

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 8, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Brandstetter Carroll Inc, 2360 Chauvin Drive, Lexington, KY 40517 (**CONSULTANT**). **OWNER** intends to proceed with the _____ as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 6, 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 6, 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.

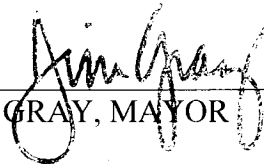
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be 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

BY: 
JIM GRAY, MAYOR


BY: Lawrence W. Brandstetter, President

ATTEST:


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

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Mrs. Lawrence Brandstetter, as the duly authorized representative for and on behalf of Brandstetter (a) (b) (1), on this the 22 day of July, 2014.
My commission expires: 1/9/16.


NOTARY PUBLIC 10457846



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 MWBDE 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 MWBDE 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	ddharbut@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@nwboc.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.

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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:				
	4.5 - Prime has "local" HQ:				
	4.0 - Prime has non-local Kentucky HQ:				
	3.5 - Prime has non-local KY office:				
	1.0 to 3.0 - Prime has no Kentucky office (consider distance):			20	
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 Astin	strand	225-8500	Mark.Astin@strand.com
MICHAEL DAVIS	STRAND ASSOCIATES	225.8500	mike.davis@strand.com
Fred Eastridge	ECSI, LLC	233.2103	feastridge@engr-services.com
Arlen Sandlin	Parsons Brinckerhoff	245-3867	sandlin@pbworld.com
Paul PARSEN	THELEN ASSOCIATES	226-0761	PARSEN@thelena.com
Laura Mize	Lockner	224-4476	LMize@hwlockner.com
ABBIE JONES	ABBIE JONES CONSULTING	859.559.3443	abbie@abbie-jones.com
Greg Isaacs	Palmer	859 389 9293	g.isaacs@palmer.net.com
Kevin Damron	Palmer	859.537.6677	kdamron@palmer.net.com
MIKE MERRIMAN	S&ME	859-293-5518	MMERRIMAN@SMEINC.COM
Megan Kendall	Bell Engineering	859-278-5412	mkendall@hkbell.com
David Schrader	Bell Engineering	859-278-5412	dschrader@hkbell.com
Justin Anderson	HDR ENGINEERING	859-583-5732	justin.anderson@hdrinc.com
Jihad Hallany	Vision Engineering	859-559-0516	Jhallany@visionengr.com
Ethan Buell	BFMJ, INC	859.278.5050	e.buell@bfmj.com
Nicole Pavelich	BFMJ Structural Eng	859-278-5050	n.pavelich@bfmj.com
BRAD FRAZIER	LFUCG ENG	859-258-3410	bfrazier@lexingtonky.gov
Jason Ainslie	L.F. Leggett	859-252-7558	jainslie@leggett.com
WALTER BOWMAN	W. Bowman Assoc.	859 619 0129	waltbowman@twc.com

Questions for RFP #13-2014

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

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

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

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

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

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

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

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

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

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

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

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

ANSWER: If the vendor meets the goals for the project, firms are still required to return the Good Faith Efforts form and check all the things they did to find MWBEs for the job.

The Quote Summary Form is part of the documentation needed if the vendor does not meet the goals for the project. It is not a required form for submittals.

The Substitution Form and the Monthly Payment Report are documents that will be used by the company selected to work on the project.

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

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

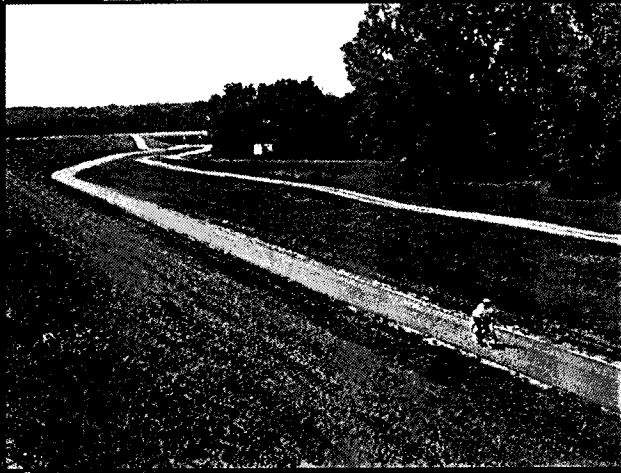
3. Please confirm how many copies are needed. Page 35 of the RFP PDF says "six (8)" (contradicts), while RFP PDF page 37 indicates a total resulting in 8.

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

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

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

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



Qualifications

to provide

Professional Engineering Services

for

Lexington Fayette
Urban County Government
RFP #13-2014

Contracts: 1, 3, 5, & 6

Lexington, Kentucky

March 26, 2014

EXHIBIT B



Brandstetter Carroll Inc.

We Enhance Community and Quality of Life

Table of Contents

- I. Letter of Transmittal
- II. Contract 1 - Roadway Corridor and Intersection Design/Planning:
 - 1. Firm Qualifications
 - 2. Project Team Organizational Chart
 - 3. List of Clients for Which Similar Work has Been Performed
 - 4. List of Similar Projects within the Desired Category
 - 5. Local Office (Attachment One)
- III. Contract 3 - Construction Drawings Review For DOE Manual Compliance
 - 1. Firm Qualifications
 - 2. Project Team Organizational Chart
 - 3. List of Clients for Which Similar Work has Been Performed
 - 4. List of Similar Projects within the Desired Category
 - 5. Local Office (Attachment One)
- IV. Contract 5 - Pedestrian, Bike, or Multimodal Trail Design/Planning
 - 1. Firm Qualifications
 - 2. Project Team Organizational Chart
 - 3. List of Clients for Which Similar Work has Been Performed
 - 4. List of Similar Projects within the Desired Category
 - 5. Local Office (Attachment One)
- V. Contract 6 - Traffic Signal Design
 - 1. Firm Qualifications
 - 2. Project Team Organizational Chart
 - 3. List of Clients for Which Similar Work has Been Performed
 - 4. List of Similar Projects within the Desired Category
 - 5. Local Office (Attachment One)
- VI. Resumes
- VII. DBE Involvement
- VIII. Forms:
 - 1. Affidavit Form
 - 2. Equal Opportunity Form
 - 3. Workforce Analysis Form
 - 4. Firm Information Form
 - 5. LFUCG MWDBE Participation Form
 - 6. LFUCG MWDBE Quote Summary Form
 - 7. Good Faith Efforts Form
 - 8. Statement about Good Faith Efforts
 - 9. General Provisions Agreement Form
 - 10. Insurance Forms
 - 11. Addenda Acknowledgment Forms (3)



Brandstetter Carroll Inc.

We Enhance Community and Quality of Life

2360 Chauvin Drive, Lexington, Kentucky 40517
859 268 1933 VOICE 859 268 3341 FAX

March 26, 2014

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

Re: LFUCG Professional Engineering Services for Contracts One, Three, Five and Six

Dear Ms. Maynard:

On behalf of Brandstetter Carroll Inc., I am pleased to present to you this Proposal to provide Professional Engineering services associated with the completion of the above referenced projects.

Brandstetter Carroll Inc. is a Professional Services firm located in Lexington. BCI specializes in public sector Architecture, Engineering, and Recreation Planning. The firm was founded in 1979 and has grown to include offices in Cincinnati and Cleveland, Ohio. During this time, Brandstetter Carroll Inc. has provided Engineering services to numerous communities in the Commonwealth of Kentucky, including site related engineering for LFUCG related projects. With this proposal, the firm would like to expand the services to LFUCG through the ability to directly provide engineering services for the Contract types shown in this document. It is our opinion that the firm staff is diversified such that the needs of LFUCG will be well served. The content within the remainder of this document will show the abilities of our staff and will show how we can serve LFUCG.

The firm has provided information for each contract on our Firm Qualifications, Project Team Organization, List of Clients, List of Similar Projects and Local Office Information. You will find key team member resumes for all contracts in Section VI., DBE Involvement Information in Section VII and Forms in Section VIII. We have provided tabbed inserts separating each contract to facilitate easy navigation.

The firm's mission is to "enhance community and quality of life". We trust that through this proposal, the City will see the firm's focus on community and how our staff can continue to serve the community in which they live.

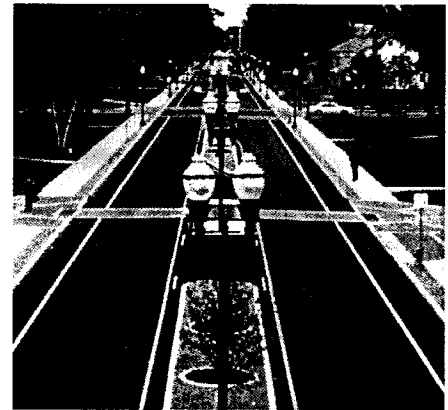
I appreciate the opportunity to submit this information, and welcome a chance to discuss this project in an interview setting, if required.

Very Truly Yours,
Brandstetter Carroll Inc.

Bruce G. Brandstetter, P.E.
Vice President

1. Firm Qualifications

Brandstetter Carroll Inc. (BCI) is a regional firm of Engineers, Architects and Planners founded in 1979 with the express purpose of providing professional services to public sector clients on a regional basis. Since the firm's inception, BCI has grown to support a staff of 50 members, including Civil Engineers, Transportation Engineers, Surveyors, Architects, Landscape Architects, LEED Accredited Professionals, Construction Administrators, and Resident Inspectors. The firm currently maintains offices in Lexington, Kentucky as well as Cincinnati and Cleveland, Ohio.



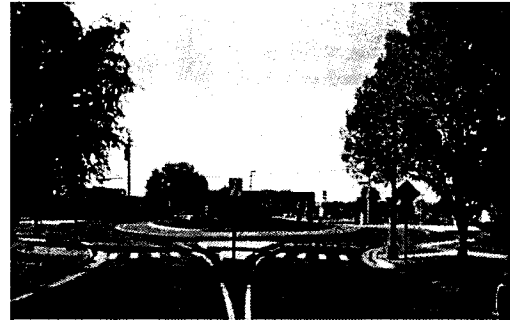
2. Brandstetter Carroll Inc. Roadway Corridor and Intersection Design/Planning

The Transportation Engineering Division includes staff members who have a strong background in local, state and federal roadway projects throughout their careers. The Team members that make up the Transportation Engineering Division have worked on highway projects ranging from the design of interstate rehabilitation projects to local intersection improvements for federal, state and local roadways. This Division has extensive experience in roadway design, intersection improvements, pavement rehabilitation projects, roadway lighting, utility relocation, traffic signal design, corridor location studies, and signal optimization and coordinating signals.

Recently, BCI has had the pleasure of being involved in very challenging, yet successful, transportation engineering projects. Most of these projects have taken years to gestate due to funding and other regulatory issues. However, the end results have been assets to communities in various forms. Some have assisted with addressing capacity issues, some have assisted with addressing longevity issues, while others have assisted with providing pedestrian options for the general public. All of these have contributed to the quality of life of the communities where they are built. This is why BCI practices in this field. Our staff is committed to helping to increase the quality of life for our clients.

Transportation related projects have the ability to affect a very large number of citizens on a daily basis. This fact needs to be kept in mind because, while the end product may be a net benefit, the process to get there is typically one which negatively affects the public's time. On most large projects, BCI recommends that our clients engage in some type of public outreach to receive feedback on the project. The comments received usually make good points which can easily be incorporated in the design package at little to no cost to the project budget. This also helps build grassroots support which can be an asset during the construction phase of the project.

Assignments such as this can be challenging in various ways. BCI has found that having a single point of contact with the City is the best way to deliver the services that LFUCG will require. For this assignment, BCI has designated Charlie Schneider, P.E. as our Project Manager. Mr. Schneider is well versed in the requirements of this task order and will provide a direct local contact to LFUCG staff. He will be assisted on specific tasks by the other Engineers within the firm.



Bruce Brandstetter, P.E., is designated as Principal-in-Charge. This is a role he has filled for nearly all Transportation related projects for the firm since 1982. In this role he will oversee staff requirements and ensure that the overall needs of LFUCG are met throughout the term of this contract.

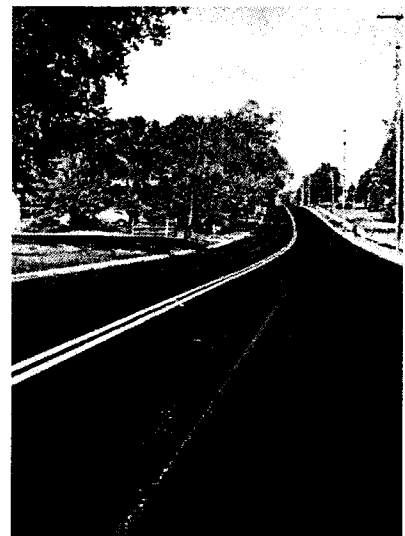
On most projects, BCI becomes involved with the client at the stage of project inception. This allows our staff and the client to work together on creative solutions while still keeping an eye on the budget requirements for the project. If selected for this task order, Mr. Schneider will be available to work with the LFUCG staff at any stage in the project development. However, the firm has found that early integration with the design team produces the best results for all parties.

