and right turn lanes; curb and gutters, and roadway drainage primarily via storm sewers. Included field data collection and survey work. (2015)

Lexington Polo Club Boulevard Connection, Lexington, KY - Project Engineer. Survey and final design services for connection of two pieces of Polo Club Boulevard in Fayette County from Deer Haven Lane to Todds Road. Project, including new 200-long, double 8' x 4' box culvert, curb/gutter and landscaping enhancements, curb/gutter and landscaping enhancements, will complete critical section of boulevard roadway system as envisioned in Lexington-Fayette Urban County Planning Commission Expansion Area Master Plan. (2014)

McDonalds Site Evaluation and Design, Frankfort, KY - Project Manager. Site development plans for new restaurant. Pervious pavement and rain gardens were utilized in design to minimize stormwater impact to adjacent properties. (2011)

The J.M. Smucker Company Drop Lot Site Improvements, Lexington, KY - Project Manager. Site analysis and design services for paving gravel drop lot at The J.M. Smucker Company's JIF plant in Lexington, KY. Study portion included hydraulic analysis to determine if stormwater conveyance system and detention pond would have capacity required for paved drop lot area. Subsequent site and paving design of asphalt pavement cap provided solution to dust issues at plant which posed a potential contaminant to food processing facility. (2013)

Roderick Saylor, PE

GRW Project Engineer



Office Location: Lexington

Years of Experience/Years with GRW: 9/9

Education

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

Registration

Professional Engineer: KY

Qualifications and Similar Project Experience

Mr. Saylor has nine years of experience with roadway, drainage and site development planning and design. He has also worked on several master planning and design projects under GRW's Indefinite Delivery Contract with the National Guard Bureau including assignments for both the Air National Guard and the Army National Guard. A few of his projects include:

Asbury Theological Seminary Student Housing Complex, Wilmore, KY - Civil Engineer. Site design services for Asbury Theological Seminary's new multi-phase North Campus Housing Project located on a 31-acre site. Phase A consisted of 100 town homes for family housing and Phase B consists of 5 dormitory-style housing units. Phase C consists of an additional 50 town homes situated on land adjacent to the 100 Phase A town homes in an area known as Kalas Village. Phase C includes a community center, as well as tennis, volleyball and basketball courts. Included design charrette and design of the roadway alignments, water mains, and storm and sanitary sewers. (2012)

Fort Campbell Fire Fighting and Rescue Training Facility, Fort Campbell, KY - Project Manager. Engineering design and construction administration services for design-build of U.S. Army firefighting and rescue training facility at Fort Campbell, KY. Included helicopter concrete pad for aircraft fire training; a concrete foundation for multi-story training building; large staging/parking area; and two small infiltration basins. (2012)

UK Soccer Field Improvements, Lexington, KY - Project Manager. Design-build renovation of UK's NCAA regulation-sized soccer field to include new drainage system and field resurface with Tifway 419 Bermuda Grass. Drainage system consists of 4-inch perforated pipe under-drains constructed in trenches beneath 5.5 inches of a sand cap base capable of allowing percolation of a 6-inch-per-hour rainfall within 30 minutes of the storm event. Provided construction inspection services. (2011)

McDonalds Site Evaluation and Design, Frankfort, KY - Civil Engineer. Site investigation reports, development plans and construction documents for more than 20 restaurants in Kentucky, some of which have involved biofiltration or underground detention. Provided construction inspection services. (2012-14)

John Langley

GRW Resident Project Representative



Office Location: Lexington **Years of Experience/Years with GRW:** 43/43

Professional Affiliations and Training

NASSCO Pipeline Assessment & Certification Program

Qualifications and Similar Project Experience

Mr. Langley has more than four decades of experience with the design and construction inspection of infrastructure projects. A few of his relevant projects include:

Murray-Calloway County Middle School Safe Routes to School Sidewalks, Murray, KY - Construction administration services for sidewalk construction as part of Safe Routes to School program. Included approximately 7,000 LF of 5-foot wide sidewalk along with numerous crosswalks, drainage improvements and all required permitting. (2010)

Hodgenville College Street Drainage Basin Stormwater Improvements, Hodgenville, KY - Design and construction inspection services for stormwater improvements project. Includes replacing/upgrading sections of storm piping (900 LF of 42" and 48" elliptical concrete pipe), re-grading and expanding ditches, and rerouting portions of storm sewer to improve hydraulics, increase capacity and eliminate storm water flows going into sanitary sewer system. Funding is from Kentucky Infrastructure Authority State Revolving Fund Drinking Water and Clean Water programs. (2013)

Industrial Park Sanitary Sewer Extension, Murray, KY (2010)

Murray Brinn Road Sanitary Sewer Extension, Murray, KY - 1,400 LF of 8-inch gravity sewers for an area in north Murray where existing homes inside the city limits were being served by individual septic systems.

