

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of August 5th, 2022, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“OWNER”) and Bell Engineering with offices located at 2480 Fortune Drive, Suite 350, Lexington, KY 40509 (“CONSULTANT”). OWNER intends to proceed with the Capacity Assurance Audit as described in the attached EXHIBIT A, Scope of Engineering Services and Related Matters RFP #4-2022 (the “PROJECT”). The CONSULTANT shall perform professional engineering services and deliverables as described in EXHIBIT A which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the OWNER in successfully implementing the PROJECT and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “CONSENT DECREE”). The services are hereinafter referred to as the PROJECT. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the obligations and deadlines of the CONSENT DECREE.** OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The CONSENT DECREE, as may be amended, including all appendices.
2. EXHIBIT A – Scope of Engineering Services and Related Matters RFP #4-2022 (Including Addendums).
3. EXHIBIT B – Certificate of Insurance and Evidence of Insurability.
4. EXHIBIT C – Proposal of Engineering Services and Related Matters (the CONSULTANT's response to RFP #4-2022).
5. EXHIBIT D – Further Description of Basic Engineering Services and Related Matters.

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

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #4-2022, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #4-2022, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. 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**.
- 1.3.5. 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 submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it 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 five (5) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof 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 agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). 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 **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, 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. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current 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 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** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
 - 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** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed 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 in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, 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 itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.2. **In no event shall** the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

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

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality, 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

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. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **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 **OWNER**, **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 **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 without prior approval of the **OWNER** unless otherwise required by law

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

- a.** **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- 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** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**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 the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**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.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

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

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. 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).
- g. **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.
- h. 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**.
- 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.

6.9.5.2. 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.

6.9.5.3. 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.

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and **OWNER**.

6.9.7. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control 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. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. 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.

EXHIBIT A

Scope of Engineering

Services and Related Matters

RFP #4-2022

Scope of Services for Formal Review and Audit of the Capacity Assurance Program and Collected Fees

Overview

The Division of Water Quality, Lexington-Fayette Urban County Government (LFUCG), is seeking the services of a qualified firm for a formal review and audit of the Capacity Assurance Program and collected fees (application fee, tap fee and reservation fee). The LFUCG desires the consultant express an opinion on the conformity of the Capacity Assurance Program with the Ordinance adopted by LFUCG. The consultant completing the program audit is not required to audit combined and individual fund and account group, but should provide an opinion on the fee collection procedures and financial record keeping. It is expected the audit should take no more than 60 days to complete once the consultant has been selected and/or authorized to proceed.

This contract will have one (1) renewal for another Capacity Assurance Program Formal Review for the calendar year of 2024 upon satisfactory performance as determined by the Director of Water Quality.

Background

The U.S. Environmental Protection Agency (EPA) and the Commonwealth of Kentucky filed a lawsuit against Lexington for violations of the Clean Water Act. The Consent Decree agreement, which was finalized in 2011, requires LFUCG to make operational and managerial changes to prevent future problems. One such requirement included LFUCG develop and implement a sanitary sewer System Capacity Assurance Program (CAP) to ensure that no connections are allowed to the sanitary sewer system unless adequate capacity exists in the system to convey the "One Hour Peak Flow." (One Hour Peak Flow: the greatest flow in a sewer averaged over a sixty [60] minute period at a specific location expected to occur as a result of a representative 2-year 24-hour storm event.)

In April 2012, a Task Force, including LFUCG Councilmembers and officials was created to assist the Division of Water Quality in developing the CAP. The Task Force held numerous public meetings on the issues related to the CAP which allowed substantial participation by both non-LFUCG stakeholders, including developers, major sanitary sewer users, interested non-development related parties, and LFUCG stakeholders as the Task Force formulated its recommendations for the CAP. Resolution #722-2012 accepted the Task Force report and recommendations contained therein outlining the development of a System Capacity Assurance Program.

Article XIII of Chapter 16 of the Code of Ordinances contains the System CAP requirements. Based on Ordinance, the Division of Water Quality along with its consultant Stantec, developed the proposed LFUCG System Capacity Assurance Program for submittal to EPA and the Commonwealth of Kentucky. LFUCG received approval of its System Capacity Assurance Program by the EPA and the Commonwealth of Kentucky on July 3, 2014.

Included in Article XIII of Chapter 16 of the Code of Ordinances, along with the other program requirements as defined by the Council and its Task Force, was the requirement that a formal review and audit of the CAP and collected fees shall be performed every two (2) years.

Generally, this Scope of Services is to retain a consultant to provide an audit of LFUCG's System Capacity Assurance Program to ensure the CAP is being implemented consistent with the

Ordinance along with a review of fee collections related to CAP. More specifically, the general control objectives for the audit are to provide with reasonable assurance that:

1. LFUCG's System CAP process is being implemented so that accurate capacity and capacity allocation information can be tracked, and documented to ensure compliance with program requirements.
2. Assess risk of underperformance or non-performance of LFUCG CAP Ordinance requirements. This risk assessment excludes compliance assessment with LFUCG's Consent Decree or EPA approved "System Capacity Assurance Program."
3. Perform a review to gain reasonable assurance of sufficient financial management.

The consultant selected is required to randomly select a sample of 18 CAP applications (10% of the total received) between July 1, 2019 and June 30, 2021, year 7 and 8 of the program.

Any firm that is currently or has provided CAP services to LFUCG during the audit period listed in this document are ineligible to be selected to provide services as a prime or sub consultant.

Summary of Requirements for System Capacity Assurance Program

The LFUCG Web Page, [Public document repository | City of Lexington \(lexingtonky.gov\)](#) has a copy of the System CAP Program; and a link of Chapter 16, Article XIII of the LFUCG Code of Ordinances is here [ARTICLE XIII. - SANITARY SEWER CAPACITY ASSURANCE PROGRAM \(CAP\) | Code of Ordinances | Lexington-Fayette County, KY | Municode Library.](#)

System Capacity Assurance Program Operations Audit Requirements

Properties in Fayette County that want to develop require access to the sanitary sewer. The System Capacity Assurance Program is implemented by the Tap Desk, which has a Tap Desk Manager and staff that report to the CAP Manager. Their duties include receiving sanitary sewer capacity applications from various types of development (single family, multi-family, commercial and industrial), working with CAP consultants to certify that there is sanitary sewer capacity/credits available; notifying applicants of their capacity allocation outcome; accepting payments for the tap permit if capacity is certified; collecting and tracking the reservation fee if available capacity is to be reserved and a tap permit acquired at a later date; or placing applicant on a wait list if capacity/credits are not available.