BCI can provide professional services for the following project types for the city of Lexington:

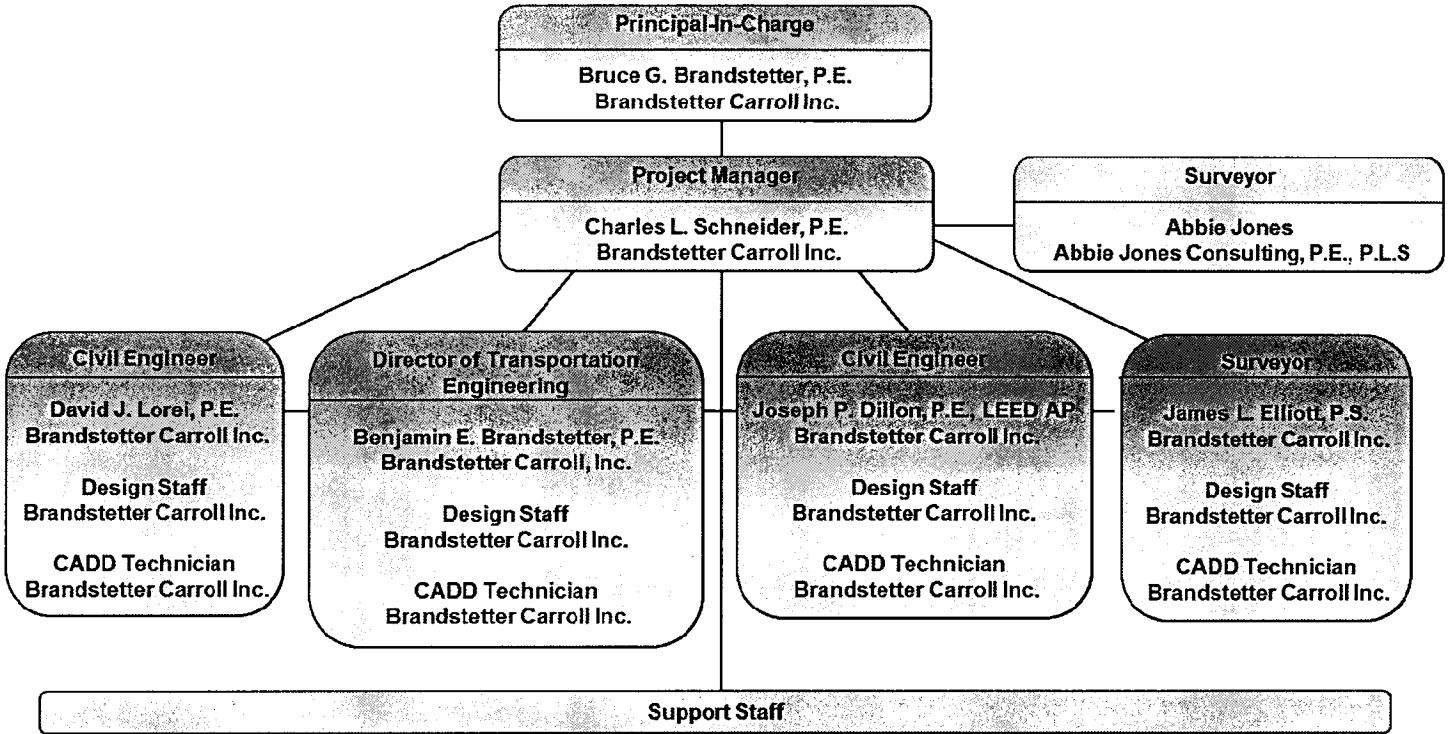
- Municipal Traffic Master Planning
- Corridor Planning
- Roadway Lighting
- Signage and Striping Plans
- Traffic Maintenance Plans
- Roadway and Street Design
- Sidewalk Design and Improvements

Some of the firm's most recent projects include:

- Historic Monmouth Streetscape, Newport, Kentucky
- South Monmouth Street and Carothers Road Master Plan, Newport, Kentucky
- Route 8/Third Street Reconstruction, Newport, Kentucky
- Broadway Corridor Master Plan - Frankfort, Kentucky
- Burlington Sidewalks, Boone County, Kentucky
- Rogers Lane Sidewalks, Boone County, Kentucky
- Hebron Sidewalks, Boone County, Kentucky
- Ludlow Elm Street Streetscape, Ludlow, Kentucky
- Beall Avenue Streetscape, Wooster, Ohio
- Downtown Master Plan and Streetscape Design, Lebanon Ohio
- Village Square Master Plan- Mariemont, Ohio
- Kenwood Road Reconstruction, Madeira, Ohio
- Beal Avenue Reconstruction, Bucyrus, Ohio



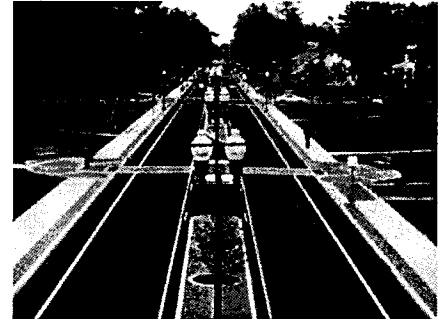
Organizational Chart



BCI encourages the City to contact the following references as testimony to the firm' past performance.

Depot Street and Utility Replacement Reconstruction

Winchester, Kentucky and Winchester Municipal Utilities
Mr. Joe Tincher, Engineering Technician
PO Box 40
Winchester, KY 40392
859.744.7019
jtincher@winchesterky.com



Newport Pavilion Parkway

Mr. Greg Tulley, Planning & Development Coordinator
City of Newport, Kentucky
859.292.3666
gtulley@newportky.gov



Ronald Reagan Way

Mr. Greg Bickford
8540 Kenwood Road
Sycamore Township, OH 45236
513.792.7250
gbickford@sycamoretownship.org



Beall Avenue Streetscape

Mr. Joel Montgomery
538 N. Market Street
Wooster, Ohio 44691
330.263.5234
jmontgomery@woosteroh.com



State Route 98 Reconstruction

Mr. Jeff Wagner
500 S. Sandusky Ave.
Bucyrus, Ohio 44820
419.562.6767
ssd@cityofbucyrusoh.us

Kenwood Road Reconstruction

Mr. Tom Moeller
7141 Miami Ave.
Madeira, OH 45243
513.561.7228
tmoeller@madeiracity.com



Depot Street Reconstruction

Winchester, Kentucky

Brandstetter Carroll Inc. was selected to provide engineering services for the Depot Street Reconstruction project. The scope of the project includes the reconstruction of 4,200 square yards of brick pavement, storm sewer repair, sanitary sewer separation, water main rehabilitation, and site amenities. Each element was implemented to accommodate the Farmer's Market that is held on Depot Street. BCI provided full engineering services including field surveying, design and construction documents, bidding and construction administration.

Completion Date: 2013

Construction Cost: \$1,000,000.



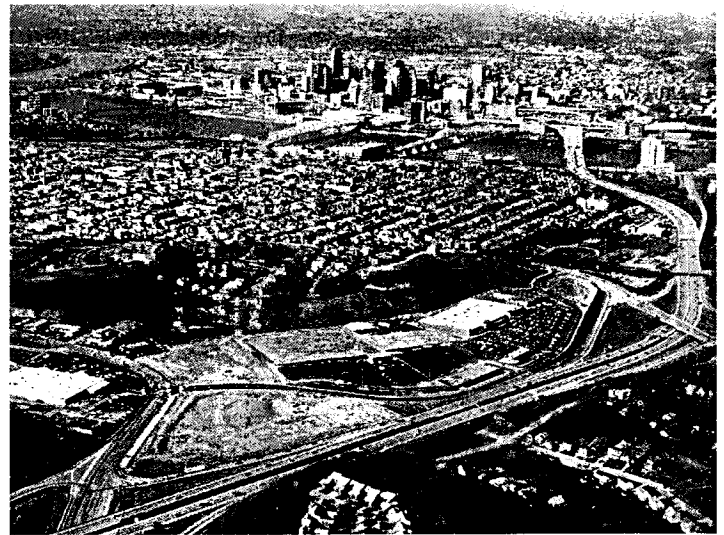
Pavilion Parkway

Newport, Kentucky

The Pavilion Parkway is a connector serving the Newport Pavilion which is a development between Memorial Parkway and Carothers Road. It includes two new traffic signals within the new alignment along with landscape areas at select locations in the median. The total construction cost for mass excavation, roadway, and utility work exceeded \$19 million. BCI also completed site planning and design for the adjacent retail locations for Anchor Properties.

Completion Date: 2013

Construction Cost: 19,000,000



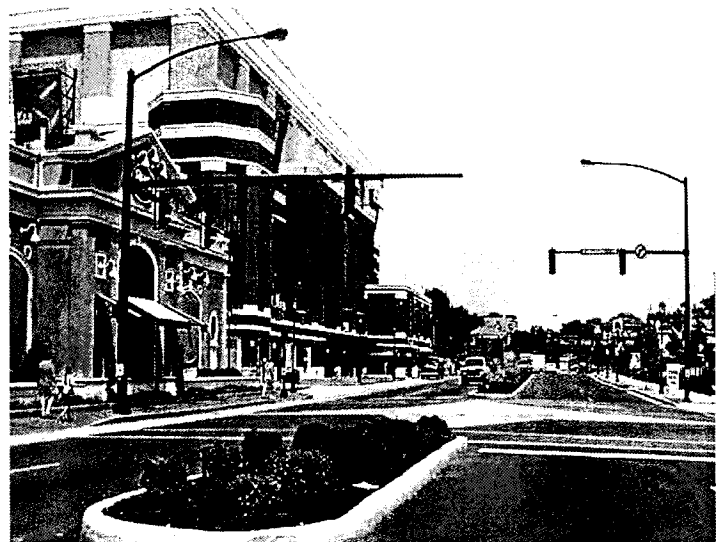
Newport-on-the-Levee

Newport, Kentucky

Brandstetter Carroll Inc. is playing a major role in the design of the redevelopment of Newport's commercial and entertainment district by providing site design improvements for three projects. These include the Newport Aquarium, Newport-on-the-Levee Development and six blocks of State Route 8 Reconstruction. Funding is through private developers, KTC and local funds.

Completion Date: 2002

Construction Cost: \$2,000,000





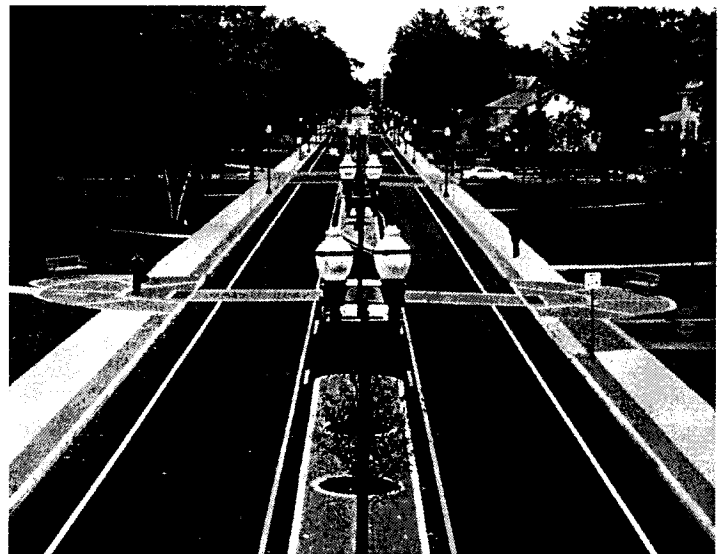
Beall Avenue Streetscape

Wooster, Ohio

This project first began with a Master Plan for improvements along 6,000' of roadway on a major thoroughfare that connects downtown, residential and commercial areas and the College of Wooster campus. Improvements include water lines (5,550 ft.), sewer separations consisting of storm sewers (3,200 ft.), sanitary sewers (5,200 ft.), new sidewalks, signage coordination, bike lanes, decorative lampposts, landscaped medians, brick crosswalks and removal of overhead utilities. A traffic study was conducted which lead to reducing the number of signalized intersections.

Completion Date: 2008

Construction Cost: \$10,800,000.



Kenwood Road Reconstruction

Madeira, Ohio

Brandstetter Carroll Inc. designed the \$4.5 million Kenwood Road Reconstruction Project for the City of Madeira. This project included the complete reconstruction of the roadway. In doing so, the project was able to add two bike lanes and a five-foot wide sidewalk. The project was funded with a 50% match from the Ohio Public Works Commission. Engineering services included surveying, design, construction administration and resident inspection services.

Completion Date: 2010

Construction Cost: \$4,500,000



Ronald Reagan Way

Sycamore Township, Ohio

This \$2.3 million roadway project was designed to serve a 400,000 square foot of office building, a new FBI regional headquarters, and a 400 room hotel. BCI began this project in 2007 with Traffic Impact Study. The firm continued through the design phase, construction administration and inspection phases. The scope of the construction included an underground detention system, underground utilities, a new water main, and sidewalks on for pedestrian access. The new traffic signal serves the intersection at Hosbrook Road and provides an efficient means of egress for the hotel and office users in the development.