Wilmore Maxey Street Sewer Rehabilitation, Wilmore, KY - Replacement of 4, 142 LF of 15" gravity sewer with 24" gravity sewer; cleaning and TV inspection of 25,300 LF of 6" to 12" sewers; 360 LF of root removal in 6" to 10" sewers; removal and replacement of 760 LF of 6" to 12" sewers; 6,960 LF of sliplining of 6", 8" and 12" sewers and other appurtenant work. (2010)

Murray Southwest Area Gravity Sewer, Murray, KY - 13,300 LF of 8-inch gravity sewers and 2,000 LF of 10-inch sewers for residences served by individual septic systems in an area being annexed by the City and required by the annexation agreement. (2009)

Murray Sherwood Forest Interceptor Sewer Extension, Murray, KY - . Approximately 6,500 LF of 8" and 12" gravity sewers, extending service to the unsewered southeast side of the city. (2005)

Greg Hobson

GRW Resident Project Representative



Office Location: Lexington

Years of Experience/Years with GRW: 32/2

Similar Project Experience

Hodgenville College Street Drainage Basin Stormwater Improvements, Hodgenville, KY - Resident Project Representative. Stormwater improvements project includes replacing/upgrading sections of storm piping (900 LF of 42" and 48" elliptical concrete pipe), re-grading and expanding ditches, and rerouting portions of storm sewer to improve hydraulics, increase capacity and eliminate storm water flows going into sanitary sewer system. Funding is from Kentucky Infrastructure Authority State Revolving Fund Drinking Water and Clean Water programs. (2013)

Versailles Crossfield Drive Extension, Versailles, KY - Resident Project Representative. Approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve nearby congestion and create opportunities for infill development. Project included coordination with existing and proposed adjacent land uses, the City of Versailles, the land owners, and the Kentucky Transportation Cabinet. Project affects major intersections of the two main arterials and includes a stream crossing and associated environmental permitting. (2012)

Burkesville Wet Weather Flow Abatement Program, Burkesville, KY - Resident Project Representative. New 0.75 MG wet weather flow equalization basin (above ground, prestressed concrete) located at collection system site of City's primary overflow manhole. Work also includes replacement of existing pumps and controls at City's main Upper River Street Pumping Station; overflow weir box on existing main line sewer; and new duplex submersible pumping station to convey peak wet weather flows to EQ basin. (2013)

Falmouth Klee Property Sewer Line Extension, Falmouth, KY - Resident Project Representative. 160 LF of 12" and 8" gravity sewer (including 83 LF bored and jacked beneath US 27) to serve planned and future commercial and residential developments. (2012)

Hodgenville Sanitary Sewer Rehabilitation, Hodgenville, KY - Resident Project Representative. Repairs and/or replacement of facilities in various locations to eliminate or decrease frequency of overflows, and reduce the volume of wet weather flows being treated at the wastewater plant. (2013)

Jonesborough Wastewater Treatment Plant Expansion, Phase II - Effluent Pump Station and 12" Outfall Line, Jonesborough, TN - Resident Project Representative. Phase II of two-phase project (split to maximize multiple grant funding sources) to expand plant from 0.5 MGD to 1.0 MGD and relocation discharge to Nolichucky River, seven miles to south. Work encompassed 36,000 LF of 12-inch outfall line, new effluent pump station, and new cascade aerator. Required close coordination with archaeological surveyor to ensure alignment avoided sensitive areas. Funding obtained from Economic Development Administration (EDA), and USDA Rural Development. (2012)

Scottsville Wastewater Treatment Plant Improvements, Scottsville, KY - Resident Project Representative. Improvements to 5 MGD wastewater treatment plant. Various improvements include waste activated sludge pump station with two 250 gpm submersible pumps, flow splitter box, 24-inch and 20-inch ductile iron piping; and 8-inch and 10-inch ductile iron RAS force mains. (2012)

List of Clients

These references may be contacted to verify the quality of our work and their satisfaction with our performance. GRW believes performance is best measured from the client's perspective. With repeat clients, such as the Lexington-Fayette Urban County Government, the Kentucky Transportation Cabinet and others, providing more than 90 percent of GRW's current workload, we believe this is a testament to our business philosophy of providing high-quality, close, personal service.

Lexington-Fayette Urban County Government

- Idle Hour North Stormwater Improvements
Chris Dent, PE
(859) 425-2521 | cdent@lexingtonky.gov

Boone County Public Works

- Cayton Road Extension
Gregory Sketch, Director of Public Works
(859) 334-3600 | GSketch@boonecountky.gov

City of Hodgenville, KY

- Downtown Revitalization/Roundabout (ACEC Engineering Excellence Honor Award)
- College Street Drainage Basin Stormwater Improvements

Terry Cruse, Mayor
(270) 358-3832 | hville@windstream.net

City of Jeffersontown, KY

- Bluegrass Parkway Bicycle and Pedestrian Trail Phases I & II
- Bluegrass Commerce Park Infrastructure Improvements

Matt Meunier, Assistant to the Mayor
(502) 267-8333 | mmeunier@jeffersontownky.com

Kentucky Transportation Cabinet, District 5

- Hurstbourne Parkway, Bardstown to Fern Valley Roads (Project of the Year Award, Transportation Category, American Public Works, Kentucky Chapter)
- Hurstbourne Parkway, Linn Station Road to Timberwood Circle
- Hurstbourne Parkway at Shelbyville Road Improvements

Matt Bullock, Chief District Engineer
(502) 210-5400 | matt.bullock.ky.gov

City of Versailles, KY

- Crossfield Drive Extension
Bart Miller, Public Works Director
(859) 873-2245 | bmiller@cityhall.versaillesky.com