Process for Capacity Award, Deducting Capacity from Bank, and Notifying Applicant

- Does the Tap Desk have an adequate and properly functioning process for active properties to request a permanent allocation of sewer capacity/credits per CAP? Review should include:
 - Criteria
 - Process
 - Record keeping
- Per LFUCG Ordinance, what is the technical review process to calculate flow increase for Adequate Capacity, and is the intent of the Ordinance being met? Does the review process include verification of:

- Adequate Treatment Capacity
- Adequate Transmission Capacity
- Adequate Collection Capacity
- Does the CAP have an adequately functioning model or software to calculate collection transmission and treatment capacity?
 - Is the model or software integrated with LFUCG's approval of all tap permits, applications, and reservations or when a property is placed on the wait list?
 - What is the procedure for applying model software?
 - Can applications, tap permits or reservations be tracked and updated appropriately?
 - Are banked credits tracked?
 - Is there a process for managing wait list?
- Is the CAP credit process for generating Capacity Credits functioning as intended, and are capacity enhancing projects tracked and information retained?
 - Is there a process for reducing one hour peak flow through removal of inflow and infiltration?
 - What is the process to track permanent removal of connections?
 - Is there a process/effort to stay ahead of balance requests?
 - Is the process for tracking repairs, banked credits or status of credit banking adequate and well documented for reporting?
- Are capacity conditions for application adequately memorialized and available to the public?
- Review the application process for the CAP to ensure consistency.

Process for Collecting and Managing CAP Related Fees

The review of the System CAP areas for audit of the related fee collection activities should include:

- Are all fees related to System CAP being calculated and collected correctly by the Tap Desk where applicable? The review should include:
 - Application fee
 - Tap fee
 - Reservation fee
- Are payments made at the Tap Desk being deposited per LFUCG financial requirements and proper financial records kept?
- Does the Tap Desk have adequate record retention for capacity reservations, reservation renewals or possible refunds?
- Are System CAP collected fees being applied consistently with program's approved intent?

EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability

EXHIBIT C

Proposal of Engineering Services

and

Related Matters

EXHIBIT D

Further Description of Basic Engineering Services

and

Related Services

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

CONSULTANT

OWNER

Street Address _____

Lexington Fayette Urban County
Government

City, State, Zip _____

200 East Main Street

Contact Person _____

Lexington, KY 40507

Telephone _____

Charles Martin

Fax _____

859-425-2400

E-Mail _____

859-254-7787

cmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

AUTHORIZED BY:

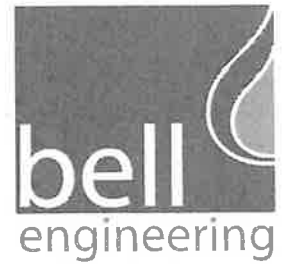
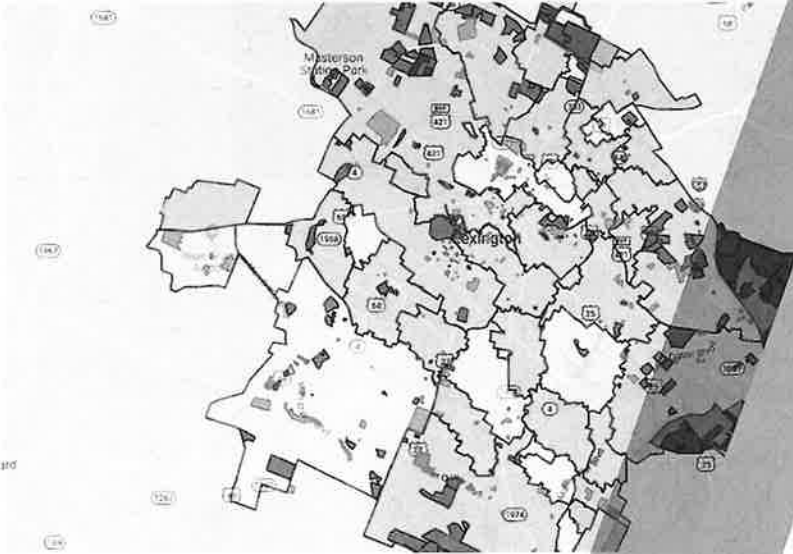
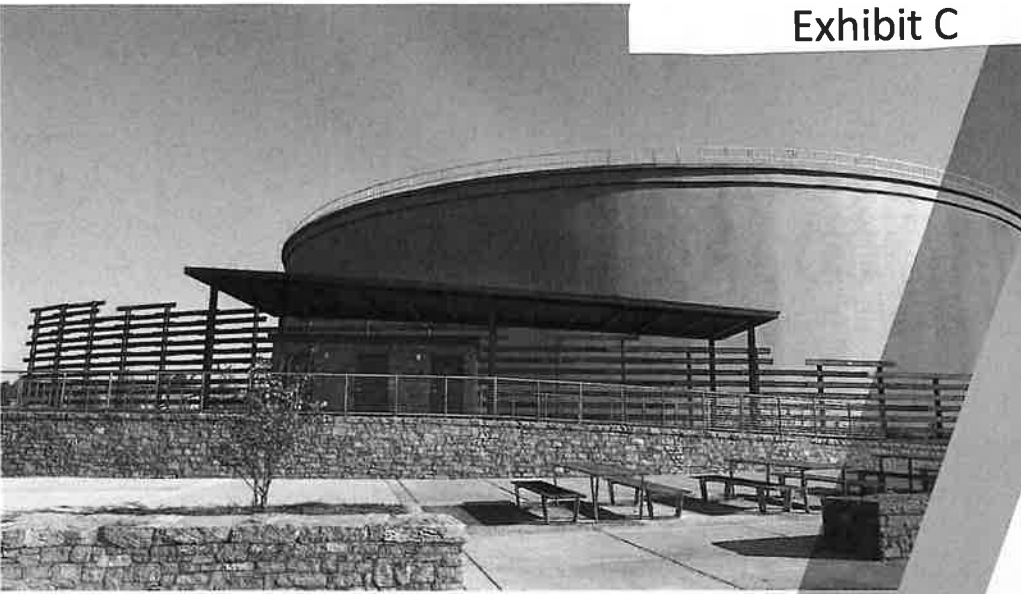
Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

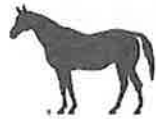
*Two originals of this work order shall be executed by the Consultant and returned to the Owner _____.
A fully executed copy will be returned to the Consultant.*