Completion Date: 2012

Construction Cost: \$2,300,000



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	April 1979	20	4
Local Office	Lexington, KY			
PM Location	Lexington, KY			
Supporting Office	Cincinnati, OH	1982	15	5
SubConsultants				
Name:	Abbie Jones Consulting	2011		
Service Provided	Surveying			
Headquarters	Lexington, Kentucky		4	4
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the 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.

1. Firm Qualifications

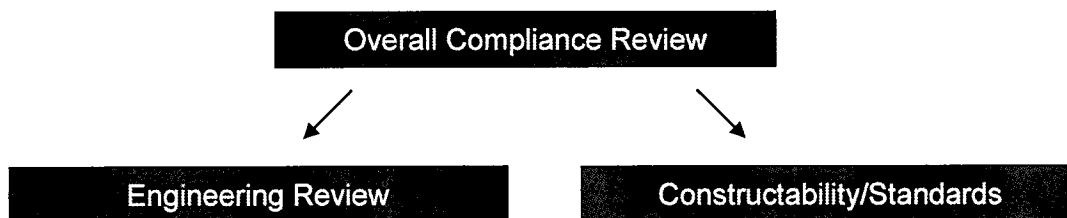
Brandstetter Carroll Inc. (BCI) is a regional firm of Engineers, Architects and Planners founded in 1979 with the express purpose of providing professional services to public sector clients on a regional basis. Since the firm's inception, BCI has grown to support a staff of 50 members, including Civil Engineers, Transportation Engineers, Surveyors, Architects, Landscape Architects, LEED Accredited Professionals, Construction Administrators and Resident Inspectors. The firm currently maintains offices in Lexington, Kentucky as well as Cincinnati and Cleveland, Ohio.



2. Brandstetter Carroll Inc. Construction Drawings Review for DOE Manual Compliance

BCI believes that for a project to be considered a success, the project needs to be constructed on-time and on-budget, while exceeding the Owner's expectations. A major component of a successful project is a good set of construction drawings that meet the rules and regulations set forth for that particular project. Meeting with the Owner prior to beginning design services is essential to define scope and expectations. It is at this time, where BCI defines rules and regulations to be followed during the design process and completion of the construction drawings. In this particular case, the DOE Manual will be complied with.

BCI has been successful in developing an in-house Quality Control Program to reach these compliance goals. Below is the Quality Assurance and Quality Control (QA/QC) model that is in place.



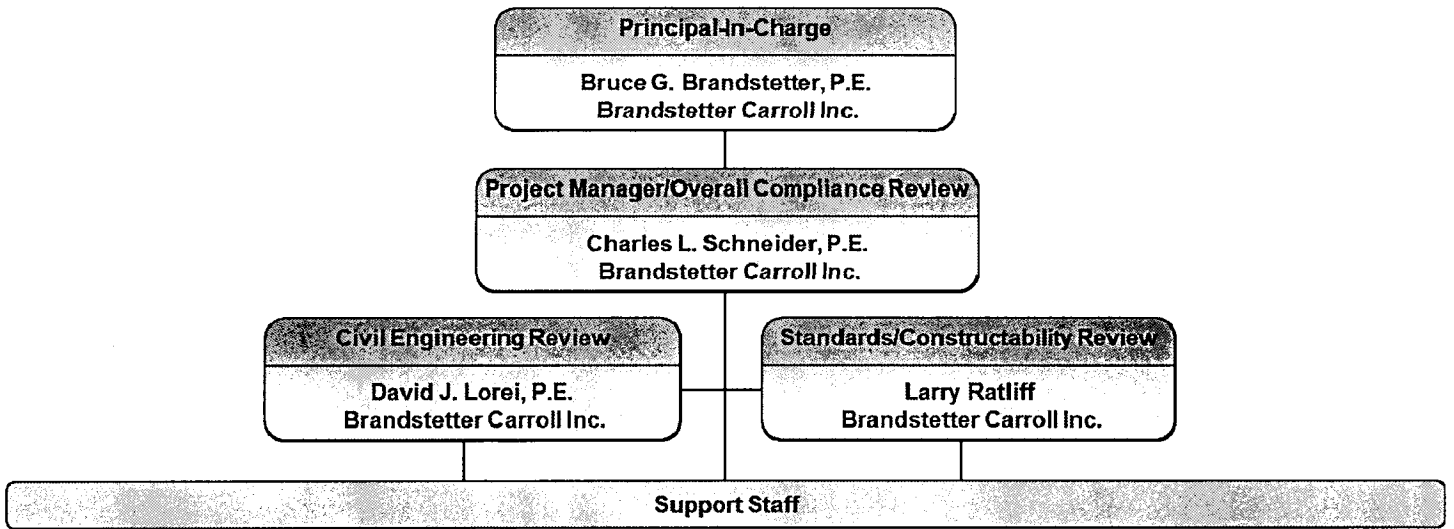
As organized, Charles L. Schneider, P.E. would perform the overall DOE Manual Compliance review for the construction drawings. As needed, David J. Lorei, P.E. and engineering staff members, will provide the Engineering Review element while Larry Ratliff will provide the Constructability/Standards evaluation. BCI has found that multiple reviews of projects are often required, as people's experience and focus are often unique to their background and experience. BCI's in-house Quality Control will provide these compliance reviews of the construction documents prior to the staged submittals.

BCI staff will work closely with the LFUCG staff to ensure the DOE manuals are followed and to produce the project on-time and on-budget. In situations such as this BCI becomes an extension of the staff it is working with. This teaming effect builds a relationship that grows and becomes very effective. In some instances, this relationship has grown to the point that BCI has been a part of staff supplementation programs for years at a time.

Additionally, BCI has been providing Civil Engineering services since 1982, and has provided consulting services to over 200 villages, cities, counties, townships, and private sector clients. Included in these services, BCI has provided Construction Drawings Reviews. This Division has extensive experience providing these services throughout the Commonwealth of Kentucky and the State of Ohio.

- City of Newport, KY
- City of Madeira, OH
- Village of South Lebanon, OH
- Village of Newtown, OH
- City of Bucyrus, OH
- Monroe Township, OH
- West Union, OH
- Sycamore Township, OH
- Village of Cleves, OH
- Milford, OH
- Upper Sandusky, OH
- Bethel, OH

Organizational Chart



BCI encourages the City to contact the following references as testimony to the firm' past performance.

Village of Newtown

Mayor Curt Cosby
3537 Church Street
Newtown, Ohio 45244
513.235.0523
curtcosby@newtownohio.gov



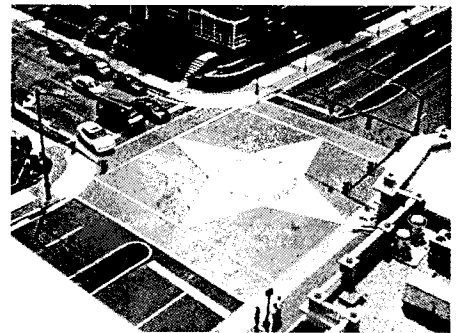
City of Newport

Mr. Doug Roell
998 Monmouth Street
Newport, Kentucky 41071
859.292.3637
droell@newportky.gov



City of Bucyrus

Mr. Jeff Wagner
500 S. Sandusky Ave.
Bucyrus, Ohio 44820
419.562.4013
ssd@cityofbucyrusoh.us



Kenwood Road Reconstruction

Mr. Tom Moeller
7141 Miami Ave.
Madeira, OH 45243
513.561.7228
tmoeller@madeiracity.com

Monroe Township

Ms. Dani Speigel
2828 St. Rt. 222
Bethel, Ohio 45106
513.753-5122
dspeigel@swohio.twcbc.com



Village of Newtown

Newtown, Ohio

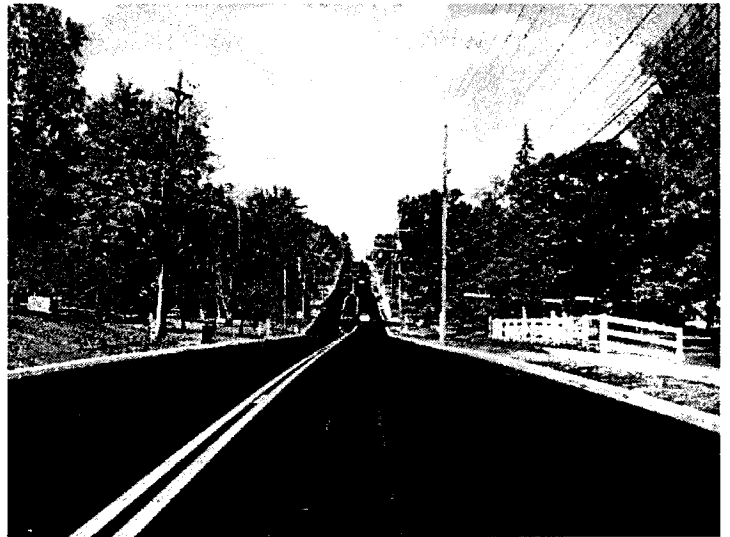
BCI has been assisting the Village of Newtown with general engineering services since the 1980s. The components of this service have ranged from infrastructure design to private development plan review. The latter service includes the need for BCI to review the plans for both constructability and for conformance to village standards.



City of Madeira

Madeira, Ohio

The City of Madeira has been a client of BCI since the 1990s. During this time, BCI has been an extension of their management staff. Through years of providing engineering services to Madeira, BCI has both learned and helped to develop the design standards and criteria for public projects in the city. BCI also provides private development plan review for the city to ensure conformance with city standards.



City of Bucyrus

Bucyrus, Ohio

The city of Bucyrus selected BCI to provide general engineering services in 2009. Their particular need was to have a consultant as an extension of their staff. Bucyrus is not large enough to justify the expense of a full-time professional engineer, so BCI is able to provide this service in a more economical manner. In addition, the needs of the city vary, so having a diverse in-house professional staff provides the city with access to a breadth of experience that a single professional would not possess. BCI also provides plan review services for private development in the city.



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	1979	20	4
Local Office	Lexington, KY			
PM Location	Lexington, KY			
Supporting Office	Cincinnati, OH	1982	15	5
SubConsultants				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

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1. Firm Qualifications

Brandstetter Carroll Inc. (BCI) is a regional firm of Engineers, Architects and Planners founded in 1979 with the express purpose of providing professional services to public sector clients on a regional basis. Since the firm's inception, BCI has grown to support a staff of 50 members, including Civil Engineers, Transportation Engineers, Surveyors, Architects, Landscape Architects, LEED Accredited Professionals, Construction Administrators and Resident Inspectors. The firm currently maintains offices in Lexington, Kentucky as well as Cincinnati and Cleveland, Ohio.



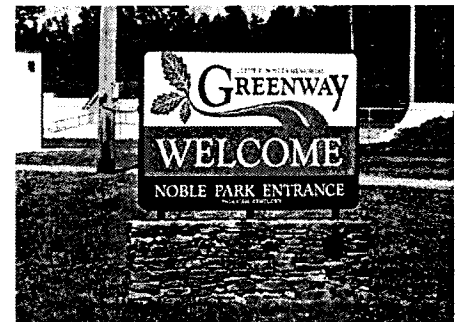
2. Brandstetter Carroll Inc. Pedestrian, Bike or Multimodal Trail Design/Planning

Since 1989, the Firm has had a **Recreation, Planning and Landscape Architecture Division (RPLA)** that is dedicated solely to the planning and development of high quality trails, parks, recreation areas, greenways, and park systems throughout Kentucky, Ohio, and the eastern half of the United States. The RPLA Division is Lexington-based and has experience with projects nationwide including assignments in Kentucky, Ohio, West Virginia, Virginia, Texas, Georgia, Tennessee, New York, and New Jersey.