City of Murray, KY

- Murray-Calloway County Middle School Safe Routes to School Sidewalks
Peyton Mastera, Project Administrator
(270) 762-0350 | Peyton.Mastera@murrayky.gov

Federal Bureau of Prisons

- Yazoo City U.S. Penitentiary and Satellite Camp Roadways and Bridge
Jody Smith, Project Manager
(202) 514-6456 | jlsmith@bop.gov

City of St. Albans, WV*

- St. Albans Streetscape Phases I-IV
Dick Callaway, Mayor
(304) 727-2971 | samayor@suddenlinkmail.com

West Virginia Division of Highways*

- Meadow River Trail
- Shepherdstown Pedestrian Bicycle Trail
- L&R Trail Phase II
- Chesapeake Sidewalk Project Phase II

Ryan C. Burns, Program Manager
(304) 558-9297 | Ryan.c.burns@wv.gov

City of Lewisburg, WV*

- L&R Trail Phase I
- Lewisburg Sidewalk Phase II

John Manchester, Mayor
(304) 645-2080 | jmanchester@lewisburg-wv.com

**Reference for Chapman Technical Group, a wholly-owned subsidiary of GRW*

Similar Projects

This section highlights a few recent examples of GRW's accomplishments with projects similar to yours.

Versailles Crossfield Drive Extension

GRW completed corridor planning and design for an approximately 0.5-mile connector road between Lexington Street and US 60 Bypass in Versailles to relieve congestion at the nearby intersection and create opportunities for infill development at this gateway to the City. The project included coordination with existing and proposed adjacent land uses, the City of Versailles, the land owners, and the Kentucky Transportation Cabinet. The project affects major intersections of the two main arterials south of Versailles and includes a stream crossing and associated environmental permitting. The project documents included typical sections and details, right-of-way plans and acquisition, plans and profiles, hydraulics, cross sections, cost estimates, surveying, specifications and bidding documents, **construction administration and inspection.**

Project Cost: \$2,000,000

Completion Date: 2012

Key Team Members: Harvey Helm, Alison Chadwell

Hodgenville Downtown Revitalization and Roundabout

GRW designed a fast-track project renovating the town square to improve traffic flow and increase safety for residents and visitors while maintaining the historical integrity of the town square. The project involved improvements to the central square area of downtown Hodgenville, which is a National Register Historic District, through the design of a roundabout to ease traffic flow and allow visitors to safely visit a monument to Abraham Lincoln at its center. The use of a roundabout, which is a transportation feature not commonly found in the United States, went beyond the typical design to encompass parking areas, splitter islands as crosswalks, all to ensure the safety of both pedestrians and vehicles. Features included signage, parking, brick paver fields, lighting, underground utilities installation (water, sanitary and storm sewer, and electric) and surface drainage. The entire project, including street lights, was designed in accordance with KTC standards since both intersecting roads are state highways. **GRW also provided construction administration and inspection services.**

This project received an Engineering Excellence Honor Award from the American Council of Engineering Companies of Kentucky.

Project Cost: \$1,117,633

Completion Date: 2007

Key Team Members: Harvey Helm, Monty Maynard

Keeneland Association Old Clubhouse Lane Improvements

GRW provided design and construction administration services for the upgrade of Old Clubhouse Lane on Keeneland Association property. Old Clubhouse Lane is one of the main access roads through the property providing access to the barn area. The project including installation of duct bank for electrical and communications systems, improvements to the roadway drainage and reconstruction of portions of the roadway and pavement overlay. Required coordination with numerous existing utility lines and access to adjacent barns.

Project Cost: \$350,000

Completion Date: 2013

Key Team Members: Harvey Helm

Murray-Calloway County Middle School Safe Routes to School Sidewalks

As part of the Safe Routes to School program, GRW provided planning, design and construction administration services for sidewalk construction in Murray, KY. Located along the north side of College Farm Road and the east side of 18th Street, the project included approximately 7,000 LF of 5-foot wide sidewalk, numerous crosswalks, drainage improvements and all required permitting. The project was subject to the Office of Local Programs for review and approval as well as encroachment approval from the Kentucky Transportation Cabinet.

GRW worked closely with the City to develop a sidewalk alignment to preserve as many trees as possible because a fully grown tree eliminates 70% of the stormwater run-off within its canopy. Reduced stormwater run-off decreases sanitary sewer overflows which were the source of the City of Murray's current Agreed Order with the Kentucky Division of Water. Therefore, the maintenance of tree canopy cover is a key element of the project and part of the City's overall objective to maintain compliance with the Clean Water Act.

Project Cost: \$191,010

Completion Date: 2010

Key Team Members: Harvey Helm, John Langley

Hodgenville College Street Drainage Basin Stormwater Improvements

GRW provided design, construction administration and inspection services for stormwater improvements in the lower portion of the College Street drainage basin. Work included replacing and upgrading sections of the existing storm piping, re-grading and expanding ditches, and rerouting portions of the storm sewer. The new storm sewer system, which includes 900 LF of 42" and 48" elliptical concrete pipe, improved the hydraulics and increased the capacity of the storm sewer, and eliminated occurrences of storm water flows going into the sanitary sewer system.