STATEMENT OF QUALIFICATIONS

CAPACITY ASSURANCE
AUDIT

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT;
LEXINGTON, KENTUCKY
MARCH 9, 2022



LEXINGTON

RFP-4-2022

Capacity Assurance Audit

Issue Date: 2/16/2022

Questions Deadline: 2/28/2022 04:00 PM (ET)

Response Deadline: 3/9/2022 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Event Information

Number: RFP-4-2022
Title: Capacity Assurance Audit
Type: Request For Proposal
Issue Date: 2/16/2022
Question Deadline: 2/28/2022 04:00 PM (ET)
Response Deadline: 3/9/2022 02:00 PM (ET)

Bid Attachments

Rfppackage.pdf

[View Online](#)

RFP Package

Supplier Information

Company Name: Bell Engineering

Contact Name: Jim Buckles

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

Phone: (859) 278-5412

Fax: (859) 278-2911

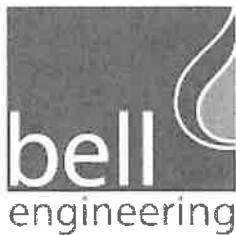
Email: jbuckles@hkbell.com

Supplier Notes

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

James K. Roberts, PE, PLS - Exec. Vice Pres.
Print Name


Signature



March 9, 2022

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

Re: Statement of Qualifications – RFP-4-2022 Capacity Assurance Audit

Dear Mr. Slatin,

Bell Engineering is pleased to submit our qualifications to again provide auditing services to the Lexington-Fayette Urban County Government (LFUCG) for its Capacity Assurance Program (CAP). As the **longest continually operating consulting engineering firm** in Kentucky, Bell is a name that has been associated with **reliability and innovation for 108 years**. We are confident that upon your review of our qualifications, you will conclude that the **Bell team would be an excellent choice to guide and assist you the review and audit of the CAP program**. We offer the following to LFUCG:

- ***Understanding of project goals/objectives***

What this means for LFUCG: Through completion of the 2015 and 2017 Audits, the Bell team understands the goals and objectives of the review and audit.

- ***Extensive industry experience***

What this means for LFUCG: Our assembled project team has a *minimum* of 29 years of industry experience each. They have the knowledge base to perform an accurate and technically sound review in a timely and efficient manner. They also offer existing relationships with many of LFUCG's project managers which can assist with expediting the information review process.

- ***Familiarity with CAP programs***

What this means for LFUCG: The CAP program which Lexington utilizes is very similar in nature to CAP programs Bell has helped to develop for other communities. We are very familiar with how this program works, how it is integrated with a dynamic model, how it supports capital improvements and how it aids with achieving EPA compliance.

- ***100% locally owned and operated***

What this means for LFUCG: Bell provides a responsive and detailed approach. The owners of our firm are involved and invested in achieving a successful project. Our corporate headquarters is located here in Lexington which means our entire project team is minutes away and available on short notice.

On behalf of Bell Engineering, we thank you for the opportunity to showcase our experience and **outline the strengths that our team can provide**. We look forward to providing quality engineering and auditing services to LFUCG through this and many future projects.

Sincerely,
BELL ENGINEERING

A handwritten signature in black ink that reads "D. F. Schrader".

David F. Schrader, PE
Principal-In-Charge/Project Manager

**STATEMENT OF QUALIFICATIONS
Audit & Review of Capacity Assurance
Program (CAP) & Collected Fees**



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ADDENDA

STATEMENT OF QUALIFICATIONS

Audit & Review of Capacity Assurance Program (CAP) & Collected Fees



1.0 FEES

Bell Engineering proposes to complete the review and audit of the Lexington-Fayette Urban County Government's (LFUCG) Capacity Assurance Program (CAP) for a lump sum fee of \$13,500. The scope of services is as follows:

1. Coordinate the random selection process and obtain copies of 18 application records from LFUCG,
2. Compare the process to program requirements as outlined in the Ordinance,
3. Compare the 18 applications for process consistency,
4. By request or interview, verify that no changes have been made to the following items since Bell Engineering completed the 2017-2021 CAP Audit:
 - a. A written description of the existing process for CAP applications,
 - b. Information on how capacity conditions are publicized,
 - c. The modeling consultant's review process description and review the same for adequacy in each of three system capacity areas, WWTP, Collection, Transmission,
 - d. From the model consultant, the initial model development, calibration efforts, field verification, and the extent of modeled system compared to the physical system,
 - e. Information on the model and CAP process integration,
 - f. Information on how credits are developed and tracked,
 - g. Information on inflow/infiltration removal projects and how they are identified and tracked for credit,
 - h. Information on connection removal and tracking,
 - i. Information on how aggressively the balance is maintained on credits,
 - j. Information on the relationship of the model to credit tracking,
 - k. Information on the documentation of repairs and credit tracking,
 - l. Information on the relationship of the model to tracking and updating applications, permits, and reservations,
 - m. Information on the relationship of the model to wait list tracking,
 - n. Information on collection of fees,
 - o. Information on financial deposits of collected fees,
 - p. Information on how the fees are spent, what projects receive the funding, and how each is CAP related,
5. Complete a comparison of the Ordinance to the implemented program and assess the risk of under-performing,
6. For the 18 applications, verify that fees are being calculated correctly,
7. Review, compare and develop an opinion on each aspect of the information collected,
8. Write a preliminary report of findings with an appendix of collected data,
9. Submit and review the draft with LFUCG,
10. Finalize the document and submit to LFUCG.

STATEMENT OF QUALIFICATIONS

Audit & Review of Capacity Assurance Program (CAP) & Collected Fees



The work to be performed excludes the following:

1. No financial audit will be performed. LFUCG will coordinate with its financial branch to provide requested information related to fee collection, deposits, and project payments for comparison to program requirements only.
2. No independent investigation for data collection will be performed beyond a request through LFUCG for data and/or staff interviews.
3. No modeling software or model database audit will be performed. LFUCG will coordinate with its modeling consultant to provide the requested data or authorize interviews as needed.

STATEMENT OF QUALIFICATIONS

Audit & Review of Capacity Assurance Program (CAP) & Collected Fees



2.0 EXPERIENCE

2.1 SPECIALIZED EXPERIENCE

Bell Engineering is a name that has been associated with **reliability and innovation for 108 years**. As the longest continually operating consulting engineering firm in the state, we have completed projects across Kentucky and in many surrounding states. **We are licensed to practice in Kentucky** and are a **registered small business with the SBA**. As a locally owned firm, our team has the ability to provide clients with a **responsive and detailed approach and knowledge specific to the central Kentucky area**. This also gives us the ability to operate with **lower overhead costs; maximizing project budgets**.