BCI has completed over 100 park and trail projects in the region, most of which included multi-purpose trails. The firm utilizes the in-house resources of its Transportation Engineers, Civil Engineers, and Landscape Architects in each area of critical design associated with these types of assignments. A sample of the firm's recent experience includes:

Trail and Bikeway Design Projects

- Millennium Park, Danville Kentucky (2 miles)
- Paducah Greenway Trail (1.6 miles – LPA Project)
- Mills Road Park, Kenton County, Kentucky (2 miles)
- Winton Woods Harbor Renovation, Hamilton County, Ohio (1.6 miles)
- Mill Creek Trail, Reading, Ohio (1 mile creekside trail)
- Great Miami Trail Phases III and IV, Middletown, Ohio (2.7 miles)
- Stepping Stones Park Trail, Upper Sandusky, Ohio (1.4 miles)
- Mike Miller Park, Marshall County Kentucky (2 miles)
- Oak Grove Park Trail – Centerville, Ohio – 3.5 miles
- Kellogg Ave. Bike Path – Hamilton County, Ohio – 1.55 miles
- Cynthiana-Harrison County Park Trail – 1.85 miles
- Florence Government Center Bikeway - Florence, Kentucky – 0.4 mile

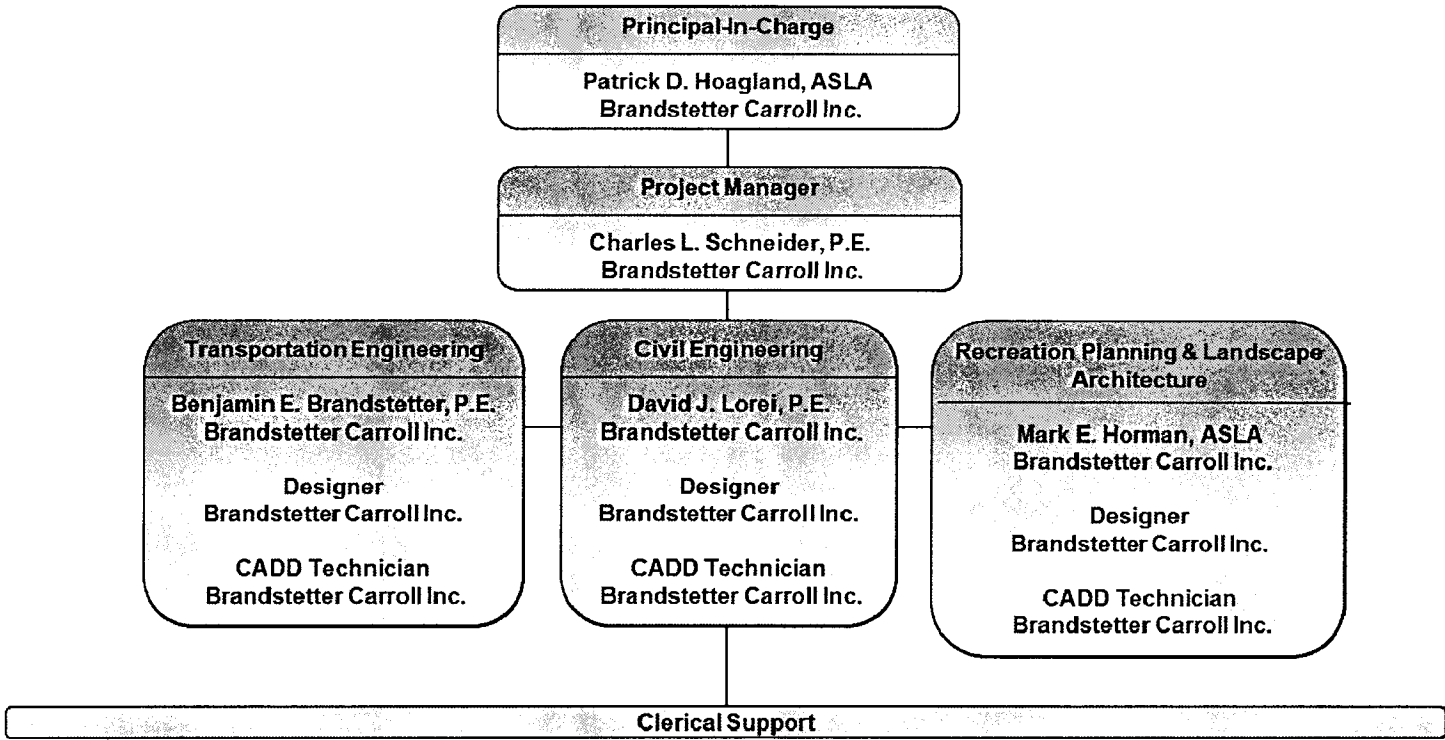


- L&N Pedestrian and Bikeway Bridge, Newport, Kentucky – 2,000 l.f.
- Riverside Park, Anderson Township, Ohio (1 mile)
- Anderson Sidewalk Enhancement Program, Anderson Township, Ohio
- Reading Mill Creek Trail – Reading, Ohio
- Belle Mead GSA Depot Park Master Plan, Somerset County, New Jersey (5 miles)

Bikeway and Greenway Planning Projects

- Oldham County Bike, Pedestrian, and Trails Master Plan, Oldham County, Kentucky
- Clear Creek Greenway Trail Master Plan, Shelby County, Kentucky
- Cincinnati Avenue Trail and Pedestrian Bridge, Lebanon, Ohio
- Towpath Trail Stage 3, Cleveland, Ohio
- Cincinnati Parks and Greenways Master Plan – Cincinnati, Ohio
- Brunswick Trails Master Plan – Brunswick, Ohio
- Wyoming Bikeway Plan – Wyoming, Ohio
- Paducah Greenways Master Plan – Paducah, Kentucky
- Boone County Parks, Recreation and Greenways Master Plan
- Park and Recreation System Master Plans for over 40 cities and counties, many of which involved trail and greenway recommendations.

Organizational Chart



BCI encourages the City to contact the following references as testimony to the firm' past performance.

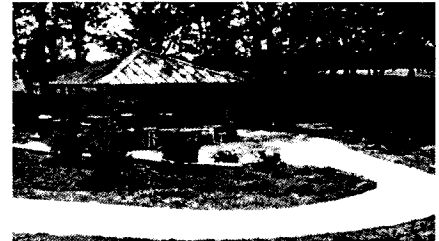
Paducah Greenway Trail, Phase I

Mr. Mark Thompson, Director
City of Paducah, Kentucky Parks Services
270.444.8696
mthompson@ci.paducah.ky.us



Millennium Park Trails

Mr. John Drake, Director
Danville-Boyle County Parks
859.238.1233
jed_ref@yahoo.com



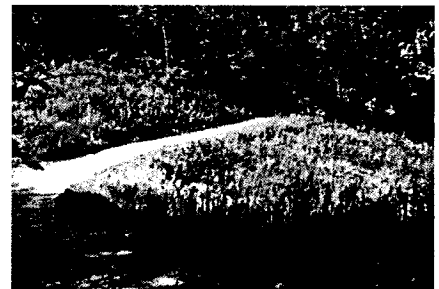
Oldham County Bike, Pedestrian and Greenway Trails Master Plan

Ms. Emily Liu, Assistant Director
Oldham County Planning and Zoning Commission
502.222.1476
eliu@oldhamcounty.net



Colerain Park and Clippard Park

Kevin Schwartzhoff
4725 Springdale Road
Colerain Township OH 45251
513.385.7503
kschwartzhoff@coleraintwp.org



Boone County Extension Education & Nature Center

Mr. David Whitehouse, Director
Boone County Parks and Recreation
859.334.2133
dwhitehouse@boonecountyky.org

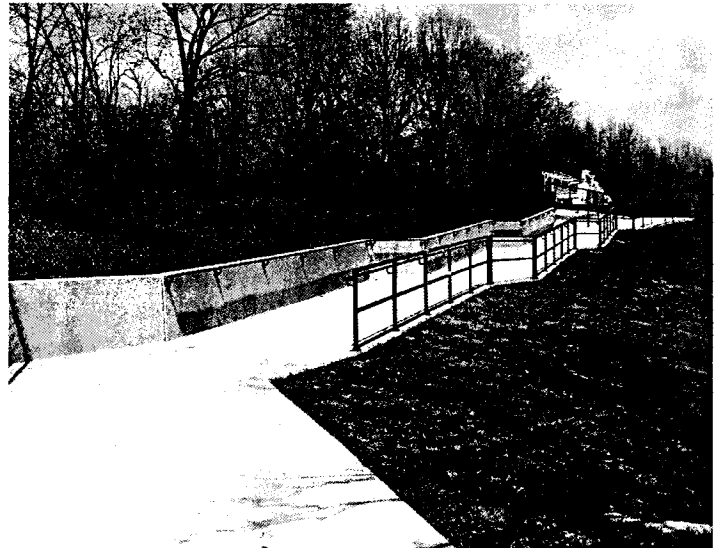


Paducah Greenway Trail, Phase I

Paducah, Kentucky

BCI prepared a Greenway Plan for Paducah and then followed with the design of the Paducah Greenway Phase I, which was recently completed. This assignment included a 1.6 mile long trail on a floodwall levee that is owned by the City. The project was coordinated with the Corps of Engineers and the State Department of Highways. The current estimate is \$481,000 for the 10' wide paved trail, trailside shelters, and a restroom building, and funding was provided through the Transportation Enhancement Program. This phase of the trail extends from downtown Paducah at the Expo Center to Route 45, near Noble Park.

Completion Date: 2013
Construction Cost: \$481,000



Oldham County Bike, Pedestrian and Greenway Trails Master Plan

Oldham County, Kentucky

BCI completed a Comprehensive Bike, Pedestrian and Greenway Trails Master Plan for Oldham County. The Plan started with a Greenways Summit in which several interest groups participated to share their vision and passion for greenways and trails. Extensive research was conducted regarding future road improvement plans and suggested trail routes. A detailed Action Plan identified steps for implementation of the Master Plan. The Plan process was fast tracked to meet funding source deadlines, and the entire project was completed in five months, which included extensive public input.

Completion Date: 2008



Millennium Park Trails

Danville, Kentucky

Millennium Park is a 135 acre regional park, with a multi-use trail that spans over two miles. The park was developed in five phases over the last ten years. The combined project estimate was \$4.7 million, and the overall expenditures to date are \$ 4.4 million. In addition to the trails, the park includes seven baseball/softball fields, seven soccer fields, football stadium, several playgrounds and picnic shelters, maintenance complex, natural area, pond, and more.

Completion Date: Ongoing
Construction Cost: \$4,400,000 to date





Great Miami River Trail

Middletown, Ohio

BCI designed Phases III and IV to provide the final link between Middletown and Franklin, Ohio. The alignment follows the Great Miami River and parallels State Route 73. The total cost of both phases was nearly \$2 million and was partially funded through 2009 Federal Stimulus Funds provided by the Department of Energy. The length of Phases III and IV is 2.7 miles, with a total trail length of approximately 4 miles.

Completion Date: Phase IV design was completed in 2010; pending bidding

Construction Cost: Total cost of Phase III - \$510,000
Phase IV estimate - \$1,600,000.



Colerain and Clippard Trails

Colerain Township, Ohio

Colerain Township Park consisted of the complete redesign of an existing park which included 1.5 miles of new paved multi-use trails. Clippard Park was also a redevelopment of 21 acres, and was opened to the public on September 30, 2010. The site includes 0.75 miles of paved multi-use trails, as well as additional features including a sprayground, skate park, two baseball fields, three picnic shelters, Boundless Playground, and more.

Completion Date: 2003 – Colerain, 2010 - Clippard

Construction Cost: \$1,630,000 – Colerain, \$889,929 - Clippard



Winton Woods Harbor Renovation

Hamilton County Park District

The Winton Woods Harbor Renovation encompassed over 1.6 miles of 15' wide paved multi-use trail which is the highlight of the park. To accomplish the loop trail, two pedestrian bridges were developed. One is a freestanding bridge over the lake to accommodate pedestrians as well as emergency vehicles. The other is cantilevered off of an existing highway bridge. The overall project estimate was \$5.2 million with the low bid within \$50,000.

Completion Date: 1997

Construction Cost: \$5,200,000



Attachment 1

Project Team Location(s)

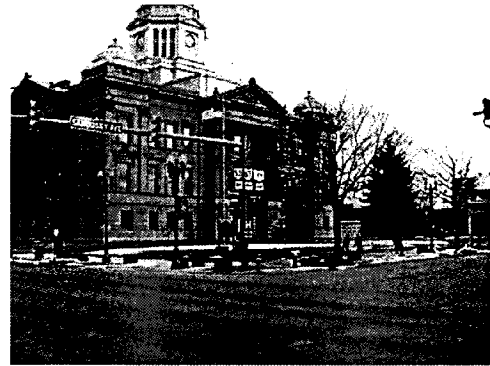
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Headquarters	Lexington, KY	April 1979	20	4
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PM Location	Lexington, KY			
Supporting Office	Cincinnati, OH	1982	15	5
SubConsultants				
Name:	Abbie Jones Consulting	2011		
Service Provided	Surveying			
Headquarters	Lexington, Kentucky		4	4
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

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2. Brandstetter Carroll Inc. Traffic Signal Design

BCI has the personnel and experience to perform a multitude of professional services within the area of traffic engineering. The staff has worked on project types ranging from traffic impact studies to signal designs and intersection improvements. More specifically, the BCI staff has been involved in the development of signage and striping plans, maintenance of traffic plans, intersection signalization improvements, capacity analysis studies for intersections and urban roadways, corridor location studies, and signal timing optimizations for coordinated signals.



BCI has found that having a single point of contact with the City is the best way to deliver the services that LFUCG will require. For this assignment, BCI has designated Charlie Schneider, P.E. as our Project Manager. Mr. Schneider is well versed in the requirements of this task order and will provide a direct local contact to LFUCG staff. For the majority of the tasks on this project, Mr. Schneider will be assisted by Benjamin E. Brandstetter, P.E. He has completed the majority of the firm's traffic related projects over the past nine years. This includes traffic studies, signal design, and other analyses.