Project Cost: \$347,000

Completion Date: 2013

Key Team Members: Greg Hobson, John Langley

LFUCG Idle Hour North Stormwater Improvements

Following completion of an engineering study and report to examine reoccurring flooding problems, evaluate potential solutions and make recommendations in the Idle Hour area in Lexington, KY, the Lexington-Fayette County Urban Government selected GRW to provide design, easement acquisition, and construction administration for stormwater improvements. Improvements include approximately 2,000 LF of storm sewer pipe, ranging in size from 15 to 42 inches in diameter; 9 new manholes; 13 new curb inlets; and a cast-in place headwall.

Project Cost: \$520,000

Completion Date: 2014

Key Team Members: Harvey Helm, Mary Beth Robson

Local Office

As shown in Attachment 1, GRW and our proposed subconsultant have headquarters in Lexington, KY, and 100 percent of the work will be performed by staff in Lexington.

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	Lexington, KY	6/22/1964	143	12
Local Office	Lexington, KY	6/22/1964	143	12
PM Location	Lexington, KY			
SubConsultants				
Name:	Hall-Harmon Engineers	Aug. 1994	7	7, if needed
Service Provided	Construction Inspection			
Headquarters	Lexington, KY	Aug. 1994	7	7, if needed
Local Office	Lexington, KY	Aug. 1994	7	7, if needed
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

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

Disadvantaged Business Enterprise (DBE) Involvement

GRW understands and agrees with LFUCG's 10% MWDBE goal. For this contract, we propose to use the certified WBE subconsultant Hall-Harmon Engineers to meet your goals.



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 13-2014

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Hall-Harmon Engineers 1081 Dove Run Rd, Ste 203 Lexington, KY 40502 (859) 269-3150 Kitty.Hall-Harmon@HHEnet.com	Construction Inspection	TBD	10%
2.			
3.			
4.			

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

GRW

 Company

 March 25, 2014

 Date

Ken D. Silvers

 Company Representative

 President

 Title

SECTION 6.0 | **Additional LFUCG
Proposal Forms**

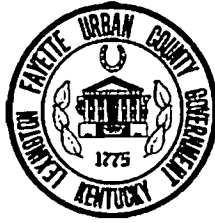
Firm Submitting Proposal: GRW Engineers, Inc.

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

Contact Name: Harvey Helm Title: Vice President

Telephone Number: 859.223.3999 Fax Number: 859.223.8917

Email address: HHelm@grwinc.com



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: #**13-2014**

Date: March 3, 2014

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

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

Paragraph one on page two should read as follows:

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

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: GRW Engineers, Inc.

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF PROPOSER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#13-2014**

Date: March 7, 2014

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

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

TO ALL PROSPECTIVE BIDDERS:

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

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

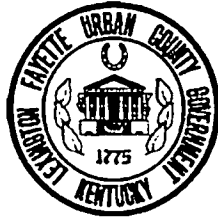
Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: GRW Engineers, Inc.

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF PROPOSER:



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: **#13-2014**

Date: March 17, 2014

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

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

TO ALL PROSPECTIVE BIDDERS:

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

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

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY: GRW Engineers, Inc.

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF PROPOSER: 

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

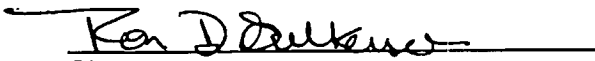
B. At Will Termination

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

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

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

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


Signature

March 14, 2014
Date

AFFIDAVIT

Comes the Affiant, Ron D. Gilkerson, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Ron D. Gilkerson and he/she is the individual submitting the proposal or is the authorized representative of GRW Engineers, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Ron D. Gilkerson

STATE OF Ky

COUNTY OF Shelby

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Ron D. Gilkerson on this the 25 day

of March, 2013.

My Commission expires July 6, 2014

Dennis Edshell
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:

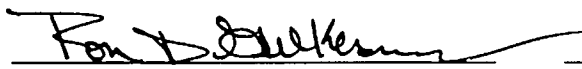
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

GRW Engineers, Inc.

Name of Business

Ron D. Gilkerson, PE, President

WORKFORCE ANALYSIS FORM

Name of Organization: GRW Engineers, Inc. (dba as GRW)_____

Date: 03 / 25 / 2014_____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals	128	109	19							109	19
Superintendents											
Supervisors											
Foremen											
Technicians	58	49	9							49	9
Protective Service											
Para-Professionals											
Office/Clerical	23		23								23
Skilled Craft	47	46	1							46	1
Service/Maintenance											
Total:	256	204	52							204	52

Prepared by: Gayla P. Szak, PHR, Human Resources Manager
Name & Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2014

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

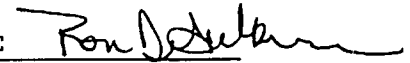
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

GRW

Company

Ron D. Gilkerson, PE

Company Representative



March 25, 2014

Date

President

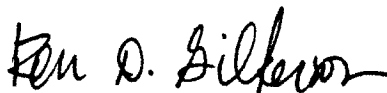
Title

AFFIRMATIVE ACTION PLAN
INDIVIDUALS WITH DISABILITIES
AND
COVERED VETERANS & DISABLED VETERANS

GRW ENGINEERS
801 CORPORATE DRIVE
LEXINGTON, KY 40503

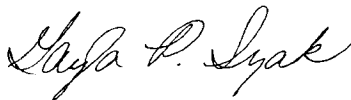
Revised and Updated Annually

February 1, 2014 – January 31, 2015



Approved by: _____

Ron D. Gilkerson
President



Approved by: _____

Gayla P. Szak
Human Resources
Equal Employment Opportunity Officer
Phone Number: 859-223-3999

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Development and Execution of Affirmative Action Programs

Confidentiality Statement

This Affirmative Action Plan contains confidential information subject to the provisions of Title 18 U.S.C. §1905.