Since 1914, Bell has provided civil engineering services to communities large and small. We work in many different markets including municipal, industrial, commercial, federal, energy and natural gas, transportation and education. **The firm has grown to include a multitude of services** including landscape architecture and certified planning services providing clients the opportunity to work with one firm for all of their engineering needs. Our firm is well-staffed to complete a variety of projects in a **timely, efficient and cost-effective manner**.

In 2015, and again in 2017, **Bell Engineering was selected to conduct a formal review and audit of LFUCG's Capacity Assurance Program (CAP)**. From that experience, our team is familiar with the CAP's technical review process, how capacity assurance calculations and allocations are made, as well as how collection fees are being assessed and tracked. We learned the roles of the CAP Manager, the Tap Desk Manager, and their support staff. During the audit, we observed firsthand how these roles interact to achieve the goal of the program.

In addition, **Bell staff have worked closely with four other communities**, Winchester, Richmond and Berea, Kentucky, and South Charleston, West Virginia, **to develop similar programs**. Bell owns a license for and utilizes an InfoWorks CS sewer system model of the Winchester, Kentucky, system to provide simulations to certify capacity for proposed connections to the system. Bell provides ongoing monitoring, calibration, and updates for the high-end sewer model. The model is used to forecast the impacts of proposed construction related to inflow and infiltration repairs. A member of Bell's staff was instrumental in the development of the Winchester and Richmond Capacity Assurance Program, its implementation and ongoing support. Bell can bring this experience and understanding to your CAP audit project. We have a unique working knowledge of the components of a CAP program.

Bell has also provided support to South Charleston, West Virginia for the development of several aspects of their emerging Capacity Assurance Program including the initial model for a credit database. Additionally, Bell has provided CSO monitoring and reporting for several years for 11 permitted points in South Charleston's system and reflected those points in the SWIMM V5.0 model

STATEMENT OF QUALIFICATIONS

Audit & Review of Capacity Assurance Program (CAP) & Collected Fees



that Bell developed and maintains for South Charleston. Bell is working closely with the South Charleston Sanitary Board and the West Virginia Department of Environmental Protection to draft and develop a Capacity Assurance Program and its component functions to meet impending Agreed Order requirements. Bell brings this experience and understanding to your CAP audit project.

2.2 PROFESSIONAL PERSONNEL

The team assembled to perform a review and audit of LFUCG's Capacity Assurance Program (CAP) includes the same team members who completed the 2015 (2015-2017) and 2017 (2017-2021) Audits for LFUCG. With a **minimum of 29 years' of industry experience**, David Schrader, James Roberts, and Jim Buckles offer knowledge central to accomplishing the goals of the CAP review and audit. This includes **program development, maintenance, management and auditing as well as previous LFUCG experience.**

Mr. Schrader will serve as the **Principal-In-Charge and Project Manager** for your project. As a Principal in the firm and Assistant Director of Bell's Engineering Department, Mr. Schrader has designed and managed numerous water and wastewater treatment, collection and distribution projects. He has **29 years of industry experience** serving as client/project manager and project engineer and recently drafted a CMOM and CAP program for Richmond, Kentucky. He offers **existing relationships with many LFUCG staff and project managers** along with the successful completion of **numerous LFUCG projects.**

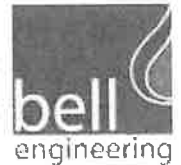
Mr. Buckles and Mr. Roberts will perform review and audit services. **Mr. Jim D. Buckles** is a professional engineer and board certified environmental engineer. With **50 years of experience** in civil and environmental engineering, he will serve as **Project Coordinator**. His background includes degrees in biology, microbiology and civil engineering and he specializes in on-call environmental services, Local Limits and industrial pretreatment and EPA consent decree programs including **review and audits of existing programs.**

Mr. James Roberts is a professional engineer and professional land surveyor. He is a **Principal in the firm** and also serves as Executive Vice President and Director of Engineering Operations. He **specializes in the analysis of sewer collection and pumping systems** and brings over **44 years of industry experience.**

Resumes for each team member can be found in the following section. Our team will not waiver from our commitment to quality service and accurate technical evaluation.

STATEMENT OF QUALIFICATIONS

Audit & Review of Capacity Assurance Program (CAP) & Collected Fees



David F. Schrader, PE
Principal-In-Charge/Project Manager

As a **Principal in the firm** and Assistant Director of Bell's Engineering Department, Mr. Schrader has designed and managed numerous water and wastewater treatment, collection and distribution projects. He has **29 years' experience** serving as client manager, process designer, project manager and construction administrator. Over the last 10 years, Mr. Schrader has **managed \$500 million in construction** of water and wastewater treatment plants.

Education

B.S. Civil Engineering, University of Kentucky

Registrations

Professional Engineer, KY – 20981
Professional Engineer, OH – 72615
Professional Engineer, WV – 18569
Professional Engineer, IN – 11011548
Professional Engineer, PA – PE086002
Professional Engineer, NC – 044733
Pretreatment Coordinator

Relevant Experience

- Principal-In-Charge and project manager for 2017 (2017-2021) Audit and Review of LFUCG's Capacity Assurance Program – Lexington-Fayette Urban County Government; Lexington, KY
- Principal-In-Charge and project manager for 2015 (2015-2017) Audit and Review of LFUCG's Capacity Assurance Program – Lexington-Fayette Urban County Government; Lexington, KY
- Project manager/lead engineer for Blue Sky Pump Station & Force Main project eliminating the existing Blue Sky WWTP – LFUCG; Lexington, KY
- Project manager/lead engineer for replacement of 80 gpm Griffin Gate Pump Station to address overflow issues experienced during high rain events – LFUCG; Lexington, KY
- Project manager/lead engineer for the refurbishment of South Elkhorn Sewage Lift Station including new chemical feed system to eliminate odors and new motor controls – LFUCG; Lexington, KY
- Project Manager for CMOM development and implementation – Richmond Utilities; Richmond, KY
- Project Manager for CAP development and implementation – Richmond Utilities; Richmond, KY
- Project engineer for wastewater treatment plant expansion to 1.4 mgd utilizing UV disinfection and rotary fan press for solids processing – Monticello, KY
- Project manager for wastewater treatment plant expansion to 1.411 mgd including belt filter press for solids processing – Red River Wastewater Authority; Stanton, KY
- Project manager/lead engineer for new biological nutrient removal activated sludge wastewater treatment facility including three 2-stage screw pumps to lift influent to a screening facility and belt filter presses for solids dewatering – Richmond, KY
- Project manager/lead engineer for new biological nutrient removal activated sludge wastewater treatment facility including belt filter presses for solids dewatering – Winchester, KY
- Project manager/lead engineer for new 3.0 mgd biological nutrient removal activated sludge wastewater treatment facility including belt filter press for solids processing – Mt. Sterling, KY
- Project manager/lead engineer for replacement of 4 sewage lift stations, including replacing 3 horizontal centrifugal pumps located in a confined space that accumulated hazardous gases, with 2 new suction lift systems eliminating confined space problems – Junction City, KY