One of the more "cutting edge" projects that the firm has been involved with is the installation of a HAWK Signal in Madeira, Ohio. The City is blessed with a vibrant downtown commercial area which attracts a large number of pedestrians. The main crosswalk in the City has experienced some safety issues and in-pavement lights were installed a number of years ago in order to increase the level of pedestrian safety. In this situation, the in-pavement lights were not as effective at controlling vehicular traffic and actually gave pedestrians a false sense of security when they pressed the "Walk" button. As a result, the City is in the process of installing a High intensity Activated crossWALK, or HAWK, in this location. This will allow the pedestrians to activate a "red" signal which will force the vehicles to stop at this location. When a pedestrian has not actuated the crosswalk, the

signal heads will be dark and vehicles will pass the crossing without impedence. Only a handful of these crosswalks have been installed in the eastern half of the US as they are a recent edition to the MUTCD.

BCI is also currently working to implement the roadway and utility improvements associated with the Montgomery Road/Hosbrook Road Traffic Impact Study for the new FBI Regional Headquarters in the vicinity of I-71 and Kenwood Road in Sycamore Township, Ohio. The study components included the analysis of a 400,000 SF office complex as well as a 300 room hotel. The study area included 10 intersections in both Sycamore Township and Madeira. The proposed improvements include a new access road serving the development and numerous locations of turn lanes and other off-site improvements. The purpose of the study was to give Sycamore Township officials an understanding of the impacts that the proposed development will have on the overall community, not just in the immediate vicinity of the project area. The study included an analysis of alternatives for roadway alignments and alternative means of interconnecting existing and proposed developments.

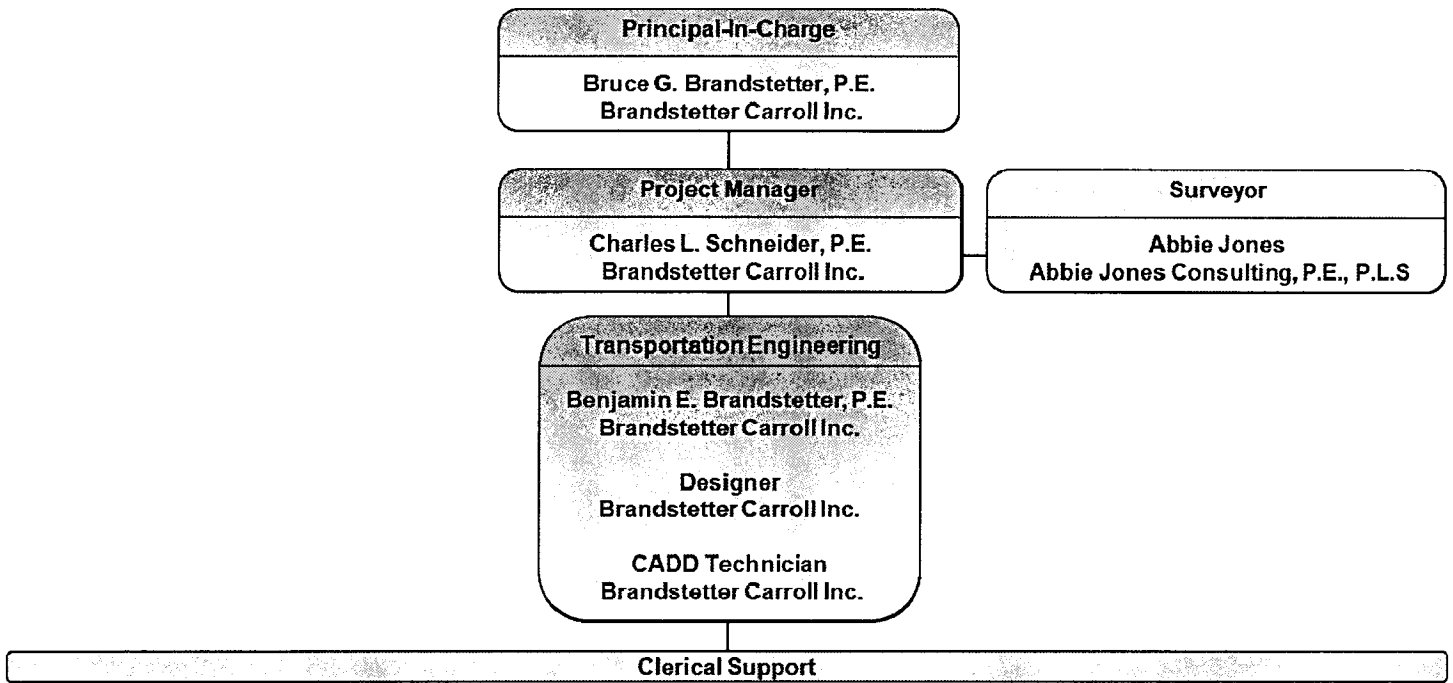


On another project, BCI recently completed a traffic impact study for a proposed new roadway just north of Cincinnati. This road will serve a new 125,000 square foot office building and associated outlots. The study was reviewed by various state and local officials. As part of the study, BCI has developed corridor options which include a new roundabout and access management provisions to address off-site driveway coordination.

In addition to these projects, BCI has completed the following traffic related assignments over the past seven years.

- Traffic Signal Interconnect, S.R. 32, Newtown, Ohio
- Lebanon Road – Pike Street Signal, South Lebanon, Ohio
- Denlinger Road Corridor Study, Trotwood, Ohio
- Lakota Drive West Roundabout, Butler County Engineers Office
- Pavilion Parkway Signal Design, Newport, Kentucky
- Traffic Impact Study, Washington, Ohio
- Intersection Improvements, SR 62, Washington, Ohio
- S.R. 48 Traffic Impact Study, South Lebanon, Ohio
- Beall Avenue Signals and Crosswalk Lighting, Wooster, Ohio
- Route 8/Third Street Signal Design, Newport, Kentucky
- Traffic Signal Interconnect, S.R. 125, Bethel, Ohio
- Market and Light Streets Traffic Signal, Felicity, Ohio
- In-Pavement Crosswalk Lighting, Madeira, Ohio

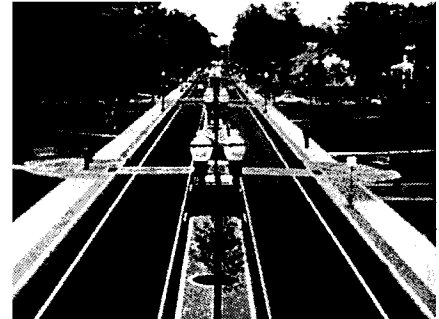
Organizational Chart



BCI encourages the City to contact the following references as testimony to the firm' past performance.

Newport Pavilion Parkway

Mr. Greg Tulley, Planning & Development Coordinator
City of Newport, Kentucky
859.292.3666
gtulley@newportky.gov



City of Edgewood

Mr. Bob Begnoche
385 Dudley Road
Edgewood, KY 41017
859-331-8126
rb@edgewoodky.gov



Montgomery Road (US 22) Hosbrook Road Traffic Study

Mr. Greg Bickford
8540 Kenwood Road
Sycamore Township, OH 45236
513.792.7250
gbickford@sycamoretownship.org



Kenwood Road Reconstruction

Mr. Tom Moeller
7141 Miami Ave.
Madeira, OH 45243
513.561.7228
tmoeller@madeiracity.com



Historic Monmouth Streetscape

Newport, Kentucky

Brandstetter Carroll Inc. completed a \$4 million improvement program on Monmouth Street in the City of Newport. Monmouth Street is historically the primary commercial corridor of the City. As part of these improvements, new traffic signals were installed on Monmouth Street from 4th to 11th Streets. The improvements included new mast arm traffic signals, pavement markings and signage. The mast arm poles selected are a historic style that compliment new street lighting. The services included an analysis of converting the street from one way travel to two way travel. You may notice in this picture that the mast arms for a two-way street are already in place to ease in a future conversion.

Completion Date: 2007
Construction Cost: \$4,000,000.



Ronald Reagan Way

Sycamore Township, Ohio

BCI began this project in 2007 with a Traffic Impact Study. The firm continued through the design phase, construction administration and inspection phases. The scope of the construction included an underground detention system, underground utilities, a new water main, and sidewalks on for pedestrian access. The new traffic signal serves the intersection at Hosbrook Road and provides an efficient means of egress for the hotel and office users in the development.

Completion Date: 2012
Construction Cost: \$2,300,000



Pavilion Parkway

Newport, Kentucky

The Pavilion Parkway is a connector serving the Newport Pavilion which is a development between Memorial Parkway and Carothers Road. It includes two new traffic signals within the new alignment along with landscape areas at select locations in the median. The total construction cost for mass excavation, roadway, and utility work exceeded \$19 million. The two new traffic signals were located on state routes in Campbell County and were approved by the KYTC district office.

Completion Date: Ongoing
Construction Cost: 19,000,000



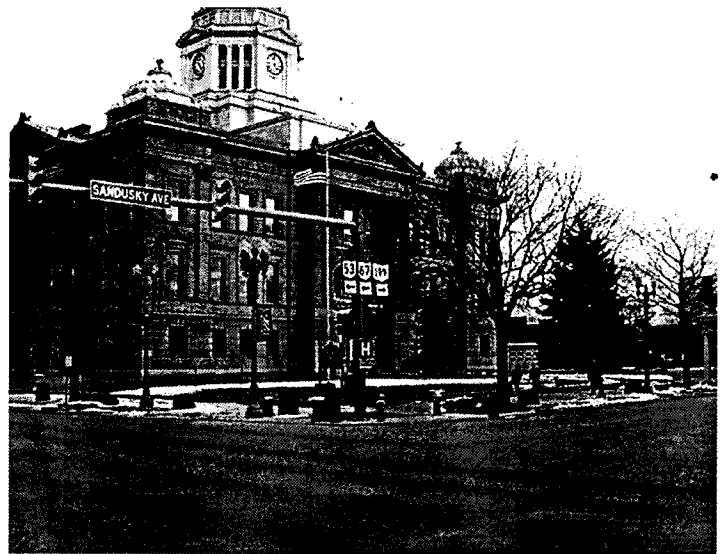


Upper Sandusky Traffic Signalization

Upper Sandusky, Ohio

Brandstetter Carroll Inc. has been involved in providing new traffic signals in the downtown area of the City of Upper Sandusky over the past eight years. In the first phase, three intersections were improved on State Route 30, the main east west corridor in the City. Three years later, new traffic signals were installed on the north-south corridor in the City, State Route 199/53. Mast arm signals were installed at all intersections. This project was locally funded and was coordinated with the Downtown Streetscape project. In 2002, the City completed two additional intersections on State Route 199.

Construction Cost: \$500,000



Traffic Signalization and Intersection Improvements

Shelby, Ohio

In conjunction with a Downtown revitalization project, Brandstetter Carroll Inc. provided the Engineering services for improvements to five intersections in the City of Shelby, Ohio. Construction was completed in 2001. Mast arm signals were installed on all the intersections, along with cable and conduit for an interconnect system. This project is located along State Route 39. Historic signal poles, arms and light fixtures were installed. The project also included mast arm cross walk signalization, signage and pavement markings.

Completion Date: 2001

Construction Cost: \$465,000



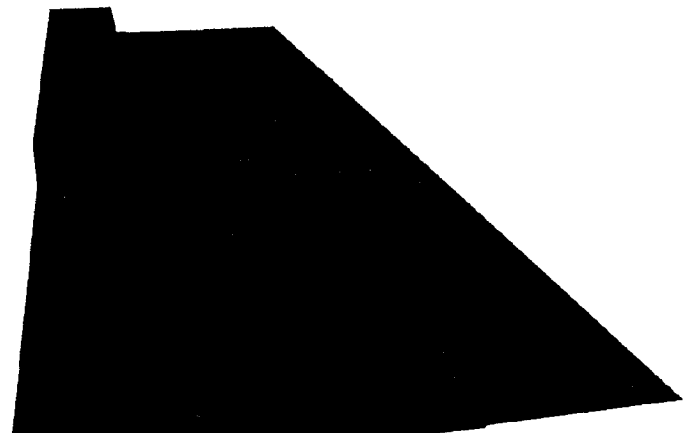
Madeira H.A.W.K. Signalization

Madeira, Ohio

The City has a vibrant downtown commercial area which attracts a large number of pedestrians. The main crosswalk in the City has experienced some safety issues. The in-pavement lights were not as effective at controlling vehicular traffic and gave pedestrians a false sense of security when they pressed the "Walk" button. As a result, the City is in the process of installing a High intensity Activated crossWalk, or HAWK. Pedestrians activate a "red" signal which will force the vehicles to stop at this location. When a pedestrian has not actuated the crosswalk, the signal heads will be dark and vehicles will pass without impedence. Only a handful of these crosswalks have been installed in the eastern half of the US as they are a recent edition to the MUTCD.

Completion Date: Spring 2014

Construction Cost: \$125,000



Attachment 1

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Headquarters	Lexington, KY	April 1979	20	4
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PM Location	Lexington, KY			
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SubConsultants				
Name:	Abbie Jones Consulting	2011		
Service Provided	Surveying			
Headquarters	Lexington, Kentucky		4	4
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

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EDUCATION

The Ohio State University, B.S.C.E.