GRW Engineers does not consent to the release of any confidential information whatsoever contained in the Affirmative Action Plan under the Freedom of Information Act or otherwise. If the Government, or any agency or division thereof, is considering a request for release of this Program under the Freedom of Information Act, we hereby request that the Government immediately notify GRW Engineers of any and all Freedom of Information Act requests and any contemplated release of this Plan by the Government.

The Company further requests that everyone who has any contact with this Affirmative Action Plan, or its supporting appendices, documents, and other data, treat such information as totally confidential and that such information not be released to any person whatsoever.

Statement of Purpose

This plan is written with the intention of meeting the requirements of a contractor's obligations with Section 503 of the Rehabilitation Act of 1973, as amended.

This plan is presented in recognition of the rights of employees and applicants for employment to be treated on a nondiscriminatory basis. The Company recognizes its obligation to take affirmative action to employ and advance qualified disabled individuals. The Company's purpose in adopting this Affirmative Action Plan is to utilize persons with disabilities to their full potential in all levels of the organization.

Affirmative Action Policy

It is the policy of GRW Engineers not to discriminate against any employee or applicant for employment because he or she has a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Company agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals without discrimination based upon their physical or mental disability in all employment practices including the following: employment, promotion, termination, compensation, demotion or transfer, recruiting, advertising, layoff or termination, and selection for training. In carrying out this Affirmative Action Program, the Company will make a good faith effort to reasonably accommodate the physical or mental limitations of any employee or applicant for employment unless such accommodation would impose undue hardship on the conduct of the business.

An "individual with disabilities" is defined to be a person who:

- Has a physical or mental impairment which substantially limits one or more of his or her major life activities,

- Has a record of such impairment, or
- Is regarded as having such impairment.

For purposes of this definition, an individual with disabilities is substantially limited if he or she is likely to experience difficulty in securing, retaining, or advancing employment because of a disability.

The terms "handicapped" and "disabled" are intended to have the same meaning within this Plan.

The Equal Employment Opportunity Officer has the ultimate responsibility for ensuring that equal employment opportunity and affirmative action receive the high level of priority due this activity.

To carry out the letter as well as the spirit of our Equal Employment Opportunity / Affirmative Action Program, the Company has appointed Gayla P. Szak as the Equal Employment Opportunity Officer. She will spearhead the commitment to maximize equal employment opportunity and affirmative action at GRW Engineers. The EEO Officer has the full support of the President in carrying out these duties.

Specifically, the EEO Officer is responsible for ensuring that the following activities are carried out:

- Keeping management up-to-date concerning new developments in the EEO field.
- Providing technical assistance in response to questions and concerns of employees and supervisors, and, as needed, acting as liaison with appropriate agencies.
- Coordinating investigations and making recommendations concerning any allegations of discrimination both internally and in connection with enforcement agencies.
- Conducting periodic audits and holding regular discussions with supervisors and managers to ensure that company policy is implemented.
- Encouraging involvement with organizations and community action groups.
- Assisting in the identification of problem areas through review of policies and procedures and conducting periodic utilization studies.
- Reporting periodically to the Senior Official on the affirmative action effort.
- Developing education programs to provide managers and supervisors with pertinent equal employment opportunity information to assist them in their compliance efforts.

It is further the policy of the Company that employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in, or may engage, in any of the following activities:

- Filing a complaint;
- Assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) or any other Federal, State or local law requiring equal opportunity for disabled persons;
- Opposing any act or practice made unlawful by Section 503 or its implementing regulations in this part or any other Federal, State or local law requiring equal opportunity for disabled persons; or
- Exercising any other right protected by Section 503 or its implementing regulations in this part.

Consistent with GRW Engineers' non-discrimination policy, harassment in the workplace in any form is not tolerated. Harassment of any kind, including sexual harassment, whether physical, verbal, visual or written, is strictly prohibited. Improper interference with the ability of GRW Engineers' employees to perform their expected job duties is not tolerated. Examples of unlawful employee harassment include jokes, slurs, sexually explicit or racially derogatory material, in addition to commentary that would offend others on the basis of race, color, religion, sex, national origin, disability, age, marital status, citizen status, sexual orientation, genetics, status as a disabled veteran or veteran of the wars, including Vietnam, or any other non-job-related protected characteristic or feature. Furthermore, the use of the Company's internet or e-mail system for the purposes of displaying or transmitting offensive material is strictly prohibited.

Sexual harassment may also include unwelcome sexual advances, offensive touching, requests for sexual favors, showing sexually suggestive or explicit photos or objects, and all other conduct of a sexual or otherwise offensive nature, especially when:

- Submission to or rejection of such conduct is used as a factor in employment decisions (e.g. hiring, evaluation, promotion) affecting such individual; or
- Such conduct has the purpose or effect of interfering unreasonably with an individual's employment or creating an intimidating, hostile, or offensive working environment.