STATEMENT OF QUALIFICATIONS

Audit & Review of Capacity Assurance Program (CAP) & Collected Fees



Jim D. Buckles, PE, BCEE
Project Coordinator

Mr. Buckles has **50 years of experience** in civil and environmental engineering. His background includes degrees in biology, microbiology and civil engineering and he specializes in on-call environmental services, Local Limits and industrial pretreatment and EPA consent decree programs including **review and audits of existing programs**. Mr. Buckles has presented and published over 50 papers related to water and wastewater projects. He is a past-president of the KY-TN Water Environment Association and a recipient of the Arthur Sidney Bedell Award recognizing **extraordinary service in the water pollution control field**.

Education

B.S. Civil Engineering, University of Kentucky
M.S. Microbiology, University of Kentucky
B.S. Biology, Kentucky Wesleyan College

Registrations

Professional Engineer, KY – 13055
Professional Engineer, AZ – 35040
Professional Engineer, TN – 110922
AAEE – 91-10036
HAZWOPER Cert. – 1910.120 Confined Space
Entry/CPR/First Aid

Relevant Experience

- Project coordinator for 2017 (2017-2021) Audit and Review of LFUCG's Capacity Assurance Program – Lexington-Fayette Urban County Government; Lexington, KY
- Project coordinator for 2015 (2015-2017) Audit and Review of LFUCG's Capacity Assurance Program – Lexington-Fayette Urban County Government; Lexington, KY
- Project manager for CMOM Development and Implementation including response to EPA Consent Decree – Winchester Municipal Utilities (WMU); Winchester, KY
- Project manager for ongoing maintenance and review of Capacity Assurance Program – WMU; Winchester, KY
- Project engineer for ongoing maintenance and review of Capacity Assurance Program – South Charleston Sanitary Board; South Charleston, WV
- Assisted with establishment and implementation of Fats, Oils and Grease (FOG) Control Program including permitting, updating ordinance, design criteria for grease control devices, inspections, and best management practices in response to Consent Decree – Winchester Municipal Utilities; Winchester, KY
- Project manager for on-going Industrial Pretreatment Management Program including inspections, categorical determinations, permit writing, and other support tasks – Winchester Municipal Utilities; Winchester, KY
- Project manager for Contract Water Treatment/Wastewater Treatment Operations leading a staff of certified operators that operate both water and wastewater facilities, collection and distribution systems – Blue Grass Army Depot; Richmond, KY
- Project manager for Spill Prevention Control and Countermeasures Plan (SPCC) including preparation of SPCC Plan, update and submittal of an Industrial Pretreatment Application and completion and submittal of a General Storm Water Discharge Notice of Intent – Metalforming Technologies, Inc., dba MTI Lexington; Lexington, KY
- Project manager for alternate metals stormwater permit study including reviewing the facility's history, conducting an initial site visit, developing and implementing a study plan and test protocols and preparing an NPDES Permit Modification Application – YUASA, Inc.; Richmond, KY
- Project manager for quarterly service and calibration of industrial discharge meter – Intertape Polymer Group, Richmond, KY

STATEMENT OF QUALIFICATIONS

Audit & Review of Capacity Assurance Program (CAP) & Collected Fees



Jim D. Buckles, PE, BCEE
Project Coordinator

- Project manager for data collection, testing and analysis – Brake Parts, Inc.; Stanford, KY
- Client manager for UK/Nicholasville Road Flood Mitigation Project utilizing FEMA Hazard Mitigation Grant Funds: serves to remedy stormwater quantity and quality control issues, includes pervious pavement, modeling and utility relocations (estimated project cost: \$8,000,000) – University of Kentucky; Lexington, KY
- Project engineer to evaluate and audit collection system sampling and discharge metering system for 250 mgd municipal system – Phoenix, AZ
- Project manager for Municipal Industrial Pretreatment Program with 15 significant industries – Winchester Municipal Utilities; Winchester, KY
- Project manager for G&J Pepsi-Cola Bottling Facility project including the evaluation, design and construction of stormwater conveyance system and annual environmental monitoring of the system along with data collection and reporting for stormwater and industrial user pretreatment permits – Lexington, KY
- Field project manager and quality assurance officer for collection of TMDL data including leading the field team responsible for all dye tracing studies and collection of water quality measurement samples, evaluation of the standard operating procedures, specifying and checking calibration procedures, overseeing data recording and reporting and performing internal QA/QC - Caney River; Bartlesville, OK
- Project manager for assisting the Louisville and Jefferson County Metropolitan Sewer District with verification of stormwater conveyance system – CH2M Hill; Louisville, KY
- Project manager for collection, analysis and reporting of stormwater and assistance with achieving compliance with general and individual stormwater permits for numerous industrial facilities in Kentucky
- Project oversight for KPDES Stormwater Sampling and Testing as required by the KPDES Stormwater Permit Application. Stormwater samples were collected and analyzed for a comprehensive list of conventional, nutrient, toxic and organic pollutants and herbicide and pesticide concentrations. The work also included collecting dry weather and wet weather samples from the major streams in Fayette County – Lexington, KY
- Project manager for Winchester Municipal Utilities Modeling project for which Bell has been retained to provide sewer system modeling support for an existing 3,500 node InfoWorks CS model and capacity certification for compliance with an EPA Consent Decree – Winchester Municipal Utilities; Winchester, KY
- Metering specialist for yearly audit of the 91st Avenue Wastewater Treatment Plant including accurate flow measurement and representative sampling – Owned by SROG, a subregional operating group that includes Phoenix, Glendale, Scottsdale, Mesa, and Tempe, AZ
- Technical lead for Town Branch Illicit Discharge Investigation including a hydrogeologic investigation to narrow the search area, interpretation of Karst groundwater flow paths leading to the impacted spring and systematic fluorometric dye tracing that ultimately revealed the source of the illicit release – Lexington, KY