REGISTRATION

Professional Engineer:

Commonwealth of Kentucky #24663

State of Ohio #47486

State of West Virginia #015401

State of New Jersey #24GEO4887000

AFFILIATIONS

- American Water Works Association
- Ohio Rural Water Association
- Smale Commission on Infrastructure Reinvestment
- American Society of Highway Engineers, National Board Member

EXPERIENCE

Contract One- Roadway Corridor and Intersection Design/Planning

- Street Improvements
Newport, Kentucky
- Pavilion Parkway
Newport, Kentucky
- Route 8 Reconstruction
Newport, Kentucky
- Carpenter Street Reconstruction
Athens, Ohio
- Denlinger Road Corridor Study
Trotwood, Ohio
- East River Road Improvements
Moraine, Ohio
- Riverhills Drive/SR 32 Intersection
Newtown, Ohio
- Kellogg Road
Hamilton County Engineer's Office
- Loveland-Madeira Road Construction
Loveland, Ohio
- Deerfield Road Reconstruction
Lebanon, Ohio
- Miami Avenue Reconstruction
Madeira, Ohio

- SR 62 Intersection Improvements, The Crossings
Washington, Ohio
- Salem Avenue Improvements
Trotwood, Ohio
- Shawnee Run Road Improvements
Madeira, Ohio

Contract Three – Construction Drawings Review for DOE Manual Compliance

- Newport on the Levee Development
Newport, Kentucky
- DHL Airways, Inc. Sort Facility
Greater Cincinnati/Northern Kentucky International Airport, Hebron, Kentucky
- Newport Promenade
Newport, Kentucky

Contract Five – Pedestrian, Bike or Multimodal Trail Design/Planning

- Clear Creek Greenways Action Plan
Shelbyville, Kentucky
- Millennium Park Trail
Danville, Kentucky
- S. R. 741 Pedestrian Bridge
Moraine, Ohio
- Madeira Sidewalk/Bikeway Program
Madeira, Ohio
- Cincinnati Avenue Sidewalk and Pedestrian Bridge
Lebanon, Ohio
- Dawson Road Bikeway
Madeira, Ohio
- Kenwood Road Bikeway
Medina, Ohio

Contract Six – Traffic Signal Design

- Monmouth Street Signalization
Newport, Kentucky
- Sandusky Avenue Signalization
Upper Sandusky, Ohio
- Downtown Signalization Phase I and II
Upper Sandusky, Ohio
- Beall Avenue Signals and Reconstruction
Wooster, Ohio



EDUCATION

University of Texas
University of Kentucky, B.S.C.E.
Major Area of Study – Hydrology and Hydraulics

REGISTRATION

Professional Engineer:
Commonwealth of Kentucky #22599

CERTIFICATIONS

Certified Pool Operator, Ohio Aquatic Council, LTD—2008

SPECIALTIES

- Site Development and Utilities
- Roadway Line and Grade
- Aquatic Mechanical Design
- Water and Waste Water Treatment

EXPERIENCE

Contract One- Roadway Corridor and Intersection Design/Planning

- Oak Grove Park Infrastructure and Roadways
Centerville-Washington Park District, Ohio
- Newport Pavilion and Pavilion Parkway
Newport, Kentucky
- Plum Creek Christian Church Access Road
Butler, Kentucky
- Patricia Allyn Park Infrastructure and Roadways
Clearcreek Township, Ohio
- Redfox Resort Access Road
Knott County, Kentucky
- Harold's Branch Road Improvements
Pikeville, Kentucky
- Beall Avenue Streetscape
Wooster, Ohio

Contract Three – Construction Drawings Review for DOE Manual Compliance

- Upper Sandusky
- Soth Lebanon
- City of Newport

Contract Five – Pedestrian, Bike or Multimodal Trail Design/Planning

- Paducah Greenway Master Plan and Phase I Design
Paducah, Kentucky
- Preston Miller Park Trail
Bowling Green, Kentucky
Louisville/Jefferson County, Kentucky
- Cynthiana-Harrison County Park Trail
Cynthiana, Kentucky
- Beall Avenue Streetscape
Wooster, Ohio



EDUCATION

Georgia Institute of Technology
B.S.C.E.

REGISTRATION

LEED Green Associate, 2011
Professional Engineer:
State of Ohio, #70412,
Commonwealth of Kentucky #24663
State of New Jersey #24GEO4892900
State of Indiana # 11100559

AFFILIATIONS

- American Society of Civil Engineers
- American Society of Highway Engineers
- Boone County Planning Commission
- Leadership Northern Kentucky 2008
- Vision 2015 Northern Kentucky Regional Parks Task Force

EXPERIENCE

Contract One- Roadway Corridor and Intersection Design/Planning-

- Ronald Reagan Way
Sycamore Township, Ohio
- Carpenter Street Reconstruction
Athens, Ohio
- Carpenter Street Renovation
Athens, Ohio
- Lakota Drive West Roundabout and Bike Trail
Butler County Engineer's Office
- Pavilion Parkway/SR 1125
Newport, Kentucky
- Beall Avenue Improvements
Wooster, Ohio
- Frontage Road
Sycamore Township, Ohio
- Sturbridge Neighborhood Reconstruction
Sycamore Township, Ohio
- Burlington Sidewalk Enhancements
Boone County, Kentucky
- Denlinger Road Corridor Study
Trotwood, Ohio

Contract Three – Construction Drawings Review for DOE Manual Compliance

- City of Newport
- Village of Newtown
- City of Bucyrus
- Monroe Township

Contract Five – Pedestrian, Bike or Multimodal Trail Design/Planning

- Milltown Trail Phases III and IV
Wooster, Ohio

Contract Six – Traffic Signal Design

- Angliana Avenue High Density Student Housing Site and Traffic Study
Lexington, Kentucky
- Denlinger Road Corridor Study
Trotwood, Ohio
- Hosbrook Road – Montgomery Road TIS
Sycamore Township, Ohio
- Lebanon Road – Pike Street Traffic Signal
South Lebanon, Ohio
- SR 62 Intersection Improvements, The Crossings
Washington, Ohio
- SR 48 Traffic Impact Study
South Lebanon, Ohio
- Hosbrook Road Traffic Calming Study
Sycamore Township, Ohio



Mr. Ratliff is a Senior Designer and Production Manager with years of proven experience and ability in demonstrating a comprehensive design approach in mechanical process, structural, architectural, and civil disciplines providing full spectrum continuity throughout the development of water, wastewater, and varied other engineering projects.

As a senior level designer, his utilization of a multi-discipline perspective allows him to design projects that prove truly effective, operate with maximum efficiency, and provide ease of operation by plant personnel. Strong, practical design and management experience allow proper execution of required project tasks to be performed in a timely and precise manner, helping to ensure a successful project.

As a Production Manager, he is responsible for the coordination, direction, oversight, and management of the project team, including the day-to-day activities involving engineers, designers, technicians, sub-consultants and contractors (during the pre-construction and construction phases). All aspects regarding the preparation of drawing and specification production are within this realm of responsibilities as well.

EDUCATION

Computer Science
University of Kentucky, Lexington, KY
Computer Programming
Somerset State Technical School, Somerset, KY
Technical Design/Drafting
Somerset State Technical School, Somerset, KY
Computer Aided Design
AutoCAD, MicroStation, Intergraph, and CADAM (30 years' experience)
NASSCO -PACP
The National Association of Sewer Service Companies-
Pipeline Assessment and Certification Program Confined
Space Entry Training
O'Brien & Gere Engineers (Entrant, Attendant & Supervisor
9/12/12)

REGISTRATION

- Class III Wastewater Treatment Plant Operator, Kentucky #6391

AFFILIATIONS

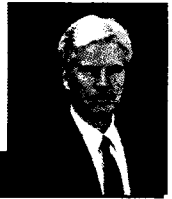
- North Central Water and Wastewater Operators Association (NCWWOA)

EXPERIENCE

Contract 3 – Construction Drawings Review for DOE Manual Compliance

*All projects completed prior to joining BCI.

- Georgetown WWTP No. 2 (1st Toyota WWTP in U.S.A.)
Georgetown, Kentucky
- Cedar Creek WWTP
Louisville MSD, Kentucky
- Otter Creek WWTP
Richmond, Kentucky
- Strodes Creek WWTP
Winchester, Kentucky
- Irvine WWTP
Irvine, Kentucky
- Berea WWTP
Berea Kentucky
- Redstone Arsenal WWTP
Huntsville, Alabama
- West Hickman Creek WWTP
Lexington, Kentucky
- Jeffersonville WWTP
Jeffersonville, Indiana
- South Dearborn WWTP
Jeffersonville, Indiana
- Kajima WWTP
Frankfort, Kentucky
- Maysville WWTP
Maysville, Kentucky
- Beecreek WWTP
Murray, Kentucky



EDUCATION

University of Cincinnati
BS, Civil and Environmental Engineering

REGISTRATION

Professional Engineer:
Commonwealth of Kentucky, #20027
State of Ohio, #58230
State of West Virginia, #014786
LEED® Accredited Professional 2009
OSHA 40-hour HAZWOPER Trained

EXPERIENCE

Contract One- Roadway Corridor and Intersection Design/Planning

- Sheckler St, Oak Ridge & Lakewood Drives Reconstruction Project
Bucyrus, Ohio
- Beal Ave Reconstruction Project
Bucyrus, Ohio
- Charles Street Sewer Separation Project
Bucyrus, Ohio
- Spring Street Reconstruction Project
Bucyrus, Ohio
- Lawrenceburg Rd Water Main Extension Project (Phase 1 & 2)
Cleves, Ohio
- Downtown Curb Ramp Program
Upper Sandusky, Ohio

Contract Three - Construction Drawings Review for DOE Manual Compliance

- Ragland Road Storm Study
Village of Newtown, Ohio
- Water Tower Evaluation
Village of West Union, Ohio
- Main Street Water Line Replacement
Village of West Union, Ohio
- Highland Avenue Water Line Replacement
Northern Kentucky Water District
- Wyandot County Engineer Complex
Wyandot County, Ohio

- Markle Levee-Sluice Gate Improvements
Markle, Indiana
- Sunny Lake Park Improvements
Aurora, Ohio
- Burdsall Avenue Improvement Project
Fort Mitchell, Kentucky
- Various Sanitary Sewer Projects
City of Independence, Kentucky
- Carbon Way, new road, Richwood Industrial Park
Boone County, Kentucky
- Dixie Highway Storm Sewer Improvement Project
Fort Mitchell, Kentucky
- Amsterdam Road, Street and Storm Sewer Project
Kenton County, Kentucky
- Fayette Mall Expansion & the Plaza at Fayette
Lexington, Kentucky
- Nordstrom at Kenwood Mall
Sycamore Township, Ohio
- Rivers Crossing Commercial Center including infrastructure and individual projects
South Lebanon, Ohio
- Home Depot Stores
Washington Court House, Ohio, Marysville Ohio, Crescent Springs, Kentucky
- United Dairy Farmers Freezer Warehouse
Erlanger, Kentucky
- Gateway Business Park- Infrastructure and Distribution Building
Hebron, Kentucky
- Wild Flavors - American Headquarters
Hebron, Kentucky
- Mazak Tools -Northern American Sales Center
Independence, Kentucky
- Continental Web Press
Boone County, Kentucky
- United States Post Office
Mason, Ohio, Cincinnati (Price Hill), Ohio



EDUCATION

Northern Kentucky University
Associates Degree in Construction Technology (1988)

REGISTRATION

PLS – KY # 3613

AFFILIATIONS

- Kentucky Association of Professional Surveyors (KAPS)
- Kentucky Society of Professional Engineers – Affiliate (KSPE)
- American Society of Civil Engineering Technicians (ASCET)
- Kentucky Association of Mapping Professionals (KAMP)
- American Public Works Assoc. (APWA)
- American Water Works Assoc. (AWWA)

EXPERIENCE

Contract One- Roadway Corridor and Intersection Design/Planning

- State Route 98 Improvements
Bucyrus, OH
- Montgomery Road / Hosbrook Road Utility Relocation
Sycamore Township
- Pavilion Parkway Widening
Newport Kentucky
- Newport Pavilion – Phase II
Newport, Kentucky

Contract Three – Construction Drawings Review for DOE Manual Compliance

- West Union, Ohio, Main Street and North Area Water Line Replacements
- Highland Avenue Water Line Replacement
Northern Kentucky Water District
- Pavilion Parkway Utilities
Newport, Kentucky

Water Projects Prior to Joining BCI Include:

- Droege Avenue Waterline
Taylor Mill
- Poole’s Creek No. 2 Water Line Extension
Cold Spring, Kentucky

Past Work Experience

- Integrated / Riegler Engineering, LLC
Boone County Kentucky – Office Lead
- Civil and Environmental Consultants,
Cincinnati, OH - Civil Project Manager
- Foppe Technical Group
Crescent Springs, Kentucky – Civil Project Manager
- David E. Estes, Engineering
Florence, KY – Senior V.P. and Civil Project Manager
- Cardinal Engineering Corp.
Wilder, Kentucky – Senior Designer



EDUCATION

The University of Dayton, B.S.C.E.