Employees who violate this policy are subject to disciplinary action up to and including immediate termination from employment with GRW Engineers.

Employees who believe that they are being harassed or discriminated against in any manner prohibited by this policy are encouraged to bring the matter directly to the attention of a member of management or the Human Resources Department. Management must immediately report any discrimination/harassment complaint or observation to the Human Resources Department.

The Company will conduct an investigation of any complaint of inappropriate discrimination or harassment, and will take prompt remedial action where necessary. Confidentiality will be maintained throughout the investigation to the extent practical and appropriate under the circumstances.

The Company will not retaliate against employees who make complaints or participate in investigations about workplace harassment or other discrimination. Retaliation is a form of discrimination and is strictly prohibited.

Affirmative Action Plan Coverage

Applicants and employees who believe themselves covered under this Affirmative Action Program for disabled individuals may advise the Company at any time that they wish to benefit under this program.

This information will be used solely for the purpose of affirmative action and proper job placement. This information will not be used to exclude or otherwise limit the employment opportunities of qualified disabled individuals.

The Equal Employment Opportunity Officer is responsible for implementation of the EEO policy within the Company. Gayla P. Szak has been assigned the day-to-day responsibility for implementing the policy regarding individuals with disabilities. She has management's support to carry out the following responsibilities:

- Developing policy statements, Affirmative Action Programs, and internal and external communication techniques.
- Discussing with managers, supervisors, and employees the policy regarding individuals with disabilities to make certain that it is being followed.
- Advising managers and supervisors that they are obligated to prevent harassment of employees placed through affirmative action efforts and that their work performance is being evaluated on the basis of their affirmative action efforts and results, as well as on other criteria.

- Assisting in the identification of problem areas in the implementation of Affirmative Action Programs for individuals with disabilities and in the development of solutions, paying particular attention to the accommodation requirements.
- Designing and implementing an audit and reporting system that will measure the effectiveness of the Company's program, determining the degree to which objectives have been accomplished, and indicating the need for remedial action.
- Determining whether employees with a known disability have had an opportunity to participate in Company-sponsored activities.
- Serving as a liaison between GRW Engineers and responsible organizations concerned with employment opportunities for individuals with disabilities.
- Serving as a liaison between GRW Engineers and enforcement agencies.

Communication of Policy

The Company takes the following steps to disseminate information on the Company's policy on employment of disabled individuals to recruiting sources, applicants, supervisory and management personnel, and other employees:

- The Company's policy is contained in the Policy & Procedure Manual and distributed to all employees.
- The EEO Officer holds periodic meetings with management and supervisory personnel to discuss the Company's policy.
- Prospective employees are informed of the Company's commitment to increase employment opportunities for qualified individuals with disabilities.
- Employees are made aware of the Company's policy through a written policy statement posted throughout the Company's facilities.
- The Company has informed recruiting sources of this policy.
- Written notification of the Company's policy of affirmative action to increase employment opportunities for qualified individuals with disabilities is sent to subcontractors, vendors, and suppliers, requesting appropriate action on their part.

Recruitment

The State Employment Service will be informed of the Company's policy of nondiscrimination and affirmative action.

Personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related employment processes are aware of the Company's commitment to affirmative action.

GRW Engineers recruits applicants for employment on the basis of their demonstrated abilities and competence.

This policy is discussed in employee orientation and management meetings.

Compensation

When offering employment or promotions to an individual with disabilities, the Company will not consider disability income, pension income, or other benefits received by the applicant or employee as relevant to determination of his/her salary. No deductions from Company pay will be made for any other income of that nature.

Policy of Nondiscrimination

The Company does not discriminate against any applicant or employee because of physical or mental disability provided that the applicant or employee is qualified for the position. The Company's commitment to equal employment opportunity includes, but is not limited to the following areas: hiring, upgrading, transfer, recruitment or recruitment advertising, layoff or termination, all forms of compensation, selection for training, education or tuition assistance, seniority, and leaves of absence.

The Company will ensure that the physical and mental job qualification requirements are related to the specific job or jobs for which the person is being considered and are consistent with business necessity and safe performance of the job.

Proper Consideration of Qualifications

All applicants applying for employment with the company are invited to voluntarily identify themselves as disabled and indicate any reasonable accommodation that can be made to enable them to perform a job that they would not otherwise be able to do.

If a disabled applicant or employee is not selected for employment, promotion, or training, the reason for the non-selection is documented and maintained in the personnel file or with the application.

Whenever an accommodation is made for the hire, promotion, or training of a disabled individual, a description of the accommodation is documented and kept with the personnel file or with the application.

Accommodation of Physical and Mental Limitations of Employees

GRW Engineers will try to reasonably accommodate the physical and mental limitations of qualified, disabled applicants or employees so as to ensure that each one is afforded equal opportunity for employment and advancement. In determining the degree of accommodations that may be reasonably undertaken, business necessity and expenses will be considered with such other related factors as: efficiency, health and safety, the essential functions of each specific job, etc. Each decision regarding accommodations will be determined on an individual basis.

The Company will consider the following types of accommodation:

- Architectural Modifications: curb accessibility, entrance door accessibility, ramps, distance from parking lot to building entrance, restroom facilities which accommodate wheelchairs.
- Work Environment Modifications: lowered or raised work surfaces, special lighting, rearranged shelves, and hand-free phones.
- Job Task Modifications: sequencing changes, functional arrangements.
- Equipment Modifications: telephone equipped with amplifiers, altered controls to accommodate left or right hand or foot operation.