STATEMENT OF QUALIFICATIONS

Audit & Review of Capacity Assurance Program (CAP) & Collected Fees



James K. Roberts, PE, PLS
Project Engineer

Mr. Roberts is a **Principal in the firm** and serves as Executive Vice President and Director of Engineering Operations at Bell Engineering. He specializes in the **analysis of sewer collection and pumping systems (SSES)** and brings **44 years of experience** in the industry. Mr. Roberts has advanced training in the use of EPA SWMM v5.0 sewer modeling and analysis software and is currently using it on several collection and treatment system studies. He has completed design work on both water and wastewater treatment projects and has experience in site development and utility relocation projects. He serves as our **in-house quality assurance coordinator** on most projects. Client satisfaction and meeting budgets and schedules are his main focus throughout a project.

Education

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

Registrations

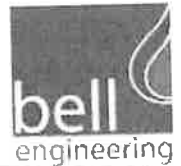
Professional Engineer, KY – 15736
Professional Engineer, WV – 13391
Professional Land Surveyor, KY – 3010
Professional Land Surveyor, WV – 1619

Relevant Experience

- Project engineer for 2017 (2017-2021) Audit and Review of LFUCG's Capacity Assurance Program – Lexington-Fayette Urban County Government; Lexington, KY
- Project engineer for 2015 (2015-2017) Audit and Review of LFUCG's Capacity Assurance Program – Lexington-Fayette Urban County Government; Lexington, KY
- Project engineer for ongoing maintenance and review of Capacity Assurance Program – WMU; Winchester, KY
- Project manager for ongoing maintenance and review of Capacity Assurance Program – South Charleston Sanitary Board; South Charleston, WV
- Project manager for emergency main trunk sewer replacement including 5,000 L.F. of 12- and 18-inch sewer which was designed, bid and constructed in 60 days – Pendleton Co. Fiscal Court and Falmouth, KY
- Project manager and lead designer for Maple Avenue Sewers & Sewage Collection and Transportation System including 3,000 L.F. of 8-inch gravity sewers replacing existing sewers in place (\$180,000) – Falmouth, KY
- Project manager and lead designer for Sewage Collection and Transportation System including 7 pump stations, 4-, 6- and 8-inch gravity sewers and 6 miles of 6-inch force main (\$2,100,000) – Henry & Shelby Counties and Pleasureville, KY
- Project manager for Sewage Collection and Transportation System including 7 pump stations and 10 miles of 8-inch force main (\$2,200,000) – Webster County Fiscal Court; Dixon, KY
- Project manager/professional engineer for Longwood and Transcraft Pump Station Improvement Project including sewage pump station expansion (500 - 1,200 gpm) and upsizing 10,000 L.F. of force main from 6- to 8-inch (\$450,000) – Mt. Sterling Water and Sewer System; Mt. Sterling, KY
- Project manager for Fishpool Interceptor and Keeneland Whipps Mill Garden Collectors project including 9,750 L.F. of 18- to 27-inch sewer (\$1,500,000) – Louisville-Jefferson County MSD; Louisville, KY
- Project engineer and quality assurance for major maintenance upgrade for extended wastewater treatment plant life including sewer system rehabilitation – Falmouth, KY
- Principal-in-charge for Wastewater System Improvements project including replacement of valves, pumps and motors for 75 grinder pumps within a low pressure sewer system serving 105 customers – Berry, KY

STATEMENT OF QUALIFICATIONS

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James K. Roberts, PE, PLS
Project Engineer

- Project manager for sanitary sewer rehabilitation including manhole sealing, line replacement, and point repairs – Falmouth, KY
- Project manager for McDonald's Sewage Pump Station design to serve restaurant facility - McDonald's Corporation; Mt. Vernon, KY
- Property survey for Blackey Wastewater Treatment Plant site – Letcher County, KY
- Property survey for Little Cowan Tank site survey to assess slip area – Letcher County, KY
- Installation, monitoring and data analysis of 3 flow monitors at Eastern Kentucky University – Richmond, KY
- Installation of 5 gravity flow monitors in the Allen Drive area and investigation of major inflow and infiltration causing manhole overflows – Richmond, KY
- Installation of 2 gravity flow monitors in the Reynolds Drive area and investigation of major inflow and infiltration causing manhole overflows – Richmond, KY
- Completed the North Middletown collection system smoke testing, flow monitoring and physical inspection and provided recommendations for rehabilitation – Kentucky American Water Company; Lexington, KY
- Project engineer for Hillcrest Subdivision Preliminary Study and letter report regarding feasibility of sewer service including field investigation, preliminary alignment plans for selected alternatives and cost estimates – City of Richmond, KY
- Project engineer for Dreaming Creek Trunk Sewer Study and report regarding condition of system, remaining capacity determination and prioritization of problems discovered. Project included field investigation, pump station capacity measurement, sewer grade analysis, preparation of capacity charts and final report with recommendations – City of Richmond, KY
- Capacity analysis of primary pump station to treatment plant – Danville, KY
- Windsor Drive Pump Station analysis and capacity needs to add a new elementary school – Richmond, KY
- Eastway Drive and Southland Drive Pump Station study, capacity and operations analysis – Richmond, KY
- Industrial park (Rice property) and Lake Reba Pump Stations capacity analysis – Richmond, KY

**STATEMENT OF QUALIFICATIONS
 Audit & Review of Capacity Assurance
 Program (CAP) & Collected Fees**



3.0 CAPACITY TO PERFORM

The Bell Engineering team values each client and looks to create partnerships that offer knowledge and guidance on projects that span from planning through construction. We are committed to meeting and exceeding project goals through conscientious budget management and dedicated resource allocation, ensuring budgets and schedules are maintained. We understand the importance of adhering to outlined project schedules and require 100% commitment of the entire project team to ensure they are completed as efficiently as possible.

Our team can begin as soon as the Lexington-Fayette Urban County Government authorizes the Review and Audit of the Capacity Assurance Program. Our team has the knowledge, experience, available personnel and desire to perform the required services in addition to the available capacity to complete the job according to schedule.

The following shows the personnel assigned to the team, their role and the percentage of their time currently committed to other projects. As you can see, the Bell team has ample capacity to complete your project in a timely manner.