REGISTRATION

Professional Engineer:
State of Ohio #68301
State of Kentucky # 28239

AFFILIATIONS

- American Water Works Association
- American Public Works Association

EXPERIENCE

Contract One- Roadway Corridor and Intersection Design/Planning

- Pavilion Parkway
Newport, Kentucky
- Beall Avenue Streetscape
Wooster, Ohio
- Forestlake Drive Reconstruction
Anderson Township, Ohio
- Collinsdale Avenue Reconstruction
Anderson Township, Ohio
- Street Revitalization
Ludlow, Kentucky
- Hazen Avenue
Madeira, Ohio
- Kugler Mill Road Reconstruction
Hamilton County, Ohio
- Compton Estates Subdivision Improvements
Hamilton County, Ohio
- East River Road Improvements
Moraine, Ohio
- High Point Subdivision, Reconstruction
Hamilton County, Ohio
- SR 32 Widening and Intersection Improvements
Newtown, Ohio
- Iuka Avenue Storm Study
Madeira, Ohio
- Plan Reviews, Shawnee Reserve Subdivision
Madeira, Ohio

- Buckingham Place
Columbia Township
- Church Street Improvements
Newtown, Ohio
- Plainville Area Streets
Columbia Township, Ohio
- Ludlow Streetscape Project, Phase I
Ludlow, Kentucky

Contract Three – Construction Drawings Review for DOE Manual Compliance

- Collinsdale Avenue
Anderson Township, Ohio
- Hazen Avenue
Madeira, Ohio
- Kugler Mill Road Reconstruction
Hamilton County, Ohio
- East River Road Improvements
Moraine, Ohio
- SR 32 Widening and Intersection Improvements
Newtown, Ohio
- Dolphin Drive Improvements
Columbia Township, Ohio
- Tealtown Road – Sugar Camp Transmission Main, Clermont County Water and Sewer District
Batavia, Ohio
- Beall Avenue Streetscape and Infrastructure Development,
Wooster, Ohio
- South Seventh Street Sewer Separation
Upper Sandusky, Ohio
- Shayler Road Phase B
Clermont County Water and Sewer District
- Lebanon Road Sewer Extension
Lebanon, Ohio
- Main Street Pump System Upgrade
South Lebanon, Ohio
- Wellfield Expansion
Morrow, Ohio
- Water Treatment Plant Facility and Water main Extension
South Lebanon, Ohio
- Winton Road Waterline Replacement
Cincinnati Water Works



EDUCATION

The Ohio State University,
B.S. Landscape Architecture

REGISTRATION

Registered Landscape Architect:

Commonwealth of Kentucky – 316, Ohio – 663,
Commonwealth of Virginia – 0406001787, Tennessee –
0487, West Virginia – 352, CLARB – 1339, Georgia –
LA001486, New Jersey - 21AS00096200, Texas –
2781,

Council of Landscape Architectural Registration Boards
Certificate

AFFILIATIONS

- American Society of Landscape Architects
- (KY Chapter – President, 1984 and Trustee, 1991-1996)
- Kentucky Recreation and Park Society
- Ohio Parks and Recreation Association

EXPERIENCE

Contract Five – Pedestrian, Bike or Multimodal Trail
Design/Planning

- Oldham County Bike, Pedestrian and Greenway Trails
Master Plan
Oldham County, Kentucky
- Paducah Greenway Master Plan and Phase I Design
Paducah, Kentucky
- Winton Woods Harbor Renovation
Hamilton County, Ohio
- Clear Creek Greenways
Shelbyville, Kentucky
- Symmes Township Park
Cincinnati, Ohio
- Millennium Park and Trails
Danville, Kentucky
- Mill Creek Trail
Reading, Ohio
- Ohio Township Park Trail
Clermont County, Ohio
- Anderson-Dean Park
Harrodsburg, Kentucky

- Preston Miller Park Trail
Bowling Green, Kentucky
- Dawson Road Bikeway
Madeira, Ohio
- Kellogg Avenue Bikeway Path
Hamilton County, Ohio
- Kenwood Road Bikeway
Madeira, Ohio
- Campbellsville, Kentucky Bikeway
- Bellevue Cycling Trail/Center
Bellevue, Kentucky
- Stepping Stones Park Trail
Upper Sandusky, Ohio
- Clyde Community Park Trail
Clyde, Ohio
- Florence Government Center Bikeway
Florence, Kentucky
- Perkins Creek Trail
Paducah, Kentucky
- Oak Grove Park Trail
Centerville-Washington Park District, Ohio
- Cynthiana-Harrison County Park Trail
Cynthiana, Kentucky
- Sycamore Township Nature Park
Sycamore Township, Ohio
- Sidewalk and Curb Program
Burlington, Kentucky
- Beall Avenue Pedestrian/Streetscape Enhancement
Wooster, Ohio
- Sidewalk and Curb Program
Newport, Kentucky
- Eight Mile, Hunley, and Forest Roads
Anderson Township, Ohio
- Sidewalk Inspection/Replacement Program
Upper Sandusky, Ohio
- Sidewalk Inspections and Replacement Program
Reading, Ohio



EDUCATION

University of Kentucky
B.S. Landscape Architecture

REGISTRATION

Registered Landscape Architect:
Commonwealth of Kentucky

AFFILIATIONS

- Council of Landscape Architectural Registration Boards - Kentucky State Board of Examiners and Registration of Landscape Architects Governor Appointed: 1984-1987, Re-appointed: 1987-1990, 1990 – 1993
- Elected Kentucky delegate to the National Meeting of the Council of Landscape Architectural Registration Boards 1985, 1986, 1987, 1988, 1990
- President of the Kentucky State Board of Examiners and Registration of Landscape Architects, 1991-1993
- Additional: Participated in the joint authorship of Kentucky's newly ratified registration laws and CLARB National Committee on Continuing Education for Landscape Architects

EXPERIENCE

Contract Five – Pedestrian, Bike or Multimodal Trail Design/Planning

- Oldham County Bike, Pedestrian, and Greenway Trails Master Plan
Oldham County, Kentucky
- Paducah Greenway Master Plan and Phase I Design
Paducah, Kentucky
- Millennium Park and Bike Trails Planning and Design
Darville, Kentucky
- Preston Miller Park Trail
Bowling Green, Kentucky
- Florence Government Center Bikeway
Florence, Kentucky
- Miles Property Master Plan
Louisville/Jefferson County, Kentucky
- Cynthiana-Harrison County Park Trail
Cynthiana, Kentucky
- Muhlenberg County Courthouse Plaza
Greenville, Kentucky

- Washington County Courthouse Plaza
Springfield, Kentucky
- Broadway Corridor Master Plan
Frankfort, Kentucky
- Washington Streetscape
Washington, Kentucky
- Beall Avenue Streetscape
Wooster, Ohio
- Mariemont Village Square Master Plan
Mariemont, Ohio
- Arts and Entertainment Center Master Plan
Cincinnati, Ohio
- Historic Monmouth Streetscape
Newport, Kentucky
- Aronoff Center Plaza and Streetscape
Cincinnati, Ohio
- Main Street Revitalization Plan
City of Shelbyville, Kentucky
- South Monmouth Corridor Master Plan
Newport, Kentucky
- Angliana Avenue High Density Student Housing
Lexington, Kentucky
- Green County Judicial Center
Greensburg, Kentucky
- Kenton County Jail
Covington, Kentucky
- Kentucky Association of Counties Office Headquarters
Frankfort, Kentucky
- Washington County Judicial Center
Springfield, Kentucky
- Hart County Judicial Center
Munfordville, Kentucky
- Newport Pavilion
Newport, Kentucky

Abbie Jones, PE, PLS

PROJECT MANAGER, PRINCIPAL-IN-CHARGE (AJC)



Education

BS, Civil Engineering, 2000
Tennessee Technological University

Professional Registrations:

Kentucky PE 26780
Kentucky PLS 3639
Certified Floodplain Manager
KPESC-RI Erosion Card

Abbie has worked in the engineering and survey industry for 14 years, working in both the public and private sectors. She has quickly become acclimated to her new home as she was honored as the **2011 Bluegrass Chapter Nominee for Young Engineer of the year for KSPE.**

Abbie has experience in the planning, survey, design and maintenance perspectives of transportation. She knows that including field operations staff early in the planning process helps create a more comprehensive solution. Abbie's experience is especially strong in highly urbanized areas with multimodal design components. She has managed the GIS System for an agency and understands uniquely how to gain more stakeholder involvement.

Her management will include:

- Brief Scoping meetings per task order
- Brief Friday update emails
- Provide cutting-edge ideas for cost-saving considerations
- Former civil service perspective

SERVICE, COMMITTEES, & AWARDS

- Named Georgia Young Engineer of the Year 2005 and Bluegrass Chapter Nominee for Kentucky Young Engineer of the Year, 2011
- Kentucky Society of Professional Engineers
- Kentucky Section of Institute of Transportation Engineers
- Surface Transportation Technical Committee for North Central Texas Council of Governments, 2008-2009
- Transportation Management Committee (with TXDOT), 2008-2009
- Hurst, TX Technical Staff representative to Traffic Safety Committee, 2008-2009
- Milton, GA Technical Staff representative to Greater Atlanta Regional Transportation Authority (GRTA), 2007

Relevant Project Experience

1. **KYTC US231, Bowling Green, KY (2013)**- 9-24hr, 3 bin video turning movement and 2 – 7 day tube classification counts. Highest ADT=48,600.
2. **Private Developer, Outer Loop, Louisville, KY (2013)** – 2-13hr 3 bin video turning movement emergency counts. Highest ADT=22,603.
3. **KYTC Louisville Bridges (2013)**– Video, Tube, and - multi-lane 8 bin interstate radar volume and class counts. Highest ADT=39665.
4. **KYTC US25 - Corbin , KY (2013)**– 8-24hr 2 bin video turning movement and 4-2 hr manual turning movement counts. Highest ADT=28,926.
5. **KYTC KY 54 - Owensboro, KY (2013)** – 8-24hr video turning movement and 2-2-hr manual turning movement counts. Highest ADT=38,388.
6. **Brannon Crossing, Lexington, KY (2012)** – 4-24hr video turning movement counts. Highest ADT=51,277.
7. **Mountain Parkway Extension , Morgan Co, KY (2011-2012)**– Video and Tube Counts. Highest ADT=5,422.
8. **Euclid Rd Kroger, Lexington, KY (2012)** – Manual Counts. Peak hour count.
9. **Chinoe Rd Kroger, Lexington, KY (2012)** – Manual Counts. Peak hour count.
10. **3rd and Central Avenue, Louisville, KY (2012)** – 24 hr video turning movement counts. ADT: 58,776
11. **Floating Bike Lane-Vine Street, Lexington, KY (2012)** – 2 hr manual peak hour/lane transition bike counts.
12. Project Manager for a **KYTC Highway Design Guide Manual Update** through KTC. This project covers all categories of design. (2011-2012)

Continuing Education

- Forthcoming Case Study with Miovision
- 2012 Basic Traffic Engineering Course with KTC
- 2012 KYTC/ACEC-KY/FHWA Partnering Conference, ACEC-KY, Traffic Data Collection Section.
- 2012 Presenter to Madison County Planning Commission Courses for Continuing Education
- 2011 Traffic Impact Studies Course with KTC

Relevant Experience of Key Project Team Members

Adam Bender-Sanders, EIT Engineer (AJC)



Education

BS, Civil Engineering, 2011
University of Kentucky

Professional Registration
Engineer Intern (EIT)

Adam is a recent graduate of the University of Kentucky, graduating Magna Cum Laude. As a student, he was involved with engineering organizations, including ASCE and ITE. As president of Chi Epsilon, he directed charity events, and helped triple the membership.

Adam has a strong foundation of traffic data analysis. He processes traffic volume data and turning movement. Adam has quickly learned several traffic analysis programs and is very adept at using raw and binary files. He is also proficient in ArcGIS and CADD packages. Adam is detail-oriented and helps keep large data collection projects on track. He has also developed automated programs to combine and review data along corridors.

Relevant Project Experience

Brannon Road Corridor— Process traffic volume and turn movements at five intersections. This data was input into a traffic analysis program report and provided in several other formats. This project is part of the Statewide Traffic Forecasting contract.

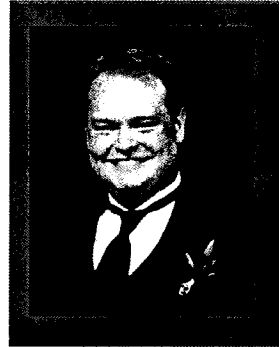
I-75 Project Corridor – Install equipment and process turning movement counts at seven intersections. These range from interstate exits to major (3+lanes each side) divided direction highway intersections, to rural four way stop intersections.

Mountain Parkway Expansion Project. This project is under contract review and includes 37 tube counts and 27 video turning movement counts. Adam is scheduling equipment, processing field data and producing reports.