Development and Execution of Affirmative Action Programs

The Company is committed to developing, executing, and maintaining an effective Affirmative Action Plan. In order to ensure this result, the Company will use the following procedures:

- The Affirmative Action Plan for individuals with disabilities is made available to current and prospective employees.
- The total selection process including training and promotion is reviewed on an on-going basis to ensure freedom from bias regarding individuals with disabilities that limit their access to all jobs for which they are qualified.
- Approved position specifications are made available to all members of management involved in the recruiting, screening, selection, and promotion process. Pertinent information is also distributed to all recruiting sources.

- All employees significantly involved in recruitment, selection, promotion, disciplinary and related personnel practices are carefully selected and trained to ensure that the commitments in the Affirmative Action Plan are implemented.
- State Employment Services and other recruiting sources are encouraged to refer qualified individuals with disabilities.
- Include the affirmative action clause in covered government contracts and subcontracts.

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Confidentiality Statement

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GRW Engineers does not consent to the release of any confidential information whatsoever contained in the Affirmative Action Plan under the Freedom of Information Act or otherwise. If the Government, or any agency or division thereof, is considering a request for release of this Program under the Freedom of Information Act, we hereby request that the Government immediately notify GRW Engineers of any and all Freedom of Information Act requests and any contemplated release of this Plan by the Government.

The Company further requests that everyone who has any contact with this Affirmative Action Plan, or its supporting appendices, documents, and other data, treat such information as totally confidential and that such information not be released to any person whatsoever.

Statement of Purpose

This plan is written with the intention of meeting the requirements of a contractor's obligations with Section 402, Vietnam Era Veterans Readjustment Act of 1974, as amended.

The plan is presented in recognition of the rights of employees and applicants for employment to be treated on a nondiscriminatory basis. The Company recognizes its obligation to take affirmative action to employ and advance qualified Covered Veterans and Disabled Veterans. The purpose in adopting this Affirmative Action Plan is to utilize Covered Veterans and Disabled Veterans to their full potential in all levels of the organization.

Affirmative Action Policy

It is the policy of the Company not to discriminate against any employee or applicant for employment because he or she is a Covered Veterans and Disabled Veterans in regard to any position for which the employee or applicant for employment is qualified. The Company agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals without discrimination based upon their disability or veteran's status in all employment practices including the following: employment, promotion, termination, compensation, demotion or transfer, recruiting, advertising, layoff or termination, and selection for training. In carrying out this Affirmative Action Program, GRW Engineers will make a good faith effort to reasonably accommodate the physical or mental limitations of any employee or applicant for employment unless such accommodation would impose undue hardship on the conduct of the business.

Affirmative Action Plan Coverage

Applicants and employees who believe themselves covered under this Affirmative Action Program for Covered Veterans and Disabled Veterans may advise the Company at any time that they wish to benefit under this program.

This information will be used solely for the purpose of affirmative action and proper job placement. This information will not be used to exclude or otherwise limit the employment opportunities of qualified Covered Veterans and Disabled Veterans.

The Equal Employment Opportunity Officer is responsible for implementation of the EEO policy within the Company. Gayla P. Szak has been assigned the day-to-day responsibility for implementing the policy regarding Covered Veterans and Disabled Veterans. She has management's support to carry out the following responsibilities:

- Developing policy statements, Affirmative Action Programs, and internal and external communications regarding affirmative action for these protected classes.
- Discussing with managers, supervisors, and employees the policy regarding Covered Veterans and Disabled Veterans to make certain that it is being followed.
- Advising managers and supervisors that they are obligated to prevent harassment of employees placed through affirmative action efforts and that their work performance is being evaluated on the basis of their affirmative action efforts and results, as well as on other criteria.
- Assisting in the identification of problem areas in the implementation of Affirmative Action Programs for Covered Veterans and Disabled Veterans, and the development of solutions, paying particular attention to the accommodation requirements.
- Designing and implementing an audit and reporting system that will:
 - Measure the effectiveness of the Company's program and determine the degree to which objectives have been accomplished.
 - Indicate the need for remedial action.
- Determining whether known Covered Veterans and Disabled Veterans have had an opportunity to participate in the Company-sponsored activities.
- Serving as liaison between GRW Engineers and responsible organizations concerned with employment opportunities for Covered Veterans and Disabled Veterans.
- Serving as liaison between GRW Engineers and enforcement agencies.

Communication of Policy

The Company takes the following steps to disseminate information on the Company's policy on employment of Covered Veterans and Disabled Veterans to recruiting sources, vendors, subcontractors, applicants, supervisory and management personnel, and other employees:

- The Company's policy is contained in the Policy & Procedure Manual and is distributed to all employees.
- The EEO Officer holds periodic meetings with all management and supervisory personnel to discuss the Company's policy.
- Employees are made aware of the Company's policy through a written policy statement posted throughout the Company's facilities.
- Bulletin boards bear the appropriate federal and state EEO posters.
- Recruitment sources are informed of the Company's Equal Employment Opportunity Policy and are requested to recruit and refer in a manner that represents the Company's policy.
- An Equal Employment Opportunity clause is included in all purchase orders.