	Role in Project	Time Committed to Other Projects
<i>David F. Schrader, PE</i>	Principal-In-Charge/Project Manager	50%
<i>Jim D. Buckles, PE, BCEE</i>	Project Coordinator	55%
<i>James K. Roberts, PE, PLS</i>	Engineering Review/Audit Services	60%

STATEMENT OF QUALIFICATIONS

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4.0 CHARACTER, INTEGRITY & REPUTATION

Bell Engineering's vision statement is "Creating. Improving. Planning for the future." and our mission statement is "To meet client needs with quality professional services, through a satisfied and competent staff, in a growing and expanding firm."

These beliefs are evident in every project we complete through innovative solutions designed not only to satisfy today's needs, but to also take into consideration future conditions and regulations. Additionally, our firm is constantly diversifying. By hiring the most qualified people we are able to provide new services in addition to our core business giving clients the ability to work with one firm for all of their engineering needs. We firmly believe in equal opportunity regulations, policies and procedures and a copy of our Equal Opportunity Policy is included.

Bell has a reputation of providing quality engineering services to our clients. As part of our professional duty, projects are designed in accordance with appropriate governmental guidelines and engineering standards. We are aware of the laws and protocols that pertain to our work and regularly attend professional conferences in an effort to be well-versed in current and future regulations. At times, our staff also presents at these conferences demonstrating our commitment to be stewards of our profession.

Additionally, our firm has established relationships with funding and other governing agencies and maintains compliance with all regulatory agencies and environmental regulations. This allows us to get honest feedback regarding funding opportunities and project feasibility saving our clients time and money.

From the design of sound infrastructure projects to participation in community organizations and governing boards, Bell Engineering is committed to making a difference in the communities in which we serve. Our employees are highly active not only in Lexington and Hopkinsville, Kentucky, where our offices are located, but also in all of the communities we serve throughout the Commonwealth.

The employees of Bell's Lexington office are currently involved in many aspects of the community including Kiwanis and CommerceLex. Staff members also volunteer their time to promote education including speaking about engineering to classes at the University of Kentucky and the local Boy Scouts, and providing opportunities for students to complete job shadowing and internships.

Our employees strive to make Lexington a great place to live and work. LFUCG will benefit from our commitment to the community because we understand the impact of this project. For this reason, we understand the importance of maintaining the schedules as outlined in the RFP and that management of the project budget is critical for success.

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5.0 PAST RECORD OF PERFORMANCE

Bell Engineering has an excellent record of past performance with LFUCG. Our team has completed a variety of projects both Consent Decree-related and other. These include:

Wastewater Projects

- 2015 (2015-2017) CAP Review & Audit
- 2017 (2017-2021) CAP Review & Audit
- Griffin Gate Pump Station Replacement & Force Main
- Blue Sky Pump Station Replacement & Force Main (*Consent Decree*)
- Boonesboro Manor Pump Station & Force Main
- Blue Sky WWTP decommissioning in August of 2014
- Boonesboro Manor WWTP decommissioning
- Wolf Run Trunk A Sanitary Sewer Rehabilitation (*Consent Decree*)
- Haley Pike Landfill Irrigation Pipe Routing & Design (*Consent Decree*)
- Brunswick & Floyd Drive Sanitary Sewer (*RMP Project*)
- Hartland 2 Pump Station Rehabilitation
- Hartland 3 Pump Station Replacement
- Delong Road Pump Station Replacement
- Leestown Industrial Pump Station Replacement

In 2012 and 2014, respectively, we designed the Class C Griffin Gate Pump Station and Blue Sky Pump Station. The project manager for this project was Steve Farmer. We worked closely with Dallas Taylor to ensure that all components of the pump stations met LFUCG requirements. These upgrades prevent the pump stations from experiencing overflows and they have operated without interruption. Our team is currently working on the Hartland 2, Hartland 3, and Delong Road Pump Station Replacements/Rehabilitation. These projects are being managed by Bob Peterson.

Bike Trails/Transportation

- Brighton East Rail Trail Phase 4
- Alumni Drive Separated Bike Lanes
- Jacobson Park Roadway Widening

Stormwater Projects

- E Third/Ohio Street Stormwater Analysis
- Leestown Road Federal Medical Center (FMC) Culvert Replacement
- Colony Retention Pond Evaluation & Improvements
- Lyon/Riviera/Silverleaf Stormwater Projects
- Dartmouth Drive Culvert Replacement
- Stormwater IDIQ Projects (Higbee Mill, Tanbark, Hunters Wood)

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- Cardinal Lane Stormwater Improvements Phase 1 & 3
- Cephus Way Drainage Improvements Phase 1
- Cane Run Road Drainage Improvements Phases 1 & 2
- Haven Ct. Drainage Improvements Phases 1 & 2
- Gettysburg Road Storm Sewer Replacement

Bell has assigned David Schrader as Principal-In-Charge/Project Manager and Jim Buckles as Project Coordinator for the Capacity Assurance Program (CAP) Audit. David and Jim have 79 years of combined experience as project managers on a wide variety of projects. They also have a history of successful project management on several LFUCG projects.

As project manager and engineer for the Blue Sky Pump Station project, Mr. Schrader coordinated the easement acquisition for the force main and developed a program to track the progress of the acquisition process. This program was adopted by LFUCG to be used on future easement acquisitions. Bell will utilize the same organized approach to track the audit progress for the CAP program.

Bell approaches every project with this type of creative thinking to help our clients receive the best value for their budget. This, along with open lines of communication, leads to successful projects. Additionally, our team has a unique ability to serve LFUCG due to the number of qualified and experienced staff located right here in Lexington. Not only does our team have an unmatched level of experience, we have a high level of knowledge of the LFUCG collection system from current and past projects.

The first step in our approach includes meeting with the appropriate LFUCG staff to confirm LFUCG's needs and desired schedule. Our team has reviewed the existing CAP program and will apply the knowledge we gained in completing the 2015 (2015-2017) and 2017 (2017-2021) Audits to ensure that our project understanding remains in-line with the program goals. We take pride in working closely with the client to meet or exceed project schedules and expectations. We understand the importance of adhering to outlined project schedules and require 100% commitment of the entire team to ensure work is completed as efficiently as possible.

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6.0 DEGREE OF LOCAL EMPLOYMENT

- Founded in Lexington, KY in 1914
- 100% Lexington owned and operated
- Longest continually operating consulting engineering firm in Kentucky

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

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

Responsiveness, quality and satisfaction are the Bell team's primary goals. Bell Engineering is truly a locally owned and operated firm with our corporate headquarters centrally located in Lexington.