SERVICE, COMMITTEES, & AWARDS

- Kentucky Section Institute of Transportation Engineers (KYSITE)
- Chi Epsilon, Engineering Honors Society

Brandon Shelley, EIT Engineer (AJC)



Education

BS, Civil Engineering, 2010
University of Louisville
MS, Civil Engineering, 2011
University of Louisville

Professional Registration
Engineer Intern (EIT)

Brandon is the newest addition to Abbie Jones Consulting. Mr. Shelley has over 4 years of design and analysis experience including roadway design projects ranging from alignment corrections on small two lane rural roads to the maintenance of traffic design for high volume three lane interstates, conducting traffic counts and producing traffic impact studies for small residential neighborhood esthetics projects up to large commercial thoroughfares, and traffic signal designs.

Relevant Project Experience (all prior to joining AJC)

1. Signal Design-SR17 & Tuxedo Ave, Brooklyn Heights, OH
2. Signal Design & Pavement Design-Clyo Rd & Spring Valley Pike, Centerville, OH
3. Streetscape, US50 (Main St), Chillicothe, OH
4. Traffic Counts & Analysis, Clintonville Corridor, Columbus, OH
5. Traffic Counts & Analysis, Polaris Pkwy Columbus, OH
6. Signal Modification, COTA Bus Facility, Columbus, OH
7. Signing & Marking, Pavement Quantities, I-64 Widening, Jefferson & Shelby Counties, KY
8. Preliminary Design Analysis, Orange Rd Corridor, Lewis Center, OH-Develop Intersection Improvements

Continuing Education/Skills

- 2103-Present, Adjunct Instructor at UofL for Applied Logistics in Transportation, Intelligent Transportation Systems, Pavement Design, Traffic Engineering, Advanced Traffic Operations
- ODOT GCAT Certification, ODOT HSM Training
- Microstation/GeoPak/Inroads, Autocad, ESRI
- Synchro, HCS+, TNM, QRSII/GNE, GCAT/CAM

SERVICE, COMMITTEES, & AWARDS

- Kentucky Section Institute of Transportation Engineers (KYSITE)
- American Society of Highway Engineers
- Women in Transportation Seminar
- 2010 Outstanding Alumni Award, UofL Civil Engineering Dept.

For this project, BCI will be utilizing the services of Abbie Jones Consulting, a WBE certified firm for Surveying and Traffic Counts. As the scope of work is more clearly defined, BCI will make every effort to include DBE firms as subconsultants for this work.

Having been in the industry for over 30 years, Brandstetter Carroll Inc. is attuned to the market. This industry has proven to be particularly difficult for minority and women-owned company participation. Start-up costs and cash reserves are a substantial burden, and the depth of experience necessary for complex projects is difficult to generate quickly. There are no formal programs to assist these firms to enter into the construction community. Consequently, BCI strives to maximize minority participation when possible.

To assist with these efforts, the firm has developed a written Affirmative Action Program. An increased effort is being made to inform employees and community groups of the firm's EEO Policy so that the utilization of minorities can be increased throughout the firm. At appropriate intervals, BCI will revise and update this Affirmative Action Program to set new goals and objectives so that the firm's EEO Policy can be enhanced in the future. The items below summarize the firm's Equal Employment Policy statement and assignment of responsibilities. A full copy of this plan is available upon request.

A. Equal Employment Policy Statement

It is the policy of BCI to provide equal opportunity to employment to all qualified employees and applicants for employment without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or veteran status. Consequently, BCI will recruit and hire all employees without discrimination because of race, creed, color, sex, age, religion, national origin, physical or mental handicap, or veteran status and will treat all employees equally in regard to compensation, advancement, upgrading, promotion, and transfers. Decisions regarding employment will be based solely upon the qualifications and seniority as related to the requirements of the position for which the individual is being considered.

This policy will insure that all personnel actions such as compensation, dismissals, transfers, firm sponsored training, benefits, education, and tuition assistance programs will be administered without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or veteran status. BCI agrees to assert leadership within the community to achieve full employment and utilization of the capabilities and productivity of citizens without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or veteran status. The Company will also take affirmative action to make known that equal employment opportunities exist within BCI and to encourage persons to seek employment with this firm and strive for advancement.

B. Assignment of Responsibilities

Lawrence W. Brandstetter has been designated as the Equal Employment Opportunity Policy Officer of the firm, and it will be his responsibility to implement the firm's EEO Policy. He will coordinate the program and advise and assist management and other key officials. He will develop periodic reports and present these to the Principals of the firm relative to the progress of the program, and he shall make appropriate recommendations relative to the program. The name, telephone number, and address where Mr. Brandstetter can be reached at all times, concerning any acts or alleged acts of discrimination is posted on general use bulletin boards within the firm's offices.

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by *Lawrence W. Brandt* on this the 21st day
of March, 2013.

My Commission expires: *Aug 9, 2016*

Lynda F. Mates
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:

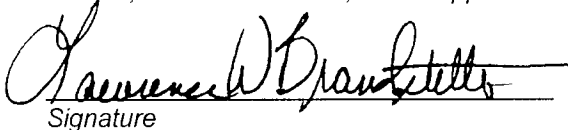
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

Brandstetter Carroll Inc.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Brandstetter Carroll Inc.

Date: 3 / 21 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	4		2	2						2	2
Professionals	31	26	3	2						28	3
Superintendents											
Supervisors											
Foremen											
Technicians	12	12								12	
Protective Service											
Para-Professionals											
Office/Clerical	7	1	6							1	6
Skilled Craft											
Service/Maintenance											
Total:	55										

Prepared by: Lindsey Hancock, Marketing Coordinator

Name & Title

Firm Submitting Proposal: Brandstetter Carroll Inc.

Complete Address: 2360 Chauvin Dr., Lexington, KY 40517
Street City Zip

Contact Name: Bruce G. Brandstetter, P.E. Title: Vice President

Telephone Number: 859.268.1933 Fax Number: 859.268.3341

Email address: bbrandstetter@bciaep.com



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP #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. Abbie Jones Consulting	Surveying Traffic Counts	TBD	TBD
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.

Brandstetter Carroll Inc.

Company

3/21/14

Date

Company Representative

President

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 13-2014

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

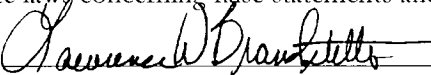
Company Name Brandstetter Carroll Inc.	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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
Abbie Jones Consulting	Abbie Jones	859.559.3443	3/17/14	Surveying Traffic Counts	email	TBD	MWBE

(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.

Brandstetter Carroll Inc.
Company


Company Representative

3/21/14
Date

President
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.

X _____ 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.

Brandstetter Carroll Inc.
Company


Company Representative

3/21/14
Date

President
Title



Updated March 25, 2014

2013/2014 SBE OUTREACH

Firm Name	Specialty	Date Contacted	Project	Description
Main Stream Pipe Services	Construction Inspection	12/1/2012	GCWW Inspection & Sycamore Township Inspection	Mr. Tim Louis has been contracted through BCI for GCWW to provide highly inspection services. Mr. Brandstetter contacted Mr. Tim Louis to provide inspection on a Sycamore Township project.
Megan Construction	Contractor	12/24/2012	Annual Dinner	BCI has met with Megan twice as well as attending their annual luncheon/dinner. BCI is currently providing input of staffing their Marketing Director's position.
RA Consultants	Civil Engineering	7/1/2013	MSDGC Proposal	Prior to understanding the MSDGC was not a teaming effort. Bruce Brandstetter contacted John Allen to discuss potentially teaming up
Global Quality Corporation	IT	5/6/2012 & 2/2/2013	MSDGC Staff Supplementation	Mr. Sudhir Kshirsagar's company was contracted through BCI for MSDGC Staff supplementation. Global Quality provided these services at the beginning of BCI's first 6 years of having a staff supplemental contract with MSDGC. Sudhir came and presented to BCI as well.
GOP Ltd	Structural Engineering	5/6/2012 & 1/1/2013	GCWW - Mt. Airy Tower	Reconstruction of the Mounty Airy Water Tower. Mr. Brandstetter had lunch with Mike Frank.
Diversity & Young Professionals (OEPA)		9/18/2013	General Introductions	Bruce Brandstetter met with the Diversity and Young Professionals at the annual AWWA meeting in Toledo, Ohio.
Ohio/Kentucky Construction Seminar		9/11/2013	General Introductions	Bob Stegmen attended the Ohio/Kentucky Construction Seminar for Small and Women owned businesses.
Auxano Environmental LLC	Environmental	9/23/2013	General Introductions	LC, made contact with Nichole Lashley, President/Owner of Auxano. Auxano provides full-service environmental services for the public and private sector.
MSD SBE Speed Dating Event		3/19/2013	General Introductions	Ben Brandstetter represented BCI at the MSD SBE Speed Dating event. This event provided BCI an opportunity to meet new people that we did not currently know.
DNK	Architecture and Landscape Architects	1/15/2014	ULI Meeting	Joe Dillon sat with the owners wife at the Urban Land Institute (ULI) meeting. General Introductions.
Shrewsbury	Environmental	1/21/2014	General Introductions	Bruce Brandstetter, Ben Brandstetter, and David Lorei met with Keith Bair, P.E. for lunch to discuss possible teaming activities and specialties that each could provide. In the short term there is potential to provide surveying services on GCWW projects.
Geospatial Ideas LLC	GIS	3/25/2014	General Introductions	DJL/BGB/BEB met with Ileana Abot, GISP, CFM in regards to her expertise in GIS mapping. Ileana is currently employed with Hamilton County, but has started her own LLC within the last two-weeks. BCI will help Ileana through the City of Cincinnati SBE process.
Abbie Jones Consulting	Surveyor	3/26/2014	LFUCG RFP	BCI teamed with Abbie Jones, PE, PLS on the LFUCG Proposal.

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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


Signature

3/19/14
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2014

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 Pearl Insurance 1200 E Glen Ave Peoria Heights IL 61616		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Brandstetter Carroll Inc. 2360 Chauvin Dr Lexington KY 40517-3917		NAIC # 20443	

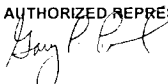
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N N/A	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A	Professional Liability	N	N	AEH 288364175	11/27/2013	11/27/2014	\$1,000,000 Per Claim/\$2,000,000 Aggregate \$50,000 Deductible	

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

CERTIFICATE HOLDER**CANCELLATION**

Lexington-Fayette Urban County Government 200 East Main Street 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2014

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 Energy Insurance Agency Inc PO Box 55268 Lexington KY 40555	CONTACT NAME: Melissa Clark
	PHONE (A/C, No, Ext): (859) 273-1549 FAX (A/C, No): (859) 272-0075
	E-MAIL ADDRESS: mdclark@energyinsagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: State Auto Property & Casualty NAIC # 25127
INSURED Brandstetter Carroll, INC. 2360 Chauvin Drive Lexington KY 40517	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 13-14 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			BOP2744362	4/23/2013	4/23/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP2379693	4/23/2013	4/23/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<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 \$ 0			CXS2117619	4/23/2013	4/23/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP2213992	4/23/2013	4/23/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER CANCELLATION

Lexington-Fayette Urban County Government 200 E Main St 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 Erna Everman, AU/ERNA
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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.

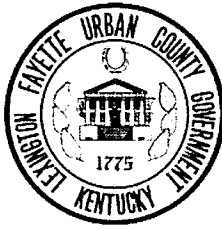
Todd Slatin, Director
Division of Central Purchasing

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: Brandstetter Carroll Inc.

ADDRESS: 2360 Chauvin Dr., Lexington, KY 40517

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: Brandstetter Carroll Inc.

ADDRESS: 2360 Chauvin Dr., Lexington, KY 40517

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: Brandstetter Carroll Inc.

ADDRESS: 2360 Chauvin Dr., Lexington, KY 40517

SIGNATURE OF PROPOSER: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2014

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

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

PRODUCER Energy Insurance Agency Inc PO Box 55268 Lexington KY 40555	CONTACT NAME: Erna Everman, AU
	PHONE (A/C, No, Ext): (859) 273-1549 FAX (A/C, No): (859) 272-0075
	E-MAIL ADDRESS: eeverman@energyinsagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: State Auto Property & Casualty
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 14-15 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			BOP2744362	4/23/2014	4/23/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			BAP2379693	4/23/2014	4/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB EXCESS LIAB			CXS2117619	4/23/2014	4/23/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			KY/TX WCP2213992	4/23/2014	4/23/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Y/N <input type="checkbox"/> N/A						

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

CERTIFICATE HOLDER

Lexington-Fayette Urban
County Government
200 E Main St
Lexington, KY 40507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Erna Everman, AU/ERNA 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2014

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 Pearl Insurance 1200 E Glen Ave Peoria Heights IL 61616	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Brandstetter Carroll Inc. 2360 Chauvin Dr Lexington KY 40517-3917	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	N	AEH 288364175	11/27/2013	11/27/2014	\$1,000,000 Per Claim/\$2,000,000 Aggregate \$50,000 Deductible

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

CERTIFICATE HOLDER**CANCELLATION**
 Lexington-Fayette Urban County Government
 200 East Main Street
 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

EXHIBIT *pl*

**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.