Recruitment

When hiring opportunities occur, GRW Engineers requests that employment agencies and other sources refer qualified Covered Veterans and Disabled Veterans for consideration.

Recruiting sources have been informed of the Company's policy of nondiscrimination and affirmative action.

Personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related employment processes are aware of the Company's commitment to affirmative action.

The Company recruits applicants for employment on the basis of demonstrated ability and competence.

Sources likely to yield qualified Covered Veterans and Disabled Veterans as applicants are identified and included in our recruiting efforts. All open positions are posted with the local State Employment Services office except executive and top management positions, positions that will be filled from within the Company, and positions lasting three (3) days or less.

The policy is discussed in employee orientation and management meetings.

Compensation

When offering employment or promotions to Covered Veterans and Disabled Veterans, the Company will not consider disability income, pension income, or other benefits received by the applicant or employee as relevant to determination of his/her salary. No deduction from Company pay will be made for any other income of that nature.

Policy of Nondiscrimination

The Company does not discriminate against any applicant or employee because of disability or veteran status, provided the applicant or employee is qualified for the position. The Company's commitment to equal employment opportunity includes, but is not limited to, the following areas: hiring, upgrading, transfer, recruitment or recruitment advertising, layoff or termination, all forms of compensation, selection for training, education or tuition assistance, seniority, and leaves of absence.

GRW Engineers will ensure the physical and mental job qualification requirements are related to the specific job or jobs for which the person is being considered and are consistent with business necessity and safe performance of the job.

Proper Consideration of Qualifications

All applicants applying for employment with the Company will be invited to voluntarily identify themselves as Covered Veterans and Disabled Veterans and to indicate any reasonable accommodation that can be made to enable them to perform a job that they would not otherwise be able to do.

Whenever Covered Veterans and Disabled Veterans are considered for employment, the employment applications are annotated to identify positions for which they are considered.

If a Covered Veterans and Disabled Veterans is not selected for employment, promotion, or training, the reason for the non-selection is documented and maintained in the personnel file or with the application.

Whenever an accommodation is made for the hire, promotion, or training of a disabled individual, a description of the accommodation is documented and kept with the personnel file or with the application.

Accommodation of Physical and Mental Limitations of Employees

GRW Engineers is prepared to make reasonable accommodations to the physical and mental limitations of a disabled veteran unless such accommodation would impose an undue hardship on the conduct of our business. The extent to which accommodations will be made will be a function of several factors including business necessity and cost.

Development and Execution of Affirmative Action Programs

The Company is committed to developing, executing, and maintaining an effective Affirmative Action Plan. To ensure this result, the Company uses the following procedures:

- The Affirmative Action Plan for Covered Veterans and Disabled Veterans is made available to current and prospective employees. They are invited to declare their veteran's status and their desire to be covered under the provisions of the plan.
- The total selection process is reviewed on an on-going basis to ensure freedom from bias regarding Covered Veterans and Disabled Veterans which might otherwise limit their access to all jobs for which they are qualified.
- Approved position specifications are made available to all members of management involved in the recruiting, screening, selection, and promotion process. Pertinent information is also distributed to all recruiting sources.
- All employees significantly involved in recruitment, selection, promotion, disciplinary, and related personnel practices will be carefully selected and trained to ensure that the commitments in the Affirmative Action Plan are implemented.
- State Employment Services and other recruiting sources are encouraged to refer qualified Covered Veterans and Disabled Veterans.
- The affirmative action clause is included in covered government contracts and sub-contracts.

GRW Engineers will meet its annual obligation to file a VETS-100 reporting form showing the number of veterans in our workforce.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2014

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 E-MAIL ADDRESS:	FAX (A/C, No): 502-244-1411													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER D: Travelers Casualty Insurance Co of Amer</td> <td>19046</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F: Kentucky Employers' Mutual Insurance</td> <td>10320</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Company	25615	INSURER B: Travelers Indemnity Company	25658	INSURER C: Cincinnati Insurance Company	10677	INSURER D: Travelers Casualty Insurance Co of Amer	19046	INSURER E: XL Specialty Insurance Company	37885	INSURER F: Kentucky Employers' Mutual Insurance
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6808803L858COF14	03/01/2014	03/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8805L391TIA14	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP3458T0031447 EXS0065793	03/01/2014 03/01/2014	03/01/2015 03/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 C-Occ/Aggregate \$5,000,000
D F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			VMPSUB6127Y97A14 361580 (KY only)	03/01/2014 03/01/2014	03/01/2015 03/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			DPR9710739	03/01/2014	03/01/2015	Each Claim 5,000,000 Aggregate 5,000,000

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

Projects: All Work Performed
 General Liability: Certificate Holder, its elected & appointed Officials, Employees, Agents, Boards, Consultants, Assigns, Volunteers and Successors in interest are included as Additional Insureds.
 Note: Requirements for Environmental and Pollution Liability: Environmental Liability is basically a contractor designed coverage rather than for consulting architects and engineers. The professional liability policy does not exclude pollution incidents that arise out of the scope of professional services. (Per Mr. Tom Sweeney, Claims Manager, Dept. of Law, LFUCG, this is acceptable.)

CERTIFICATE HOLDER

Lexington Fayette Urban County Government/
 Division of Risk Management
 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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