Bell Engineering Corporate Office

2480 Fortune Drive, Suite 350
Lexington, KY 40509
Phone: 859/278-5412

Our entire project team is minutes away from the project location. Staff can be on-site as needed or for emergencies with little notice. The Lexington-Fayette Urban County Government can feel confident that our team will be available to offer guidance and receive input throughout completion of the Audit and Review of the Capacity Assurance Program. Additionally, our team is **available 24 hours a day, 7 days a week** to ensure that you are satisfied with our services and that your needs are being met.

100% of the work performed on this project will be completed in-house by the Bell team; all of whom are located in the Lexington area.

STATEMENT OF QUALIFICATIONS

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7.0 FAMILIARITY

After graduating from the University of Kentucky with a degree in Engineering and serving as the Chief Engineer and General Manager of the Lexington Water Company, Howard K. Bell founded the firm as one of the first consulting engineering firms in the state of Kentucky. With a vision to provide professional engineering services to city, county, state and federal governments, Mr. Bell quickly earned a reputation as a pioneer in the field providing solutions-based, original engineering applications. Leading the company that bore his name until his death in 1939, Mr. Bell set the tone for the employee-owned, client focused environment we still operate on today.

One of the many great things about Bell Engineering is the unwavering focus on our mission and a dedication to the principles our founder knew were critical to our success. We have focused on and been dedicated to Lexington and the Commonwealth of Kentucky by remaining locally owned and operated; something we are proud of in a market where many of our competitors have been acquired by national and international companies. Our offices have moved several times throughout the past 100 years. From humble beginnings at Mr. Bell's house, to the First Security Bank Building on Main Street, to South Limestone Street, Waller Avenue and on to our current location on Fortune Drive; the one constant is that our headquarters has always remained in Lexington. Bell is truly a Lexington firm and has been involved in a number of valuable infrastructure projects that helped the City grow including design of the first concrete streets in the 1920's, work on the Lexington Railroad in the 1930's and 40's and construction of the Lexington Signal Depot during World War II.

In more recent years we have worked with LFUCG on the development of the early Sewer System Evaluation Surveys and have followed the growth and development of Lexington's sewer system management programs. Through a number of consent decree projects, our team is familiar with many of the project managers employed by LFUCG and the processes and procedures they utilize. The Capacity Assurance Program that has been developed for Lexington is very similar in nature to other CAP programs that Bell helped to develop for other communities. While Bell did not develop LFUCG's program, through completing the 2015 (2015-2017) and 2017 (2017-2021) Audits and Reviews we are very familiar with how the program works, how it is integrated with a dynamic model, how it is used to support and aid in directing capital improvements targeted at inflow and infiltration reduction and how it forms the basic pathway to achieving long-term compliance with EPA mandates.

**STATEMENT OF QUALIFICATIONS
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APPENDIX A

Bell Engineering Affirmative Action Plan

Required Affidavit

Equal Opportunity Agreement

Workforce Analysis Form

MWDBE Good Faith Efforts

General Provisions

Amendment 1 – Certification of Compliance for American Rescue Plan Act Expenditures

Firm Submitting Proposal

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

1. Policy

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

2. Dissemination of Policy

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

3. Responsibility for Implementation of Policy

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

4. Analysis of Firm Employment

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

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

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

- h. Job Category: Draftsperson
Discussion: Within the recruiting area, minorities possessing the requisite skills for this category represent approximately 23.7 percent of the experienced work force.
Conclusion: When an opening occurs, we will encourage and promote full opportunity for minority and women employees with the requisite skills to fill such positions.

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

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

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

5. Goals and Timetables

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

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

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

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

These goals, together with 16 present minority and women employees, project a total minority employment by our firm of 20, for approximately 21 percent at the end of one year, and 21 for approximately 22 percent by the end of two years. At every six-month period our goals will be reevaluated in light of business conditions and the success of our recruiting efforts. Our long-range goal is to employ a percentage of minorities and women with requisite skills at least equal to the percentage of minorities within our recruiting area.

6. Development and Execution of Program

a. Recruiting

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

b. Training

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

c. Personnel Actions

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

d. Community Relations

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

7. Audit Report and Evaluate

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

a. Job Openings

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

b. Separation

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

c. Promotions

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

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

8. Adoption of Policy

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

By Kelly G. Gillespie
Kelly G. Gillespie
President

By James K. Roberts
James K. Roberts, PE, PLS
Executive Vice President

Date February 22, 2022

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

James K. Roberts

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by James K. Roberts, PE, PLS on this the 22nd day of February, 2022.

My Commission expires: 08/27/2024

Megan R. Honeycutt
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 disability.

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

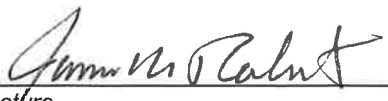
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature

Bell Engineering

Name of Business

James K. Roberts, PE, PLS
Executive Vice President

WORKFORCE ANALYSIS FORM

Name of Organization: Bell Engineering

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2														2
Professionals	17	17															17
Superintendents																	
Supervisors	1	1															1
Foremen	5	5															5
Technicians	8	7	1														7 1
Protective Service																	
Para-Professionals																	
Office/Clerical	2		2														2
Skilled Craft																	
Service/Maintenance																	
Total:	35	30	5														30 5

Prepared by: Megan E. Hogan, CPSM, Director of Marketing Date: 02 / 22 / 2022

(Name and Title)

Revised 2015-Dec-15

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # RFP-4-2022

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

X Attended LFUCG Central Purchasing Economic Inclusion Outreach event

X 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

X 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

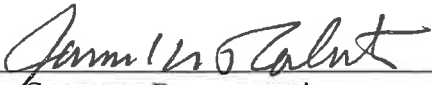
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ 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.

Bell Engineering
Company
February 22, 2022
Date



Company Representative
James K. Roberts, PE, PLS
Executive Vice President

Title

GENERAL PROVISIONS

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

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

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

to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination


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

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

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against 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. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

20. 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 James K. Roberts, PE, PLS
Executive Vice President

February 22, 2022

Date

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

James K. Roberts, PE, PLS
Executive Vice President

February 22, 2022

Date

Firm Submitting Proposal: Bell Engineering

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

Contact Name: Jim Buckles Title: Senior Project Engineer

Telephone Number: (859) 278-5412 Fax Number: (859) 278-2911

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